

COLLECTIVE AGREEMENT

Between

LAMI GLASS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

November 1, **2004** - October 31, **2007**

TABLE OF CONTENTS

ARTICLE 1: OBJECTS	1
ARTICLE 2: BARGAINING AGENCY	2
ARTICLE 3: UNION SECURITY	2
ARTICLE 4: MANAGEMENT RIGHTS	2
ARTICLE 5: DEFINITION OF EMPLOYEE.....	3
ARTICLE 6: HOURS OF WORK AND OVERTIME	4
ARTICLE 7: GRIEVANCE PROCEDURE.....	6
ARTICLE 8: ARBITRATION.....	7
ARTICLE 9: SENIORITY	7
ARTICLE 10: VACATIONS.....	9
ARTICLE 11: GENERAL HOLIDAYS	10
ARTICLE 12: WAGES	11
ARTICLE 13: LEAVE OF ABSENCE	12
ARTICLE 14: GENERAL PROVISIONS	13
ARTICLE 15: NO STRIKES - NO LOCKOUTS.....	15
ARTICLE 16: MEDICAL - INSURANCE - DENTAL.....	16
ARTICLE 17: SAVINGS CLAUSE	18
ARTICLE 18: INTERIM AMENDMENT	18
ARTICLE 19: DURATION.....	18
APPENDIX "A": WAGE RATES PER HOUR.....	20
APPENDIX "B"	21

COLLECTIVE AGREEMENT

BY AND BETWEEN:

LAMI GLASS

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

(hereinafter referred to as the "Union")

DATE AND REFERENCE

The Agreement shall be named for reference the "LAMI GLASS - OPERATING ENGINEERS MASTER AGREEMENT".

WITNESSETH: that the parties hereto agree as follows:

ARTICLE 1: OBJECTS

1.01 WHEREAS, this Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, (as referred to in Article 5 of this Agreement) to prevent waste, unnecessary and avoidable delays and expenses, and for the further purpose of at all times securing for the Company sufficient skilled workers and, insofar as possible, provide for labours' continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth. Also that stable conditions may prevail in the laminating glass industry that fabricating costs may be as low as possible, consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which these objectives may be accomplished.

1.02 MANAGEMENT - UNION COMMITTEE:

- (a) Both Parties agree that it is desirable that from time to time, a Management Union Committee meeting be held to discuss matters of mutual concern and interest: to iron out differences of interpretation of the Agreement; to promote Safety and Health; to investigate and submit recommendations on all aspects of training, retraining and automation, mechanization and new methods. Both parties commit themselves to resolving problems through free and candid dialogue while at the same time maintaining efficiency and continuity in the plant.
- (b) The Union-Management Committee shall meet a minimum of once per calendar month, or at the request of either Union or Management as required. The Committee shall be comprised of two (2) Shop Employees and representatives from the Employer. The Chairmanship of the Committee shall alternate between

Employer and Union representatives. It will be the responsibility of the Chairman to ensure that minutes of all meetings are posted within two (2) working days.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto mutually covenant and agree.

ARTICLE 2: BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority.
- 2.02 This Agreement shall be binding on the Company and the Union administrators, executors and assigns and on each employee.
- 2.03 SUPERVISORS, OFFICE PERSONNEL DO NOT WORK - No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instruction or training of employees or in case of unusual circumstances (such as employee absenteeism).

ARTICLE 3: UNION SECURITY

- 3.01 UNION SECURITY - Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain, a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith. No statement in this article is intended to restrict the scope or ambit of the Labour Relations Code.
- 3.02 CHECKOFF - The Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of thirty (30) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off, if that month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 3.03 AMOUNTS DEDUCTED - Union dues deducted under this provision or other check-off provisions shall be remitted to the Union on or about the fifteenth (15th) of the month following the month in which such check-off applies.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 (a) The management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be vested exclusively in the Company. The Company shall also have the right, subject to the provisions of this Agreement, to schedule and assign work, and work to be performed, and the right to hire employees, transfer or lay off employees because of lack of work or other legitimate reasons, suspend, demote, discipline or discharge for proper cause, and any grievance or dispute in connection with the foregoing provisions of this sentence shall be subject to the grievance procedures hereinafter in this Agreement set forth.
- (b) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operation it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards, a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written matter directed at employees covered by this Agreement. The Company shall not take disciplinary action without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Representative or **a Shop Steward**.
- 4.02 The Company has, and shall retain, the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 DISMISS OR DISCIPLINE - The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

ARTICLE 5: DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the **Labour Relations Code** of British Columbia. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or "B" attached hereto.
- 5.02 PRODUCTION I EMPLOYEE - Any employee who was on the established seniority list as of March 1, 1996 as per Appendix "B" attached.
- The Production I Employee classification will be reduced to elimination through attrition.
- 5.03 PRODUCTION II EMPLOYEE - Any employee who has completed his probationary period, and is not classified as Production Worker I, Probationary Worker or Student.
- PROBATIONARY EMPLOYEE - Any employee who has not completed their probation period as defined in Clause 9.02.

ARTICLE 6: HOURS OF WORK AND OVERTIME

- 6.01 (a) DAY SHIFT - The standard work day for all employees shall consist of eight (8) hours between the hours of 6:00 a.m. and 6:30 p.m. The standard work week shall consist of forty (40) hours, Monday through Friday.
- (b) Hours of work in the Shop may be changed by mutual agreement between the Company, the Union and the employee involved. The Union shall be notified.
- 6.02 AFTERNOON SHIFT - If a second shift is employed, the hours of work shall be eight (8) hours of work exclusive of the lunch period, for which a shift premium of thirty-five cents (35¢) shall be added on to the classified hourly rate. The second shift, if any, shall immediately follow the day shift.
- NIGHT SHIFT - If a third shift is employed, the hours of work shall be seven (7) hours of work exclusive of the lunch period, for which seven (7) hours shall be paid and a shift premium of fifty cents (50¢) shall be added onto the classified hourly rate.
- 6.03 LUNCH PERIOD - Each shift shall have an unpaid one-half (1/2) hour lunch period at approximately mid-shift.
- 6.04 SHIFT CHANGE - The Company shall give the employee twelve (12) hours' notice prior to changing of shifts and/or shift start times.
- 6.05 REST BETWEEN SHIFTS - When shift changes are made, employees will be granted twelve (12) consecutive hours off duty between shifts. An employee, by order of the Company, who commences a new shift during the required twelve (12) consecutive hours will be paid the applicable overtime rate for all such hours worked during the twelve (12) consecutive hours.
- 6.06 SHIFT - START AND STOP TIMES - If an employee works an incomplete shift then he shall be paid that shift rate multiplied by the actual time worked.
- 6.07 TIME CLOCK - All employees must punch in and out of the Shop on the time clock number assigned them.
- 6.08 (a) OVERTIME - All hours worked outside of the standard work hours, outside the established shift hours, provided such employee has completed a full eight (8) hour shift at regular time and outside the standard work week, provided such employee has completed forty (40) hours at regular time during that week, shall be considered overtime and paid at time and one-half (1-1/2) subject to agreements which may be reached between the Union and the Company, or the Company and the employee involved pursuant to Article 6, Item 6.01 (b). All hours worked in excess of ten (10) in a day shall be paid at double time. All hours worked on a Sunday or General Holiday shall be paid at double time, provided such employee has completed forty (40) hours at regular time during that week. If the company does not offer an employee forty (40) hours at regular time (i.e. compensable accident, acts of God, machinery breakdown, or lack of work) the forty (40) hour provision shall not apply.

- (b) **BANKING OVERTIME** - The Company shall permit the banking of overtime. The hours banked shall be taken as time off and such time shall be by mutual agreement between the employee and the Company. An employee may bank overtime equivalent to forty (40) hours straight time maximum in one (1) calendar year. Banked overtime must be taken between November of one year to May of the following year. In the event not all hours banked are taken, the employee shall be paid out for all unused overtime hours in June of each calendar year.

Banked overtime may be taken as sick time. In such cases, the employee will submit a time card requesting the number of banked overtime hours to be paid for sick time.

6.09 (a) **OVERTIME - VOLUNTARY**

When it becomes necessary to work overtime, overtime shall be allocated according to the following:

1. The work shall first be offered to the employee who was assigned to perform the work during the regular workday.
2. The work shall be offered by seniority among the employees capable of performing the work.
3. Should no one volunteer for the work in question, the most junior qualified employee shall, within reason, be required to do the work.

It is agreed that the Union or any of its representatives will not attempt to dissuade or prevent any employee from voluntarily performing overtime.

- (b) Where insufficient qualified employees are available, then Clause 2.03 shall apply.

6.10 **OVERTIME BREAK** - Employees required to work more than one (1) hour overtime shall be given a rest period of ten (10) minutes on company time at the end of their regular shift.

6.11 **WORK BEFORE REGULAR SHIFT** - Employees called in before their regular starting time shall be paid at the prevailing overtime rate for time worked prior to their regular starting time. Subject to Article 6, Item 6.01(a).

6.12 **WORK AFTER REGULAR SHIFT** - Employees called back to work after their regular shift shall be paid the applicable overtime premium only for time worked.

6.13 **WORK ON SUNDAY AND GENERAL HOLIDAYS** - Double time rates shall be paid for all hours worked on Sunday or on any General Holiday listed in Article 11, or day observed as such under the terms of this Agreement. This overtime is in addition to any General Holiday pay an employee may be entitled to under other provisions of the Agreement.

6.14 **WORK THROUGH REGULAR LUNCH PERIOD** - Except as provided in Article 6.01 (b), where an employee is required to work without his lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal

with no loss of pay, except in the Shipping and Receiving department where it is not always possible to stop at a specific time.

- 6.15 WORK SHORTAGE - In the event of a work shortage, the Company and the Union will discuss and consider ways and means to shorten the regular work day and/or regular work week in preference to laying off employees. It is understood and agreed that the above mentioned sentence will not imply that the Company is permitted to unilaterally shorten the regular work day or regular work week as set forth in Section 6 of this Agreement - titled "HOURS OF WORK".

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Company and an employee or the Union as an entity, regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

STEP A - Grievance as used in this Agreement, is an unsatisfied complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement. It is also understood that in the interest of harmonious working relationship between the Company and its employees every effort should be made to resolve the matter through the normal reporting structure of the Company as posted by It and that the General Manager shall be advised prior to a grievance being filed.

STEP B - The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within ten (10) calendar days.

STEP C - Should a solution not be reached by Step A or B, then a Business Representative of the Union accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company. If a solution is reached this shall be final. If a solution is not reached the matter shall be dealt with in accordance with Article 8, Item 8.01. The Union must meet the Employer with respect to Step C within ten (10) days, or longer by written request of the completion of Step B.

- 7.02 GRIEVANCE - TIME LIMIT - Any discharged or suspended employee may, in writing, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays), require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing shall constitute cause.
- 7.03 SECTION 87 - Grievances pertaining to discharge and suspension will not be processed under Section 87 of the Labour Relations Board of British Columbia unless there is mutual agreement between the Parties.
- 7.04 REPORTING PROCEDURES - It is understood that at no time is this grievance procedure to be used to circumvent the normal reporting procedures of the Company.

ARTICLE 8: ARBITRATION

- 8.01 If the procedure set forth in Section 7.01 Step C, does not result in a solution being reached within twelve (12) days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to a one person Arbitration Board or it will be deemed to be abandoned.
- (a) The Parties shall confer to select a Chairman, and failing for fourteen (14) days to agree upon a person willing to act, either of them may apply to the Minister of Labour of British Columbia to appoint such a Chairman.
 - (b) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the parties may extend the time by agreement in writing.
- 8.02 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.03 If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 8.04 The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.
- 8.05 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.
- 8.06 The Parties can agree to a single arbitrator.

ARTICLE 9: SENIORITY

- 9.01 SENIORITY LIST - The Company shall at least once every three (3) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 9.02 PROBATIONARY PERIOD - When a new employee is hired, it is agreed that he shall be on probation until the completion of sixty (60) days worked within six (6) months from the first date of employment, and during this period seniority will not be applicable.
- 9.03 LAY-OFFS, VACANCIES, PROMOTIONS
- (a) When any vacancy occurs, or when a new job is instituted, the job will be posted on all shop bulletin boards, at least five (5) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preference will be given to those employees who have the most seniority, and relative ability and efficiency to do the job.

- (b) In all cases of promotions (except to supervisory positions not covered by this Agreement) or demotions, when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given preference in accordance with their seniority, subject to their classification and subject to their ability to perform the work in question.
- (c) When it becomes necessary to lay off an employee(s), such employee(s) shall be so notified, in writing, at least two (2) work days before the layoff occurs, except Probationary employees and Student employees. Any such employee not so notified shall be paid his regular straight time wage rate for any difference between the length of notice given him or her and the two (2) work day period as provided herein. However, such notice shall not be required with respect to temporary layoffs because of lack of work for five (5) consecutive work days or less, or because of breakdown of machinery, floods or Acts of God.
- (d) In the event of promotions and demotions, the Chief Shop Steward shall be notified at least one (1) work day prior to such promotions or demotions.

9.04 SENIORITY RETENTION

An employee on layoff shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff; so long as they have completed their probationary period.

9.05 An employee shall be terminated for any of the following reasons:

- (a) Absence from work without leave for three (3) consecutive work days, unless the employee can prove that his failure to obtain such leave was due to circumstances beyond his control.
- (b) Discharge for proper cause.
- (c) If he resigns or quits.
- (d) When the employee has performed no work for the Company and his right to recall has expired, unless failure to perform work was due to compensable accident (non-compensable accident or confirmed illness).
- (e) Nothing in the above shall interfere with the Company's right to discipline or discharge for proper cause.
- (f) Failure to return to work or notify the Company or Union Dispatch within three (3) working days after being notified to do so while on layoff, unless the employee can prove that his failure to respond was due to circumstances beyond his control.

9.06 RECALL

The Company, when recalling non-probationary employees back to work from lay offs, will recall in order of seniority. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while on lay off.

All Production I employees must be recalled prior to the recall or hiring of Production II employees or students.

If a laid-off employee is called back to work with the Company for ten (10) working days within his right to recall period, there shall be deemed to have been no break in such an employee's seniority with the Company by reason of such layoff.

9.07 NEW JOB CLASSIFICATION

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A", the Company shall set a rate, and if the Union is dissatisfied, the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the parties to conclude negotiations within thirty (30) days, but in any event the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the parties. Failing such agreement, either party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

ARTICLE 10: VACATIONS

10.01 Employees will receive paid vacations in accordance with the following Schedule:

<u>YEARS OF SENIORITY</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year		4%
1 year but less than 4 years	2 weeks	4%
4 years but less than 9 years	3 weeks	6%
9 years or greater	4 weeks	8%

10.02 VACATION PAY ON TERMINATION - In the event that an employee's employment relations are severed for any reason before such employee has received his vacation or vacation pay, such employee shall receive such vacation pay within five (5) days of the date his employment relations are severed.

10.03 VACATION PAY - CALCULATION OF - An employee's vacation pay will be calculated on his total gross earnings as defined as: straight time earnings, overtime earnings, vacation pay, and statutory holidays which were paid.

10.04 VACATION PERIOD AND CUT-OFF DATE - Vacations shall not be cumulative, but may be granted and taken in the calendar year in which they are due. Vacations shall be granted at the time most desired by the employee in question, with due regard to seniority, provided, however, the final allocation of vacation periods shall rest exclusively with the Company in order to insure continuity of plant operations. The Company shall give each employee at least ninety (90) days advance notice of the vacation period allotted to them. It is further provided that employees may, with the permission of the Company, take their vacation during some other period in the current calendar year. Employees entitled to two or three weeks vacation may, with the permission of the Company, take their vacation in non-consecutive weeks. Only two (2) Production I employees can be off at any one time.

10.05 VACATION ENTITLEMENT - In any year that an employee becomes entitled to an additional vacation, upon reaching his anniversary date of employment, he will be eligible for one (1) week's additional vacation with pay as per Article 10 Item 10.01. This is not to be interpreted as a bonus week but is stated for clarification purposes only.

10.06 VACATIONS - SCHEDULE CHANGE - An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

10.07 VACATION DUE TO ABSENCE

Accumulated eligibility for vacations shall be maintained, but not increased, during absence:

- (a) Due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks;
- (b) Due to authorized leave of absence;
- (c) Due to temporary lay-off exceeding one (1) month.

Should the employee return to work subsequent to one of these absences then the absence shall be deducted from his seniority for the purpose of calculating accumulated vacation benefits only.

ARTICLE 11: GENERAL HOLIDAYS

11.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated General Holidays shall be:

New Year's Day
Good Friday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and, if declared by the Provincial or Federal Government, one additional holiday will be granted.

Production will be closed on December 24th so that Production Employees will not be required to attend work that day. December 24 will not be paid for.

- 11.02 GENERAL HOLIDAY - SATURDAY AND SUNDAY - When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the previous or next work day shall be observed as the holiday. If two or more consecutive general holidays fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next consecutive work days shall be observed as holidays or as mutually agreed upon between the Company and the Union.
- 11.03 GENERAL HOLIDAY PAY WILL BE PAID - Without limiting the general application of Section 11.01, but subject to the provisos contained herein, General Holiday pay provisions will prevail:
- (a) Where an employee has completed his probationary period and such employee has worked a full shift for the Company on the last regular work day immediately preceding, and the first regular work day immediately following the holiday.
 - (b) Where an employee is laid-off provided such an employee has earned wages from the Company during the five (5) working days immediately preceding the holiday.
 - (c) Where an employee is off work due to bereavement leave or is acting as a juror or witness as provided elsewhere in the Agreement.
 - (d) Payment for Statutory Holidays will not be made to employees drawing Workers' Compensation or Weekly Indemnity Benefits.
- 11.04 GENERAL HOLIDAY - DURING VACATION - Paid holidays that occur during the vacation period of any employee shall be paid for in addition to vacation pay.

ARTICLE 12: WAGES

- 12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A" attached hereto, and forming part of this Agreement.
- 12.02 PAY STATEMENT - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- 12.03 TIME SLIPS - An employee shall be required daily, on Company time, to fill out time slips and job or work reports if the Company so requests.

12.04 ACCIDENTS - PAY TO EMPLOYEES - Any employee injured while working for the Company at the Company's plant who is sent to a doctor by the Company's first aid department, and returns to work during his regular working hours the same day, shall be paid by the Company at the applicable wage rate for such time thereby lost on such day by such employee; and if he shall on any subsequent day on which he performs work for the Company be requested by the doctor to take further treatment for such injury during his regular working hours he shall be paid by the Company the applicable wage rate thereby lost on such day by such employee provided satisfactory proof is furnished by the doctor, to the Company, giving particulars of the employee's visit. Should an injured employee be admitted to a hospital, or be instructed by the Company or the doctor to refrain from performing further work on the day such employee is injured such employee shall receive the applicable hourly rate for the full shift.

ARTICLE 13: LEAVE OF ABSENCE

13.01 UNION SERVICE

- (a) The Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.
- (c) It is understood and agreed that the application of this clause shall not result in more than two (2) employees being off at any one time.

13.02 LEAVE OF ABSENCE DUE TO INJURY

- (a) When an employee suffers an injury off the job, or suffers any illness preventing him from reporting to work, he will be granted leave of absence upon production of sufficient medical evidence until such time as he is fit to return to work, provided that nothing herein relieves the employee from reporting his status to the Employer on a bi-weekly basis. This leave of absence shall not exceed his right to recall, and the Employer may periodically require such medical evidence of continuing illness or injury as it deems necessary in the circumstance.
- (b) When any employee suffers an injury or illness which requires his absence, he shall report to the payroll department or as per the Company policy, prior to his actual starting time, so that adequate replacement may be made, if necessary.
- (c) Any employee who has been absent from work for a period longer than five (5) working days, because of a medical leave of absence due to injury or illness, must give the Company two (2) full work days notice prior to their return to work.

13.03 LEAVE OF ABSENCE - APPLICATION FOR - If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

13.04 LEAVE OF ABSENCE - OTHER EMPLOYMENT DISALLOWED - In any instances where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

ARTICLE 14: GENERAL PROVISIONS

14.01 INJURY REPORT - An employee suffering injury while in the employ of the Company must report to the first aid department immediately, or as soon thereafter as practicable, and also report to that department on returning to work.

14.02 WASHROOM FACILITIES - Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

14.03 SAFETY CLOTHING - The Company will provide the following for job use where required:

- Plastic Gloves
- Rainwear for employees who work outside
- Safety Shields
- Leather aprons for Glass Installers
- Hearing protection
- Hand Tools as required
- Non-prescription safety glasses

14.04 PROTECTIVE CLOTHING - The Company shall supply protective clothing when employees are engaged in cleaning equipment.

NOTE: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisors.

14.05 EMPLOYEE RESPONSIBILITY - All items referred to in Article 14 shall be furnished on a loan basis, and the employee will be required to sign for same and return them to the Company in good condition (fair wear and tear excepted) as and when the Company so requires. If some such articles are not returned, the replacement cost shall be deducted from employee's pay cheques. Tool boxes with locks will be supplied in various locations of the plant for safe keeping of tools supplied.

14.06 LUNCH ROOM - The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Employees will cooperate by observing the simple rules of cleanliness.

14.07 REST PERIODS - There shall be two (2) paid rest periods of fifteen (15) minutes duration, work station to work station, one of which shall be during the first four (4) hours of each shift.

14.08 SHOP STEWARD

- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to lay-off or terminate a Shop Steward, the Union shall be notified immediately after such termination.
- (c) The Union agrees its agents shall request permission to have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation. It is also understood that the Company shall not unreasonably withhold such permission.
- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties, which shall not be unreasonably withheld. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance. In performance of their duties in connection with adjusting grievances, the Shop Stewards, if required to leave their jobs, must first obtain permission from their Supervisor. It is also understood that the Company shall not unreasonably withhold such permission.

14.09 PICKET LINE - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing union has a dispute. No statement in this Article is intended to restrict the scope or ambit of the Labour Relations Code.

14.10 MOONLIGHTING - In any instance where an employee accepts other competitive work or employment without the consent of management, his employment may be terminated, subject to proper proof of same.

14.11 SUB-CONTRACTING - Where the Company's facilities, space and trained personnel are available, the Company will endeavour to continue to have all work which is presently performed by its employees, performed by members of the bargaining unit.

14.12 NOTICE BOARD

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to remove material offensive to the Company. Shop Stewards shall ensure that bulletin boards are maintained in an orderly manner.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:

- 1 - Seniority List
- 2 - Copy of Agreement
- 3 - Benefit Plan Provisions

Any employee requiring such information shall contact the Shop Steward for same.

- 14.13 BEREAVEMENT PAY - If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for one (1) day. If the employee attends or arranges services then he shall be granted compassionate leave of absence with full pay for up to three (3) days. Immediate family means the employee's: spouse, common-law spouse, mother, father, brother, sister, children, mother-in-law, father-in-law and grandparents. Common-law spouse is defined to mean a spouse who has been co-habiting for a minimum of one (1) year.
- 14.14 JURY DUTY - Any employee who, by order of any Court, is required to serve as a juror shall for each such day, be paid by the Company the difference between the amount he or she receives for service as a juror and the amount that would have been paid to such employee by the Company at such employee's straight time hourly rate, it being understood that if such employee is not accepted as a juror and is released by the Court from such service, he shall report to work for the Company as soon as possible if such release occurs during the hours of such employee's shift. Within twenty-four (24) hours after receipt of subpoena or summons, same shall be submitted by employee to his or her immediate supervisor, which shall constitute proper notice that such employee will be absent from work on the day or days specified in such subpoena or summons. All time lost by an employee, while driving a Company vehicle, due to court ordered attendance or acting as a subpoenaed witness arising out of his employment shall be paid for by the Company at the rate of pay applicable to said employee.
- 14.15 DRIVER'S LICENCE - All time lost by a employee in completing his driver's tests, required by the employee for actual employment with the Company, shall be paid for by the Company at the rate of pay applicable to said employee.
- 14.16 ARTICLE HEADINGS - The Article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.
- 14.17 SAFETY BOOTS - The Company will provide **eighty-five dollars (\$85.00)** towards the cost of work boots. If none are required, the premium may be carried over to the following year; receipts are required.

ARTICLE 15: NO STRIKES - NO LOCKOUTS

- 15.01 (a) The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sitdown, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant, or premises. The Union further agrees that any employee or employees participating in, taking part in, instigating or assisting in, instigating in

such strike, picketing, sitdown, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant, or premises for the duration of this Agreement, shall be subject to discipline or discharge. The term "slow-down" shall mean a condition of willful restriction or reduction of production by an employee which is within such employee's reasonable control.

- (b) Members of International Union of Operating Engineers, Local 115 while employed on the premises of the Company signatory to this Agreement, shall not be required by virtue of this Agreement to work with non-union men. The Union shall have the right to remove its members from their jobs under such circumstances. No statement in this Article is intended to restrict the scope or ambit of the Industrial Relations Act. This will not pertain to the independent carriers who ship or deliver Company products, or technical changes or maintenance not currently being done by bargaining unit employees.

ARTICLE 16: MEDICAL - INSURANCE - DENTAL

The Company will provide and maintain the following coverage for Production I and Production II employees, at no cost to such employee:

16.01 MEDICAL - The medical coverage will be equivalent to that supplied by the Medical Services Plan of British Columbia.

16.02 GROUP INSURANCE COVERAGE

Life Insurance	\$25,000.00
Accidental Death & Dismemberment Insurance (24 hour coverage)	\$25,000.00
Extended Health Benefits:	Co-insurance of eighty per cent (80%) and a deductible of twenty-five dollars (\$25.00) per family per calendar year.

16.03 DENTAL PLAN BENEFITS

Plan A - Basic	100%
Plan B - Major Restorative (Crowns, bridges and dentures)	75%
Plan C - Orthodontics	50%

Covers dependent children under twenty-one (21) years of age. Lifetime maximum reimbursement per person is eight hundred and fifty dollars (\$850.00).

16.04 ELIGIBILITY FOR PRODUCTION I EMPLOYEES

Medical - 1st day of the month following the month of employment.

Group Insurance - 1st day of month following sixty (60) accumulated days worked for the Company.

Dental - 1st day of the month following one hundred and twenty (120) accumulated days worked with the Company.

16.05 ELIGIBILITY FOR PRODUCTION II EMPLOYEES

Medical - 1st day of the month following one hundred and twenty (120) days worked.

Group Insurance - 1st day of month following two hundred and forty (240) days worked.

Dental - 1st day of the month following two hundred and forty (240) days worked

Days worked to include probation period.

All Production II employees with a seniority date on or before September 15th, 1998 will receive full benefits as of ratification date.

16.06 ELIGIBILITY FOR STUDENTS AND PROBATIONARY EMPLOYEES

Probationary employees and students are not eligible for 16.01 Medical Coverage, 16.02 Group Coverage or 16.03 Dental Plan.

16.07 INSURED BENEFIT COVERAGE - ON LAY-OFF - An Employee who is laid off will be eligible for continued Health and Welfare Benefit coverage (i.e. Medical, E.H.B. & Dental) until the end of the month of lay-off.

Thereafter the employee may continue his coverage by paying the full amount of the premiums if he applies and remits payment to the Company prior to the group billing date. If the employee does not contact the Company and make payment, they will be deleted from group coverage.

Coverage will continue until the expiry of the right to recall period so long as the employee is unemployed and not receiving income from another employer.

16.08 INSURED BENEFIT COVERAGE ON W.C.B. OR WEEKLY INDEMNITY - Employees who go on Workers' Compensation or Weekly Indemnity will be covered in the normal fashion until the end of the month in which the claim is made to a maximum of three (3) months.

16.09 BENEFIT REINSTATEMENT

(a) Production I - In the event that a Production I employee who is laid off is recalled to work, his benefit coverage will be reinstated by the Company on the first day of the month following recall.

(b) Production II - In the event that a Production II employee who is laid off is recalled to work, his benefit coverage will be reinstated by the Company after he has

worked a minimum of twenty (20) consecutive days, on the first day of the following month.

ARTICLE 17: SAVINGS CLAUSE

- 17.01 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 17.02 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 17.03 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.
- 17.04 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

ARTICLE 18: INTERIM AMENDMENT

- 18.01 This Agreement may be amended at any time by an agreement in writing executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof, in writing, to the other party, which shall be entitled "Request for Interim Amendment" and specify that it is given under this Article 18: and upon receipt thereof, the other party shall promptly consider such proposal and, if requested to do so, discuss it with the other party proposing the amendment.

The giving of such written "Request for Interim Amendment" shall in no way affect or result in a termination or expiration of this Agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "Request for Interim Amendment" submitted by either party under this Article 18, such disagreement shall not be reviewable under the grievance procedure set forth in Article 7, nor arbitrable under the arbitration provisions and procedure set forth in Article 8 of this Agreement.

ARTICLE 19: DURATION

- 19.01 This Agreement shall be in full force and effect from and including November 1st, **2004**, to and including October 31st, **2007**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months

immediately preceding the date October 31st, **2007**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

19.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union legally strikes, or the Company legally locks out, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

19.03 By agreement of the parties hereto the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded.

Signed this _____ day of _____, **2005**.

LAMI GLASS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

APPENDIX "A": WAGE RATES PER HOUR

	Nov. 1, 2004	Nov. 1, 2005	Nov. 1, 2006
Production I	\$19.53	\$20.12	\$20.72
Production II	12.27 *	12.64 *	13.02 *
Shipper	12.27 *	12.64 *	13.02 *
Driver	12.27 *	12.64 *	13.02 *
Cutter	12.27 *	12.64 *	13.02 *
Probationary/Students	10.58 *	10.90 *	11.23 *
Charge Hand	0.84	0.87	0.90
First Aid	0.56	0.58	0.60

* Hourly wages denoted with asterisk are minimum hourly rates. Actual hourly rates may be paid above these hourly rates, as is the current practice, depending on the requirements and complexity of different jobs and the qualifications of the employee. All employees will receive a wage increase above their actual hourly wage rate paid as of November 1, **2004**. The increase will be a minimum three percent (3%) effective November 1, **2004**, three percent (3%) effective November 1, **2005** and three percent (3%) effective November 1, **2006**.

- Any employee who receives a higher wage than Appendix "A" shall never suffer a reduction in their rate of pay, and all further increases shall be calculated on their current rate as of the date the increases apply.

Charge Hand - An employee who is assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of the work.
 - Only one (1) Chargehand required per shift.

First Aid - When required by W.C.B. Regulations.
 - In possession of a Certified "C" Ticket.

APPENDIX "B"
ARTICLE 5 – Production I Employees

The following individual employee will be considered a Production I Employee:

Rob Priester