

FIRST COLLECTIVE AGREEMENT

BETWEEN:

**HARI STONES LIMITED
("Employer")**

AND:

**CARPENTERS, FLOORLAYERS AND ALLIED
WORKERS BARGAINING COUNCIL
("CFAW")
("Union")**

August 17, 2005 to March 31, 2007

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ARTICLE 1 - PURPOSE

The Employer and the Union desire to promote harmonious relations between the Employer, the Union and the employees of the Employer covered by this Agreement. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Employer and the employees. Consistent with this, the parties agree to the best of their ability to provide for a competitive and profitable company by meeting or exceeding the quality of product and service expectations of its customers.

ARTICLE 2 - SCOPE AND UNION RECOGNITION

2.1 Scope

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the *Labour Relations Code* of British Columbia.

2.2 Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

2.3 Definition

In this Agreement, "employee" means an employee in the bargaining unit.

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

Except as expressly provided otherwise by Letter Of Agreement No. 4, each employee must, as a condition of employment, be or become a member of the Union within three (3) months following the effective date of this Agreement, or three (3) months following the beginning of his or her employment, whichever is later. Each such employee shall remain a member of the Union in good standing as a condition of continuing employment.

ARTICLE 4 - UNION DUES

4.1 Failure To Pay Dues

Where an employee is expelled or suspended from, or denied, union membership because of the employee's failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union, the Union may, by written notice, require the Employer to terminate the employment of that employee. The Employer shall take such action provided it considers that it has just cause for termination.

4.2 Payment of Dues

All employees in the bargaining unit, whether Union members or not, shall pay dues to the Union, as such payment is required by the *Labour Relations Code* of British Columbia. (See Section 6(3)(f) of the *Code*.) This provision shall apply unless an exemption is obtained on religious grounds under Section 17 of the *Labour Relations Code* of British Columbia.

4.3 Dues Checkoff

Upon written authorization from an employee, the Employer agrees to deduct Union initiation fees and dues from the employee's wages, and to remit the monies so collected to the Union not later than the 10th day of the following month, together with a written statement containing the names of all employees for whom such deductions were made and the amount of each deduction.

4.4 Amount Of Dues And Initiation Fees

Each month the Union shall mail to the Employer a checkoff form, setting out the name of each employee in the Union and the amounts of dues, etc. owed. The Employer shall delete any names of employees who have terminated and add the names of any new employees.

4.5 Disclaimer/Indemnity

The Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, or charges brought against the Employer by an employee as a result of the application of this Article 4.

ARTICLE 5 - UNION REPRESENTATION

5.1 Recognition of Shop Stewards

The Employer shall recognize one (1) Shop Steward, elected or appointed by the Union, who must have passed his or her probationary period.

5.2 Notification

The Union shall notify the Employer in writing of the name of the Shop Steward. The Employer shall not be required to recognize a Shop Steward until it has been so notified.

5.3 Investigation/Processing Of Grievances

Except for emergencies or very serious situations, the steward's duties will be performed outside of normal working hours. If such duties are to be performed during working hours, the Shop Steward must first obtain permission from his or her supervisor. In no such case will there be any interference with operations.

5.4 No Union Activities

Neither the Union nor the employees will engage in any Union activities during working hours, or hold meetings at any time on the Employer's premises, except as provided in this Agreement.

5.5 Union Representatives

An authorized representative of the Union shall have the right to contact employees at the workplace to discuss matters respecting this Agreement or its administration. The Union shall obtain authorization from the Employer as to the appropriate time for such contact before meeting the employee(s). Such authorization shall not be unreasonably withheld. The Union will attempt to limit all such contacts to non-working hours.

5.6 Bulletin Board

The Employer shall make a bulletin board available for the posting of Union bulletins regarding meetings, appointment of committees, election of officers, seniority lists, dues, entertainment, and health and safety. All such bulletins must be approved by the Union and the Employer before posting. The Shop Steward shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement.

5.7

Labour-Management Committee

- (a) A Labour-Management Committee shall be established, consisting of one (1) representative of the employees and one (1) representative of the Employer.
- (b) On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (c) The purpose of the Labour-Management Committee is as follows:
 - (i) consideration of constructive criticisms of all activities so that better relations will exist between the Employer and employees;
 - (ii) increasing operating efficiency by promoting co-operation in effecting economy moves and workplace productivity;
 - (iii) reviewing suggestions from employees, questions of working conditions and service; and
 - (iv) fostering development of work-related skills and training and professional development.
- (d) The Committee shall be empowered to discuss and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. The Committee shall not have the power or the authority to change the Collective Agreement, but can recommend such change subject to enactment by written mutual agreement by and between the Parties.
- (e) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties.
- (f) Minutes shall be kept of all meetings of the Committee and a copy shall be provided to each Committee member, the Employer and the Union.

ARTICLE 6 – BARGAINING UNIT WORK CONSIDERATIONS

6.1 Performance Of Bargaining Unit Work By Management And Other Excluded Personnel In The Employ Of The Employer

Work normally performed by regular employees in the bargaining unit shall not be performed by management or other excluded personnel in the employ of the Employer outside of the bargaining unit if the direct result is the layoff such that they are without work of any regular employees who, in the opinion of the Employer, have the current qualifications and abilities and who are readily available to perform the work.

For the purposes of this Article, “qualifications” and “abilities” shall be evaluated and applied in accordance with the criteria set out in Clause 10.2 of this Agreement.

Additionally, and without limitation of the foregoing, persons outside the scope of this Agreement shall be permitted to perform bargaining unit work in the following types of situations:

- a. in an emergency;
- b. on testing or experimental work;
- c. in the instruction or training of employees including, but not limited to, demonstrating the proper use of any work-related thing or the proper method to accomplish any work-related task;
- d. to prevent potential injury to employees or damage to any property of the Employer.
- e. when regular employees with the current qualifications and abilities to perform the work to be done are not readily available to do this work.

Notwithstanding anything, management and other excluded personnel can continue to perform bargaining unit work as per current practice.

ARTICLE 7 - MANAGEMENT RIGHTS

7.1 Rights Reserved

The Union recognizes and agrees that except as expressly abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

ARTICLE 8 - SENIORITY

8.1 Definition

Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union. Where applicable, for employees other than full time regular employees, seniority shall be calculated on the basis of hours actually worked, exclusive of overtime, with each 1,956 hours actually worked equalling one (1) year of continuous service.

8.2 Seniority Date

Except as expressly provided otherwise in this Agreement, an employee's seniority date will be his or her most recent date of hire. When two (2) or more employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection chosen by mutual agreement between the Employer and the Union.

8.3 Leaving The Bargaining Unit

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

8.4 Leaves Of Absence

Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement. Seniority accrual in case of absence due to illness or injury shall only be continued for two (2) years from the date of commencement of the absence; thereafter, seniority shall be maintained but shall not accrue.

8.5 Probationers

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

8.6 Seniority List

The Employer shall provide the Union with a current seniority list at least once every six (6) months.

8.7 Loss Of Seniority

Seniority shall be lost and employment terminated if an employee:

- a. resigns;
- b. is discharged for just and reasonable cause;
- c. after a layoff, fails to report for work after being recalled;
- d. is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;
- e. is absent from work due to illness or injury for a period of twenty- six (26) weeks or less, without providing the Employer with a medical certificate from a qualified medical practitioner upon request by the Employer at any time during the illness or injury period, or upon his or her return to work, certifying that the employee was incapable of working due to such illness or injury for a specified period of time which coincides with his or her absence from work;
- f. works for another employer without the Employer's written approval, except while on layoff;
- g. uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- h. fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

ARTICLE 9 – EMPLOYMENT STATUS

9.1 Probationary Period

Each employee shall serve a probationary period of four hundred eighty (480) hours actually worked, inclusive of overtime hours actually worked, commencing with his or her date of hire. If the Employer, in its sole discretion, decides that the employee is unsuitable for continued employment, that his or her performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his or her duties, the Employer may terminate the employee's employment at any time during the probationary period. This probationary period may be extended with agreement by the Union. Such agreement will not be unreasonably withheld.

9.2 Regular Employees

Regular employees are employees who generally work up to forty (40) hours per week on a continuing basis.

9.3 Temporary Employees

Temporary employees are persons who are called into work by the Employer from time to time, and may or may not have regularly scheduled hours. Temporary employees are not obligated to work when requested. Such temporary employment opportunities shall first be offered to regular employees who are on layoff, providing they possess the current qualifications and abilities to perform the available work. Temporary employees shall be covered by this Agreement and shall be subject to payment of Union dues in accordance with the applicable provisions of Article 4.

9.4 Restriction

No temporary employees will be hired while a regular employee with recall rights, and who possesses the current qualifications and abilities to perform the available work, is on layoff.

9.5 Criteria

For the purposes of this Article, “qualifications” and “abilities” shall be evaluated and applied in accordance with the criteria set out in Clause 10.2 of this Agreement.

ARTICLE 10 – VACANCIES AND PROMOTIONS

10.1 Vacancies

Subject to the Employer’s needs, vacancies in existing or new classifications for full-time regular employment shall be posted in a conspicuous location for seven (7) consecutive calendar days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the seventh (7th) calendar day after the initial posting, on forms supplied by the Employer. If in the Employer’s view there are no suitable applications received by the end of the seventh (7th) calendar day after the initial posting, the Employer may fill the vacancy as it sees fit.

10.2 Criteria

- a. Job awards for promotions or posted vacancies shall be made by the Employer on the following basis: qualifications, abilities and seniority as defined in Article 7 (in that order). If in the Employer’s view the qualifications and abilities of two (2) or more candidates are equal, then the employee with the greatest seniority shall be awarded the job.

- b. For the purposes of this Clause 10.2, to be deemed to have the requisite “qualifications” an applicant must currently possess all of the approved, licences, certifications and/or other recognized qualifications for the full scope of work required by the Employer.
- c. For the purposes of this Clause 10.2, to be deemed to have the requisite “abilities” an applicant must have the present and previously-demonstrated competence to complete the full scope of work required by the Employer within acceptable time or other performance standards as adopted by the Employer and with minimal error.
- (d) For the purposes of this Clause 10.2, “abilities” shall include, but not be limited to, consideration of attendance and work performance.
- (e) Notwithstanding anything, the Employer shall not have to select any candidate who, in the opinion of the Employer, does not possess the qualifications and abilities necessary to perform the full scope of work required by the Employer.

10.3 Trial Period

Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of four hundred eighty (480) hours actually worked (including overtime hours actually worked) in the new position. If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that he or she cannot do the job, the employee shall be returned to his or her former position or one of equal rank.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) Displacement

Displacement means the loss by a regular employee of his or her current job classification due to:

- (i) a lack of work; or
- (ii) a reduction in the workforce; or
- (iii) a discontinuance of the Employer’s operations, in whole or in part; or
- (iv) introduction of the type of workplace adjustments contemplated by Article 28; or
- (v) being "bumped" in accordance with this Article.

(b) Layoff

Layoff means a displacement as defined in Clause 11.1(a) above such that a regular employee is without work.

11.2 Criteria Governing Displacement And Layoff

- (a) The regular employee with the least seniority shall be the first person to be displaced or laid off within each job classification, subject to the Employer's right to retain a workforce with the present qualifications and abilities to perform the full scope of the work within each job classification without the need for additional training.
- (b) For the purposes of this Article, "qualifications" and "abilities" shall be evaluated and applied in accordance with the criteria set out in Clause 10.2 of this Agreement.

11.3 Bumping Procedure

(a) "Bumping Rights" Defined

Subject to the criteria described in Clause 11.2 above, a regular employee displaced from his or her job classification by the layoff procedure may displace or "bump" a regular employee with less seniority in a lower rated job classification.

(b) Wage Rate After "Bumping"

A regular employee who "bumps" into a lower rated job classification shall become subject to the step-on-scale base hourly wage rates and progression per Appendix "A" for the lower rated job classification. Such regular employee shall initially be placed at the step-on-scale base hourly wage rate in the lower rated job classification which is closest to the step-on-scale base hourly wage rate the regular employee was receiving in the applicable higher rated job classification at the time of the displacement.

(c) No "Bumping Up"

The process of displacement and layoff shall not in any case result in any regular employee effectively getting a promotion, that is, moving from a lower rated job classification to a higher rated job classification. That is, there shall be no "bumping up".

11.4 Recall

(a) Recall Period

(i) If Seniority Less Than One (1) Year

A regular employee with less than one (1) year of seniority at the time of being laid off under this Agreement shall have the right for a period of one hundred eighty (180) consecutive calendar days from the date of last being laid off to be recalled to work by the Employer.

(ii) If Seniority One (1) Year Or More

A regular employee with one (1) year or more of seniority at the time of being laid off under this Agreement shall have the right for a period of three hundred sixty-five (365) consecutive calendar days from the date of last being laid off to be recalled to work by the Employer.

11.5 Seniority Maintained During Recall Period

Seniority for a regular employee who is laid off shall be maintained but shall not accrue during the recall period.

11.6 Criteria Governing Recall

- (a) The regular employee with the highest seniority shall be the first person to be recalled to a vacancy within a job classification previously held by the regular employee, subject to the Employer's right to secure a workforce with the present qualifications and abilities to perform the full scope of the work within each job classification without the need for additional training.
- (b) The process of recall shall not in any case result in any regular employee effectively getting a promotion, that is, moving from a lower rated job classification to a higher rated job classification than previously held by the regular employee.
- (c) "Previously held" for the purposes of this Clause 11.6 shall be defined to mean a job classification in which the regular employee worked for more than four hundred eighty (480) hours within the two (2) year period immediately prior to the date of last layoff of the regular employee.

11.7

Recall Process

(a) Recall Process

Subject to the Employer's needs, vacancies in existing or new job classifications involving regular employment that is expected to involve more than a total of eighty (80) hours of work, exclusive of overtime, that in the opinion of the Employer can be filled on a recall basis shall be filled in accordance with the provisions of Clause 11.6 above. Such vacancies shall not require any job classification posting under Article 10.

(b) Notice Of Recall

The Employer shall first attempt to contact by telephone a regular employee who is subject to recall under this Article. If such contact is not successful within twenty-four (24) hours of the initial contact attempt by the Employer, the Employer shall send a recall notice by registered mail to the regular employee's last known mailing address. For these purposes, a laid off regular employee shall be responsible for providing the Employer with his or her current contact telephone number and mailing address and any changes thereto.

(d) Failure To Respond To A Recall Notice

If an regular employee who has been laid off is issued with a recall notice pursuant to this Clause 11.7 and fails to report to work within fourteen (14) consecutive calendar days of receipt of such notice, this regular employee's name shall be removed from the recall list and the employment relationship shall be deemed to be severed. It is understood and agreed that a regular employee who receives a recall notice shall be obliged to contact the Employer as soon as possible to either accept or reject the recall.

(e) Wage Rate Upon Recall

A regular employee who is recalled shall become subject to the step-on-scale base hourly wage rates and progression per Appendix "A" for the job classification secured by the regular employee through the recall process. Such regular employee shall initially be placed at the step-on-scale base hourly wage rate in said job classification which is closest to the step-on-scale base hourly wage rate the regular employee was receiving in the job classification held by the regular employee at the time he or she was last laid off.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

12.2 Grievance Procedure

The following grievance procedure shall apply:

Step 1

Within ten (10) calendar days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with his or her immediate supervisor.

Step 2

If the matter is not resolved at Step 1, the employee shall present the grievance in writing to his or her Department Manager, clearly setting forth full particulars of the alleged violation, including the Clause(s) involved and the remedy sought. The written grievance must be presented within fifteen (15) calendar days of the alleged violation. Within five (5) calendar days following receipt of the written grievance, the Department Manager shall provide the employee with a written reply.

Step 3

If the matter is not resolved at Step 2, the employee or a Shop Steward shall present the written grievance to the General Manager or designate, within five (5) calendar days following receipt of the Department Manager's decision. The General Manager shall issue a written reply within five (5) calendar days following receipt of the written grievance.

12.3 Referral To Arbitration

If the grievance remains unresolved after the conclusion of Step 3, it may be referred to arbitration. Either party shall notify the other party in writing within thirty (30) calendar days of the conclusion of Step 3 of its desire to submit the grievance to arbitration.

12.4 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance at Step 3.

12.5 Failure To Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this Article shall be deemed to be settled on the basis of the last written reply received by the grievor.

12.6 Alternate Dispute Resolution

If the parties are unable to resolve the grievance through the normal grievance procedure in Clause 12.2, they may agree to the use of other dispute resolution process in which an independent person will assist the parties in resolving the differences through discussion, mediation, or making written recommendations.

12.7 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

ARTICLE 13 – ARBITRATION

13.1 Choice Of Arbitrator

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator.

13.2 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

13.3 Jurisdiction Of Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

13.4 Cost Of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE 14 – DISCIPLINE AND DISMISSAL

14.1 Just Cause Provision

The Employer shall not dismiss or discipline any employee who has completed his or her probationary period except for just and reasonable cause.

14.2 Major Discipline - Preliminary Meeting

Before suspending an employee without pay or discharging an employee, the Employer will convene a preliminary meeting with a duly authorized full-time representative of the Union from outside of the bargaining unit, as designated by the Union, to provide a forum for a review of the matter. For this purpose, the parties specifically agree to provide each other with disclosure of all relevant evidence within their knowledge or possession. This meeting must be convened within five (5) calendar days of the request by the Employer, otherwise the Employer shall have the right to proceed with the suspension without pay or the discharge, as the case may be.

14.3 Oral Warning Or Reprimand Is Not Disciplinary

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

ARTICLE 15 – PERSONNEL FILES

15.1 Personnel Files

A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain a copy of all relevant documentation concerning the employee's employment and work performance except for routine documentation such as payroll information, etc.

15.2 Employee Access To Personnel File

An employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee's personnel file.

15.3 Union Access To Employee Personnel File

A representative of the Union, who must be a full-time Union representative from outside the bargaining unit, shall have the right to read and review an employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and by written request to the Employer. On request, such Union representative shall be provided with a copy of any document, record or report contained in the employee's personnel file, upon written authorization of the employee.

15.4 Use Of Personnel File In Relation To Discipline

Written notices of discipline contained in an employee's personnel file which are more than eighteen (18) months old shall not be relied upon by the Employer to support any subsequent disciplinary action provided that in the interim there has been no other discipline. Notwithstanding the foregoing, the Union specifically agrees that the employer retains the right when invoking the doctrine of culminating incident to rely upon the entire employment history of an Employee including, but not limited to, the complete disciplinary record.

ARTICLE 16 - HOURS OF WORK

16.1 Application Of Article

This Article applies only to regular employees.

16.2 Normal Straight Time Hours Of Work

The normal straight time hours of work assigned by the Employer shall conform with the following:

a. Per Work Day

not more than eight (8) hours in any one (1) day;

b. Per Work Week

not more than forty (40) hours in any week;

All hours worked in excess of the above shall be paid at overtime rates, except as allowed otherwise by the *Employment Standards Act* of British Columbia.

16.3 Minimum Daily Hours Of Work

(a) Reporting Pay

An Employee who has not been notified not to report for work and who reports for work as scheduled, and who is subsequently sent home before starting work as scheduled, shall be paid two (2) hours pay at the Employee's regular straight time rate of pay.

(b) Regular Shift

If an Employee starts work on a scheduled shift, and is then sent home due to a lack of work, the Employee shall be paid a minimum of four (4) hours at the Employee's regular straight time rate of pay or for work actually performed, whichever is greater.

(c) When No Pay

An Employee who is given reasonable advance notice by the Company not to report to work shall not be entitled to any pay under this Clause 16.3. "Reasonable advance notice" for these purposes shall mean not less than twenty-four (24) hours prior notice, if the circumstances giving rise to the cancellation of work are within the control of the Employer.

16.4 Rest Periods

For each four (4) hours of scheduled work that are actually worked, other than overtime, on any work day, each regular employee shall be entitled to one (1) paid rest period of ten (10) consecutive minutes in duration. For greater clarity and certainty, this shall mean that in each eight (8) hours of scheduled work actually worked at straight-time rates, on any work day, each regular employee shall be entitled to two (2) paid rest periods, each of ten (10) consecutive minutes in duration.

16.5 Meal Period

Each regular employee who is scheduled to work and who actually works for longer than four (4) hours on any work day shall be entitled to one (1) thirty (30) consecutive minute unpaid meal period during each such work day.

16.6 Days Of Rest

Each regular employee shall be entitled to two (2) days off work, or days of rest, in each seven (7) consecutive calendar day period; otherwise, the overtime provisions of this Agreement shall apply. These days of rest shall be consecutive or non-consecutive as necessary to meet the operational requirements of the Employer.

16.7 Employer Scheduling Rights

The Employer specifically reserves the right to establish and change shifts and shift schedules at any time to meet its operational requirements. Without limiting the generality of the foregoing, the Employer shall have the right, subject to its sole discretion, to establish for each regular employee the hours and days to be worked and the start and end time for each such work day; the schedule for the rest breaks and the lunch period in each work day; and the days to be taken as days of rest; and to make any changes thereto which are consistent with the other provisions of this Article. The determination of regular starting and stopping times for daily and weekly work shall be made exclusively by the Employer and may be changed by the Employer from time to time, subject to the provisions of this Agreement.

16.8 Obligation To Remain At The Workplace

No employee shall leave the workplace during working hours without prior approval by the Employer, except in the proper performance of his or her job or during a scheduled unpaid meal period.

16.9 Shift Exchanges

There shall be no shift exchanges involving two (2) or more employees without the prior written agreement of the Employer in each case, which consent shall be subject to the sole discretion of the Employer and, when given, shall not give rise to any increased cost to the Employer. The exercise of the Employer's discretion under this Clause 16.9 shall not be subject to any grievance either by the Union or any employee.

16.10 Reduced Hours Of Work Is Not A Layoff

If the Employer reduces but does not eliminate the hours of work of any regular employee(s), this shall not constitute a layoff. Accordingly, the provisions of Article 11 (Layoff And Recall) shall not apply under such circumstances.

16.11 Recording Time

The Employer shall provide time clocks or comparable electronic or other time-keeping system(s) to enable employees to record their time for productivity and payroll purposes.

Employees must record their own time at the time they start and finish work segments and the time they commence and return from any rest and meal periods.

16.12 Training

Notwithstanding anything contained elsewhere in this Agreement, it is agreed that all hours worked in relation to training provided by or on behalf of the Employer including, but not limited to, travel time shall not incur any overtime or other premium or penalty pay but shall instead in all cases be paid at straight-time rates. All such hours worked in relation to training must have the prior approval of the Employer.

16.13 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.

ARTICLE 17 – OVERTIME

17.1 Overtime Pay

An employee shall receive overtime pay of one and one half times (1 ½ X) his or her regular hourly wage per Appendix “A” for all hours worked in excess of:

- a. eight (8) in a day; and
- b. forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day;

except as allowed otherwise by the *Employment Standards Act* of British Columbia.

17.2 Double Time

An employee shall receive overtime pay of two times (2 X) his or her regular hourly wage per Appendix “A” for all hours worked in excess of twelve (12) in a day, except as allowed otherwise by the *Employment Standards Act* of British Columbia.

17.3 Statutory Holidays

Where a week contains a Statutory Holiday, the references to hours in a week in Clauses 17.1 and 17.2 above shall be reduced by eight (8) hours for each Statutory Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the Statutory Holiday.

17.4 Distribution Of Overtime

The Employer specifically reserves the right to require overtime when necessary to ensure that personnel are available who in the opinion of the Employer currently possess the qualifications and abilities to do the required work; otherwise overtime will be voluntary. For the purposes of this Clause, “qualifications” and “abilities” shall be evaluated and applied in accordance with the criteria set out in Clause 10.2 of this Agreement.

17.5 Authorization Required

No employee is permitted to work unauthorized overtime hours. All overtime must be authorized by the employee's supervisor and the time card initialled accordingly.

17.6 No Banking Of Overtime Pay

There shall be no banking of overtime pay. Overtime pay shall be paid out by not later than the pay period following the pay period in which it is earned.

ARTICLE 18 – STATUTORY HOLIDAYS

18.1 Statutory Holidays

The following days are recognized as Statutory Holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day

18.2 Substitution Of A Day Off

The Employer shall have the right to substitute another day off for a Statutory Holiday, subject to mutual agreement by the Union. Such substitution shall be called a “day in lieu”. The Employer shall give affected employees at least ten (10) consecutive calendar days advance notice of any such substitution of a “day in lieu” for a recognized Statutory Holiday. Employees who work on a “day in lieu” shall be paid straight time rates.

18.3 Eligibility

- a. An Employee who has been employed by the Employer for at least thirty (30) consecutive calendar days before a Statutory Holiday and has worked or earned wages for fifteen (15) of the thirty (30) consecutive calendar days including, but not limited to, his or her last scheduled shift preceding the Statutory Holiday shall be eligible for Statutory Holiday pay for that day, or day in lieu thereof, in accordance with the provisions of this Article.
- b. An Employee who is otherwise eligible for Statutory Holiday pay pursuant to Clause 18.3 a. above must also work his or her next scheduled shift after the Statutory Holiday, or day in lieu thereof, and such shift must occur and be worked within fifteen (15) calendar days of the date of the Statutory Holiday, or day in lieu thereof, otherwise the Employee shall lose the entitlement to any Statutory Holiday pay per Clause 18.4 below for the given Statutory Holiday, or day in lieu thereof, unless the provisions of Clause 18.6 below apply.

18.4 Statutory Holiday Pay

An employee who is given a day off on a Statutory Holiday, or is given a day off instead of the Statutory Holiday, will be paid an amount equal to an average day's pay determined by the formula

$$\text{amount paid} / \text{days worked}$$

where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30) calendar day period preceding the Statutory Holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

18.5 Work Performed On A Statutory Holiday

If an employee is required to work on a Statutory Holiday, he or she will receive one and one-half times (1 ½ X) his or her regular hourly wage per Appendix "A" for the work performed on that day.

18.6 Vacation

If a Statutory Holiday, or day in lieu, occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such Statutory Holiday, or day in lieu.

ARTICLE 19 – ANNUAL VACATIONS

19.1 Vacation Entitlement

- a. Employees who have completed one (1) year of continuous service will be entitled to two (2) weeks' paid vacation per annum.
- b. Employees who have completed five (5) years of continuous service shall be entitled to three (3) weeks' paid vacation per annum.
- c. Employees who have completed twenty (20) years of continuous service shall be entitled to four (4) weeks' paid vacation per annum.
- d. Employees who have completed thirty (30) years of continuous service shall be entitled to five (5) weeks' paid vacation per annum.

19.2

Vacation Pay

- a. The Employer shall pay annual vacation pay to each employee calculated on the employee's gross earnings for the year in which the employee earned the vacation, at the rate of two percent (2%) for each week of annual vacation to which the employee is entitled.
- b. "Gross Earnings" for the purposes of this Agreement means all money paid to an Employee as wages; overtime pay; premium or other penalty pay; merit, bonus or incentive pay; pay for Statutory Holidays or days in lieu, vacation pay, and paid leaves of absence including, but not limited to, paid sick leave during a given time period as defined in this Agreement. "Gross Earnings" for the purposes of this Agreement does not include any money received by an employee for Workers' Compensation, Weekly Indemnity or Long Term Disability payments.
- c. Vacation pay earned in each bi-monthly pay period shall be paid out by the Employer to each Employee on his her next bi-monthly pay cheque.

19.3

Scheduling

- a. Senior employees shall be given preference in the selection of vacation periods. Vacation schedules will be subject to the needs of the Employer.
- b. For further clarification, it is understood and accepted that the busy periods of the year may vary between different classifications of employees. During those busy periods, the ability to take vacations may be restricted.
- c. The Employer will post the vacation schedule during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that calendar year by March 1st, and the employer shall confirm the vacation scheduling by March 31st in each year. Should an employee not select his or her vacation by March 1st, he or she will not be able to use his or her seniority to displace another employee from his or her pre-selected vacation period.

19.4

No Carry Over

Normally vacations must be taken during the twelve (12) months following each employee's anniversary date. Accordingly, vacation entitlement will not normally be banked or carried over from year to year. Upon receiving a written request, however, permission may be granted to carry over up to two (2) weeks' vacation, subject to the discretion of the Employer on a case-by-case basis.

19.5 Pro-Ration Of Vacation Entitlement

- a. Approved absences paid for by the Employer, including annual vacation, shall not reduce an employee's vacation time off work entitlements in the subsequent calendar year.
- b. Where an accumulation of absences due to sick leave, weekly indemnity and/or long term disability or due to an injury covered by Worker's Compensation exceeds six (6) calendar months in any calendar year, vacation time off work entitlement in the following calendar year shall be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) calendar months.
- c. Where an accumulation of absences, other than those stipulated above, exceeds three (3) calendar months in any calendar year, vacation time off work entitlement in the following calendar year shall be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) calendar months.
- d. Only vacation time off work is subject to pro ration under this Clause 19.5. Vacation pay shall not be subject to any such pro ration.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 Leave Of Absence For Union Business

a. Union Leave – Short Term

The Employer may grant a leave of absence without pay to no more than one (1) employee at any one (1) time to attend Union functions. Such leave will only be granted if the Employer receives at least fourteen (14) calendar days advance notification in writing from the Union requesting the leave. The total of such leave of absence in any calendar year shall not exceed forty (40) missed straight time hours of work. For the purposes of the application of this Clause 20.1 a. the Employer specifically reserves the overriding right at all times to retain a workforce with the current qualifications and abilities to perform the required work as per the criteria set out in Clause 10.2. Otherwise, leave under this Clause 8.03(a) will not be unreasonably denied by the Employer.

b. Union Leave - Extended

1. Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union beyond the scope of the Employer's operations shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service, for seniority purposes only, with the Employer.
2. An Employee on leave pursuant to this 20.1 b. may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case such employee shall be responsible for reimbursing the employer on a monthly basis for the full cost of such continued coverage, unless the Union provides otherwise.
3. On conclusion of a leave of absence under this Clause 20.1 b. the employee shall be returned by the Employer to his or her former job classification or to a comparable position. The employee must provide the Employer with at least thirty (30) calendar days advance notification in writing confirming the date the employee will be returning to work upon the conclusion of such leave.

20.2 Bereavement Leave

When a death occurs in an employee's immediate family, he or she shall be granted unpaid leave of absence for up to three (3) days off work. "Immediate family" means the employee's spouse, parent, child, brother, or sister. Employees shall be granted one (1) day off work without pay upon the death a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle or aunt. If more time off work for bereavement purposes is required it may be granted by the Employer as an unpaid leave of absence, subject to the discretion of the Employer.

20.3 Maternity And Parental Leave

Maternity and Parental leave shall be granted in accordance with the *Employment Standards Act* of British Columbia.

20.4 Emergency Family Leave

Emergency family leave shall be granted in accordance with the *Employment Standards Act* of British Columbia.

20.5 Jury Or Witness Duty

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave with pay for the required period of attendance. Such employees shall be paid an amount equal to the regular straight-time hourly wages they would have received had they worked as scheduled during such leave to a maximum of two (2) weeks, less any amount of money received for the jury or witness duty. Employees must provide the Employer with an account of all monies received for jury and witness duty, together with proof of service of the summons or subpoena. This leave provision shall not apply to employees required to attend court proceedings in which they are a named party. When either the Union or the Employer subpoena or summons an Employee to act as a witness on their behalf in a Labour Relations Board or arbitration proceeding, the Party causing issuance of such subpoena or summons shall be obliged to ensure the Employee is "made whole" with respect to lost straight-time wages incurred by the Employee for these purposes.

20.6 Other Leaves Of Absence

Leaves of absence, other than those expressly provided for in this Agreement, may be approved by the Employer, subject to the sole discretion of the Employer, and on such terms and conditions as may be resolved between the employee concerned and the Employer.

ARTICLE 21 – CLASSIFICATIONS AND RATES OF PAY

21.1 Appendix "A"

Each employee shall be paid not less than the hourly rate and applicable step-on-scale progression established by Appendix "A" for their job classification.

21.2 Step-On-Scale Placement And Progression

(a) Step-On-Scale Placement On Hiring

The Employer shall have the right to place a newly-hired employee at the step-on-scale applicable to the job classification which, subject to the sole discretion of the Employer, is appropriate given that employee's level of skill, abilities and qualifications relative to the job classification as determined exclusively by the Employer.

(b) Step-On-Scale Placement On Permanent Promotion

The Employer shall have the right to place an employee who is being permanently promoted at the step-on-scale applicable to the work to be performed by the employee which, subject to the sole discretion of the Employer, is appropriate given that employee's level of skill, abilities and qualifications relative to that work as determined exclusively by the Employer.

(c) Step-On-Scale Progression

Step-on-scale progression shall be subject to completion of the requisite "hours actually worked" as prescribed by Appendix "A". However, the Employer shall have the right to move an employee at any time to a higher step of the applicable scale if, subject to the sole discretion of the Employer, it is appropriate to do so, given the work being performed by the employee and that employee's level of skill, abilities and qualifications relative to that work as determined exclusively by the Employer.

21.3 Work In Higher Rated Job Classification

Where the Employer requires an employee to work temporarily in a higher rated job classification on more than five (5) consecutive work days, the employee shall be paid the step-on-scale base hourly wage rate for that higher rated job classification which is closest to the step-on-scale base hourly wage rate the employee is currently being paid in his or her lower rated job classification. This higher pay rate shall apply only to hours worked by the employee in the higher rated job classification after each five (5) consecutive work day "trigger" period. The intent of the Parties under this Clause 21.3 is to promote "on the job training" opportunities on a basis that is cost-effective for the Employer.

21.4 Work In A Lower Rated Job Classification

Where the Employer requires an employee to work temporarily in a lower rated job classification, the employee shall retain the step-on-scale base hourly wage rate the employee is currently being paid in his or her higher rated job classification.

21.5 "Higher Rated Job Classification" And "Lower Rated Job Classification" Distinguished

For the purposes of this Agreement, a "higher rated job classification" shall be distinguished from a "lower rated job classification" by the former having a higher top base hourly rate of pay per Appendix "A" than does the latter.

21.6 New Classifications

If the Employer creates a new or different classification, it shall establish a wage rate and step-on-scale progression for that classification. The Employer and the Union will then negotiate regarding the applicable wage rate and step-on-scale progression for the classification.

21.7 Employees To Be Paid Bi-Monthly

a. Employer To Pay Bi-Monthly

The Employer shall pay employees on a bi-monthly basis for the life of this Agreement. The maximum holdback period shall be seven (7) calendar days. The Parties agree that when a Statutory Holiday falls on a pay day wages shall be paid on the calendar day immediately preceding the Statutory Holiday.

b. Statement Of Earnings And Deductions

Each employee entitled to pay for a given pay period shall be provided by the Employer with a detailed statement of earnings and any deductions for that pay period.

c. Pay By Direct Deposit – Employer Option

The Employer shall have the option at any time to introduce a system of pay by direct deposit, upon at least thirty (30) consecutive calendar days prior written notice to the Union. In such case, each employee must give to the Employer appropriate deposit information for a financial institution of the employee's choice, which choice can subsequently be changed by the employee upon at least thirty (30) consecutive calendar days prior written notice to the Employer. If practicable, the Employer shall continue to issue manual pay cheques to Employees who desire payment in this manner; however, this choice shall be subject to the final decision-making prerogative of the Employer.

ARTICLE 22 – ADDITIONAL PAYMENT CONSIDERATIONS

22.1 Shift Premium Pay

Employees shall be entitled to shift premium pay as follows:

a. Shift Start Time Between 4:00 A.M. And 11:59 A.M., Inclusive

Shifts with a start time between 4:00 A.M. and 11:59 A.M., inclusive, shall not be subject to any shift premium pay.

b. Shift Start Time Between 12:00 P.M. (Noon) And 5:59 P.M., Inclusive

Shifts with a start time between 12:00 P.M. (Noon) and 5:59 P.M., inclusive, shall be subject to a shift premium of twenty-five cents (25¢) for each complete hour of work, exclusive of rest breaks and meal periods.

c. Shift Start Time Between 6:00 P.M. And 3:59 A.M., Inclusive

Shifts with a start time between 6:00 P.M. and 3:59 A.M., inclusive, shall be subject to a shift premium of fifty cents (50¢) for each complete hour of work, exclusive of rest breaks and meal periods.

22.2 Team Leader Premium Pay

For each hour that an employee, with the authorization of the Employer, actively performs Team Leader duties pursuant to Letter Of Understanding No. 1, such person shall be paid a premium, called the "Team Leader Premium Pay", in the amount of seventy-five cents (75¢) per applicable hour.

22.3 Mileage Allowance

Wherever possible, employees are expected to use Employer vehicles for conducting Employer business off site. Employees who are required and pre-authorized by the Employer to use their own vehicle in the performance of the Employer's business will be paid forty cents (40¢) per kilometer. To receive payment, mileage claims are to be submitted on the form provided by the Employer.

22.4 Additional Compensation Or Other Consideration

Nothing contained in this Agreement shall prohibit the Employer from granting, or any employee from receiving, any merit, bonus, incentive or other compensation or consideration, as determined subject to the sole discretion of the Employer, which is in addition to the entitlements of any employee as expressly provided for in this Agreement.

22.5 Limitation On Compounding Of Premiums Or Additional Pay

Except as expressly provided otherwise by this Agreement, each premium or additional pay consideration referred to in this Agreement shall be paid in addition to, but not compounded by, any other premium, overtime, penalty or additional pay provisions of this Agreement.

ARTICLE 23 - PERSONAL RIGHTS

23.1

No Personal Harassment

a. Prohibition Against Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment that is free of personal harassment. Accordingly, the personal harassment of any employee is prohibited.

b. Definition Of Personal Harassment

1. Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal. Personal harassment also does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Personal harassment includes, but is not limited to, any discrimination on the basis of any of the prohibited grounds prescribed by the *Human Rights Code* of British Columbia.

2. Sexual harassment, as defined in Clause 23.1 c. below, is also considered to be a form of personal harassment and will not be tolerated.

c. Definition Of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse work-related consequences.

Conduct of a sexual nature includes, but is not limited to,

1. sexual or physical assault,
2. propositions in exchange for workplace favours,
3. unwelcome sexual touching,
4. direct insult on the basis of gender,
5. relentless unwanted pursuit,
6. persistent leering at a person's body,
7. other like behaviour.

Whether or not conduct is seen as “unwelcome” will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought reasonably to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on adult mutual consent or normal social contact between employees.

d. No Frivolous, Vexatious Or Vindictive Claims

The Employer may undertake disciplinary or other appropriate action against any employee who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary action by the Employer with respect to any employee who has passed probation must be for "just cause".

e. Resolution of Personal Harassment Complaints/Grievances

Allegations of personal harassment shall be subject to resolution through the grievance and arbitration procedures contained in this Agreement, subject to the provisions of Clause 23.1 f. below, commencing at Step 3 of the grievance procedure.

f. Authority Of Arbitrator

An arbitrator hearing a grievance arising out of this Article shall have the authority to:

1. uphold or dismiss the grievance; and/or
2. return the issue to the Employer to determine the appropriate disciplinary penalty or other remedial action as concerns any employee in the bargaining unit; and
3. retain jurisdiction to resolve any issues with respect to the imposition of any discipline of any employee in the bargaining unit or any other matter related to the case; and
4. make such further orders as may be necessary to provide a final and binding resolution of the grievance.

ARTICLE 24 – SAFETY

24.1 Safety And Health

The Employer shall make all reasonable provision for the occupational health and safety of employees. Employees are expected to take all reasonable precautions in performing their work and to abide by all safety rules and procedures.

24.2 Safety Committee

The Employer and the Union agree to appoint one (1) Safety Representative to represent the bargaining unit and one (1) Safety Representative to represent the Employer on the Safety And Health Committee for a period of two (2) years. Where possible, all members will have at least one (1) year of experience working in this or a similar workplace. The functions of this committee are to work toward the objective of creating safe working conditions for all employees by meeting WCB requirements. Meetings of the Safety And Health Committee shall be held monthly during regular working hours.

24.3 Personal Protective Equipment And Clothing

- a. Employees who are required by WCB regulations to wear safety footwear will receive up to one hundred dollars (\$100.00) per year for CSA approved footwear, based on submission of bona fide receipts. Employees will have to complete one (1) year of employment with the Employer before entitlement to this safety footwear allowance is activated. Thereafter, Employees will be entitled to receive the safety footwear allowance on a yearly basis on the anniversary date that is one (1) year subsequent to the date of purchase of their previous safety footwear.
- b. Personal protective equipment and clothing deemed necessary by the Employer will be issued to eligible employees upon hiring or as needed in the opinion of the Employer. The cost to supply and replace this personal protective equipment and clothing when worn out will be paid for by the Employer. The cost of replacing personal protective equipment or clothing that is lost or abused will be deducted from the employee's pay.
- c. First aid kits will be placed and maintained in those areas required by the WCB regulations.

24.4 First Aid Attendant

For an employee assigned to first aid duties, the Employer will pay course costs associated with obtaining and maintaining a first aid certification subject to obtaining prior approval and subsequently successfully completing the course. Qualified employees assigned to first aid duties will be paid a premium of fifty cents (50¢) per hour worked above their classified rate as set out in Appendix "A".

24.5 Injury At Work

An employee injured while working on or off site shall suffer no loss of earnings for the hours he/she would have normally worked but were lost on the day on which the accident occurred. Employees must notify the Employer of their injury before leaving the workplace.

ARTICLE 25 – HEALTH AND WELFARE

25.1 Limitation Of Liability

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums to the insurance carrier, as applicable, and then only to the extent so required. Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

25.2 Selection Of Carrier

The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer.

25.3 Eligibility

Only employees who have completed six (6) consecutive months of employment after their last date of hire and who normally work for twenty-four (24) hours or more per week are eligible for any coverage under this Article and this eligibility is subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy.

25.4 Benefits

The benefits covered by this Article are summarized in a booklet provided by the insurance carrier as set out at Appendix “B” of this Agreement, which booklet does not form part of this Agreement.

25.5 Premiums

The cost of premiums under this Article will be paid for fully by the Employer save and except that eligible employees entitled to Short Term Disability and/or Long Term Disability coverage shall pay the full cost of the applicable premiums.

25.6 Medical Services Plan

The Employer will pay fully the cost of the Medical Service Plan premium for single coverage for each employee who meets the eligibility requirements set out in Clause 25.03 above. The Employer shall not be obliged to make this premium payment for any such employee who is eligible for spousal coverage through another employer.

25.7 Premium Payments When Off Work

- (a) The Employer shall not be required to continue paying any premiums for any coverage under this Article for any eligible Employee who is absent from work for any reason other than approved paid leave of absence or vacation for a period of greater than one (1) month, unless otherwise required by any applicable law. In such case, the otherwise eligible employee shall be given the option of paying the total cost in advance on a monthly basis for continued coverage under this Article, if this is allowed by the insurance carrier or by M.S.P. regulations, as applicable.
- (b) The Employer shall not be required to continue paying any premiums for any coverage under this Article for any eligible employee who is laid off in accordance with Article 11 of this Agreement. In such case, the otherwise eligible Employee shall be given the option of paying the total cost in advance on a monthly basis for continued coverage under this Article, for a period not to exceed three (3) months, if this is allowed by the insurance carrier or by M.S.P. regulations, as applicable.

ARTICLE 26 – RETIREMENT

26.1 Registered Retirement Savings Plan Contributions By Employer

The Employer shall match contribution by each individual regular employee into a Registered Retirement Savings Plan (“RRSP”) in his or her name to a maximum annual payment by the Employer per such employee in the amount of six hundred dollars (\$600.00), with these equally shared deposits to be made on a bi-monthly installment basis.

ARTICLE 27 – NO STRIKES OR LOCKOUTS

27.1 Prohibition

There shall be no strikes or lockouts so long as this Agreement continues to operate.

27.2 Definition

In Clause 27.1, "strikes" includes any strike, picketing, sit-down, stand-in, study session, slow down, or other curtailment or restriction of production, or interference with work in or about the Employer's operation or premises.

27.3 Discipline / Discharge

The Union agrees that any employee or employees who participate in, take part in, instigate or assist in any strike during the operation of this Agreement shall be subject to discipline or discharge.

27.4 No Benefit Continuance In The Event Of A Legal Strike Or A Legal Lockout

The Parties hereto agree specifically to exclude the operation of Section 62 of the *Labour Relations Code* of British Columbia. Consequently, in the event and for the duration of any legal strike or legal lockout the Employer shall not be obliged to make any premium or other payments in respect of any of the benefit plans including, but not limited to, the pension plan, described in this Agreement or otherwise make any such payments on behalf of any employees in the bargaining unit.

ARTICLE 28 – ADJUSTMENT PLAN

28.1 Adjustment Plan Process

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Agreement applies,

- a. the Employer must give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- b. after notice has been given, the Employer and the Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respect any of the following:
 1. consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 2. human resource planning and employee counselling and retraining;
 3. notice of termination;
 4. severance pay;

5. entitlement to pension and other benefits including early retirement benefits;
6. a bipartite process of overseeing the implementation of the adjustment plan.

28.2 Mutually Agreed Adjustment Plan Incorporated Into Collective Agreement

If, after meeting in accordance with Clause 28.1 above the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

28.3 Exceptions

Clause 28.1 and Clause 28.2 above do not apply to the termination of employment of employees exempted by section 65 of the *Employment Standards Act* of British Columbia from the application of section 64 of that Act.

28.4 Process Through Labour-Management Committee

Any meeting of the Parties arising out of this Article shall be conducted under the auspices of the Labour-Management Committee and Clause 5.8 of this Agreement.

ARTICLE 29 – SEVERANCE

29.1 Regular Employees

Except as expressly provided otherwise by this Agreement, regular employees laid-off for any reason under this Agreement shall choose to accept either:

- a. severance pay in which case they shall extinguish the right of recall; or
- b. retain the right of recall according to the provisions of this Agreement.

29.2 Severance Pay And/Or Notice In Lieu

Severance for each regular employee shall be any combination of one (1) weeks pay or notice in lieu for each year of continuous service with the Employer to a maximum of twelve (12) weeks or notice in lieu.

29.3 Limitation On Severance

Severance shall not apply when employment is terminated for any reason in accordance with Clause 8.7 of this Agreement.

ARTICLE 30 – GENERAL CONDITIONS

30.1 No Conflicting Agreements

No employee shall be asked to make any written or verbal contract which conflicts with this Agreement.

30.2 Smoking

For reasons of safety smoking is only allowed in designated areas. Non-compliance shall be subject to progressive discipline up to and including discharge.

30.3 Telephones

A telephone for personal use by Employees in emergency circumstances only and only for local calls will be provided by the Employer. Except in emergencies, out-going and in-coming telephone calls are only permitted during non-work times. Use for any reason of personal cell phones or similar devices during working hours is prohibited.

30.4 Bonding

If the Employer requires any employee to be bonded, the cost for such bonding shall be paid for by the Employer.

30.5 Preparation And Printing Of The Collective Agreement

- a. The Union and the Employer shall share equally the cost for preparing and printing successive Collective Agreements between the parties.
- b. Prior to printing any copy of this Agreement, or any of its successors, the Employer and the Union shall consult with respect to the design and format for the Agreement.

30.6 Headings

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

30.7 Gender/Singular And Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

30.8 Incorporated Documents

Except as expressly provided otherwise, all appendices to this Agreement in the form of letters of intent, understanding or agreement signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply, for so long as they have legal force and effect.

30.9 Savings Clause

If any provision of this Agreement is rendered invalid by statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 31 – DURATION

31.1 Term

The term of this Agreement shall be from August 17, 2005 to midnight March 31, 2007.

31.2 Notice To Bargain

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice require the other party to commence collective bargaining.

31.3 Exclusion

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code* of British Columbia.

31.4 Change In Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.

31.5 Continuing Or Ending This Agreement

This Agreement and all of its terms and conditions shall continue in force and effect after the expiry date of this Agreement until a new or revised Agreement is executed by and between the Parties or there is a strike or lockout, whichever event occurs first. In the event of a strike or lockout, this Agreement and all of its terms and conditions shall be null and void and shall no longer have any force and effect and this situation shall continue until a new or revised Agreement is subsequently executed by and between the parties.

Signed at Vancouver, B.C. this 5th day of August, 2005

FOR THE EMPLOYER:

FOR THE UNION:

Atul Kansal
President

Michael Autzen
Secretary Treasurer

Don Percifield
Consultant – Power Labour Relations

David Wright
Business Representative

Appendix “A” – Job Classifications And Wage Rates

JOB CLASSIFICATION:	Warehouse Worker		
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	August 17, 2005	April 1, 2006
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$09.75	\$10.25
	480	\$10.00	\$10.50
	960	\$10.25	\$10.75
	1,440	\$10.75	\$11.25
	1,920	\$11.00	\$11.75
NATURE OF DUTIES:	General labour to ensure efficient intake, storage, inventory and outflow of product through manual, mechanical and vehicular means.		
QUALIFICATIONS:	Possession of current forklift certification and a valid B.C. drivers licence are a condition of employment.		

NOTES TO APPENDIX “A”

(1) NATURE OF DUTIES:

The “nature of duties” as set out in this Appendix “A” are in each case intended to be an illustrative and not an exhaustive list of work functions. The “nature of duties” as set out herein are intended to reflect fluid pools of work functions. Accordingly, the “nature of duties” in each case can be changed as a reserved right of management. They do **NOT** constitute job descriptions.

(2) JOB (WORK FUNCTION) ROTATION:

All Employees are required to have the necessary qualification and acquire skills with respect to all jobs (work functions) in their job classification in order to facilitate job (work function) rotation within their job classification.

(3) CROSS-UTILIZATION:

Each Employee shall be obliged to perform any work within the bargaining unit as directed by the Employer, without regard to job classification. Employees in a higher job classification who perform work in a lower job classification shall maintain their current wage rate per this Appendix “A”, except as expressly provided otherwise by the Collective Agreement. Employees in a lower job classification who perform work in a higher job classification may be entitled, when applicable, to additional pay in accordance with Clause 21.3 of the Collective Agreement.

(4) GENERAL CLEAN-UP:

All Employees in the bargaining unit shall be obliged to perform general clean-up duties when directed to do so by the Employer.

(5) “HOURS ACTUALLY WORKED” DEFINED

For the purposes of this Appendix “A”, “hours actually worked” shall be defined to mean and include all worked hours paid for at straight-time and overtime hourly rates for work actually performed, including paid rest periods, but excluding meal periods, and any other “deemed worked” time, whether paid or unpaid under the Collective Agreement.

LETTER OF AGREEMENT NO. 1

BETWEEN

HARI STONES LIMITED
(hereinafter termed the "Employer")

AND

"CFAW"
(hereinafter termed the "Union")

RE: TEAM LEADERSHIP

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) Designation As Team Leader

The Employer shall have the right to designate one or more Employees to provide team leadership within the bargaining unit with the area of jurisdiction to be determined in each case, and changed as necessary, subject to the sole discretion of the Employer.

(2) Attributes Of A Team Leader

To be designated as a team leader, an Employee must demonstrate superior knowledge; expertise; work ethic; work record including, but not limited to, attendance; and interpersonal skills.

(3) Purpose Of Team Leadership

The role of a Team Leader is to provide mentoring, guidance and other assistance and support to Employees within his or her area of jurisdiction to promote enhanced morale and efficiency and excellence of production, as directed by the Employer. The role of Team Leader is in addition to and does not replace the other duties of such Employee as directed by the Employer.

(4) Team Leader Premium Pay

Team Leader premium pay shall be in accordance with Clause 22.2 and all other applicable provisions of the Collective Agreement.

(5) Selection Process

Selection of a Team Leader shall be subject to the sole discretion of the Employer and shall not require any job classification posting under the Collective Agreement. A Team Leader may have this designation removed at any time by the Employer, subject to the sole discretion of the Employer.

(6) Changing The Letter Of Agreement

This Letter Of Agreement may be changed at any time by the written mutual agreement of the Employer and the Union.

(7) Incorporating Letter Of Agreement Into Collective Agreement

This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Atul Kansal
President
FOR THE EMPLOYER

David Wright
Business Representative
FOR THE UNION

LETTER OF AGREEMENT NO. 2

BETWEEN

HARI STONES LIMITED
(hereinafter termed the "Employer")

AND

"CFAW"
(hereinafter termed the "Union")

RE: VALID B.C. DRIVERS LICENCE - CONDITION OF EMPLOYMENT

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) Pursuant to the provisions of "Appendix 'A' - Job Classifications And Wage Rates", possession of current forklift certification and a valid B.C. Drivers' Licence are a condition of employment.
- (2) Any bargaining unit employee who does not possess a B.C. Drivers' Licence as of November 14, 2005 shall be paid an hourly rate of pay one dollar (\$1.00) less than the hourly rate applicable pursuant to Appendix "A" until such time as the employee obtains the required B.C. Drivers' Licence. The required B.C. Drivers' Licence will be the licence allowing the employee to drive a motor vehicle without supervision.
- (3) Any bargaining unit employee who does not possess the type of B.C. Drivers' Licence described in Paragraph (2) hereof must obtain that licence by November 13, 2007 and, if the employee does not do so by that date, the Employer may terminate the employee's employment.
- (4) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Atul Kansal

David Wright

President
FOR THE EMPLOYER

Business Representative
FOR THE UNION

LETTER OF AGREEMENT NO. 3

BETWEEN

HARI STONES LIMITED
(hereinafter termed the "Employer")

AND

"CFAW"
(hereinafter termed the "Union")

RE: CARLOS LIZARRAGA

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) The Union specifically agrees that Carlos Lizarraga shall not have to become a member of the Union as a condition of employment. However, both the Employer and the Union agree that Mr. Lizarraga must in any event pay Union dues in accordance with Article 4 of the collective agreement. The Parties also agree that if in future Mr. Lizarraga voluntarily becomes a member of the Union he must thereafter remain a member of the Union in good standing as a condition of employment.
- (2) This Letter Of Agreement may be changed at any time by the written mutual agreement of the Employer and the Union.
- (3) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Atul Kansal
President
FOR THE EMPLOYER

David Wright
Business Representative
FOR THE UNION