

ZER-O-LOC ENTERPRISES LTD. AGREEMENT

THIS AGREEMENT, DATED FOR REFERENCE THIS 1ST DAY OF MAY 2004

BETWEEN: ZER-O-LOC ENTERPRISES LTD.
4740 VANGUARD RD.
RICHMOND, B.C. V6X 2P8
(Hereinafter the Employer, and/or
Company)

AND: Construction, Maintenance an Allied Workers Bargaining
Council, LOCAL 1928
720 12TH STREET, NEW WESTMINSTER, B.C.
V3M 4J9
(Hereinafter the Union)

ARTICLE 1 - OBJECT

1:01 The object of this Agreement is to:
- promote, maintain, and expand the well being and safety
of all employees covered by this agreement
- promote, maintain, and expand the well being of the
Company.
- promote peace and harmony between the Employer and
employees.
- promote the industry and elevate the trade.
- facilitate the peaceful adjustments of all disputes
and grievances, prevent strikes and lockouts and to
avoid unnecessary waste of time and expense in the
settlement of disputes.
- During the term of this Agreement, the Employer agrees
that there shall be no lockout and the Union agrees
that there shall be no strike.

1:02 All of the terms and conditions of this Agreement will
apply to all employees without discrimination as to race,
colour, ancestry, place of origin, political belief,
religion, marital status, family status, physical or
mental disability, sex, sexual orientation or age of that
person or because that person has been convicted of a
criminal or summary conviction or offence that is
unrelated to the employment or to the intended employment of
that person.

ARTICLE 2: COLLECTIVE BARGAINING UNIT

2:01 The Employer agrees that the Union shall solely represent its
members in respect of any unresolvable dispute, grievance,
question, negotiating matter or issue pertaining to or
arising from this agreement.

No direct or indirect bargaining shall take place between the individual employees or Employer which would alter the application or interpretation of the Collective Agreement, except at the direction of the Union and as provided for in this Agreement.

2:02 Both parties agree that personnel not included in the bargaining unit shall not perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this Agreement.

2:03 The Employer signatory to this Agreement will not sub-contract any custom work regularly manufactured in the shop to a non-union shop when a union shop is available.

ARTICLE 3: NOT APPLICABLE

ARTICLE 4: EMPLOYER'S RIGHTS

4:01 The Union recognizes that it is the exclusive right of the Employer to:

- a) Maintain order, discipline, efficiency, and productivity.
- b) Hire new employees based on their skill, ability, qualifications, education, etc., as per 5:02.
- c) Discharge, transfer, promote, demote, or discipline employees, as per Article 13:06, provided that a claim of a discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without just and reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- d) Operate and manage the business in all respects, in accordance with the commitments and responsibilities of the Employer.
- e) Determine the number and location of plants, implement and maintain plant standards of production for each department, the schedules of production, the kinds and locations of machines and tools to be used, the processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in its products. Prior to production start, the Employer shall sign off all engineering plans and production orders as complete and correct to the best of the Employer's knowledge. Should the Foreman or Leadhand discover any discrepancies or errors they shall bring them to the immediate attention of the Employer.

f) Publish and maintain reasonable rules, regulations, Company policy and guidelines, and safety policies.

4:02 The rights reserved to the Employer herein are subject to the provision of this Agreement.

ARTICLE 5: UNION SHOP

5:01 Every employee coming within the scope of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Employees at the date of signing of this Agreement, will join the Union within two (2) weeks following such date.

5:02 When new additional employees are required, the Employer agrees to contact the Union dispatch hall for such. If after 48 hours (2 working days) the Union is unable to supply competent Union members, then the Employer may obtain help elsewhere, it being understood that they register with the shop steward before commencing work and remain members in good standing as a condition of continuing employment.

The Employer may interview any candidates provided by the Union and should the Employer determine that the individual is not qualified, the Employer will not be required to hire that person. The Union reserves the right to challenge that decision through the grievance procedure, if necessary.

5:03 Head and Assistant Shop Stewards shall have one (1) year's service with the Employer and shall not be discriminated against. Management shall be notified by the Union of the name or names of such shop stewards and in the event of a layoff or reduction in the work forces, such shop stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the parties hereto, provided he/she has the necessary skills and qualifications to perform the required work.

New employees will be provided with a copy of the current Collective Agreement which they shall familiarize themselves with on their own time. Should they have any questions, they may approach the shop steward who will be given reasonable time to clarify their questions.

5:04 It is understood that the Head or Assistant Shop Stewards after consultation with Management, shall with permission, during working hours and without loss of time or pay, be allowed to leave his/her regular duties for a reasonable length of time in order to investigate and settle, if

possible, grievances in his/her jurisdiction.

5:05 Business Agents shall have access to all shops covered by this Agreement in the carrying out of their regular duties, after obtaining permission from Management, however, in no way will they interfere with the workers during working hours unless permission is granted. The Business Agent may also consult with the Shop Steward at any time during working hours after obtaining permission from Management or his/her representative; such permission is not to be unreasonably withheld.

The Head Shop Steward shall remain in the presence of the Business Agent whenever they are in official Union/ Management meetings unless both the Employer and the Business Agent agree otherwise.

5:06 Any employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments by check-off, shall be subject to discharge after seven (7) days' written notice to the Employer.

5:07 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line.

ARTICLE 6: DUES CHECK-OFF

6:01 The Employer agrees to deduct from each employee coming within the scope of this Agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer by the Union from time to time, only up to an amount of wages that are due to an employee.

6:02 Deductions will be made from the first earned pay period in each month and remitted to the Financial Secretary of the Union by the end of the applicable month. The remittance shall include a list of the employees, showing their respective deductions, new employees, terminations and those on compensation.

6:03 New employees, after having worked five (5) working days, shall be made liable for the required deductions. If deduction is not made from an employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.

6:04 The Employer agrees that if signed authorizations are deemed required to make such deductions, the Employer will obtain them. The Union will supply such forms upon request.

- 6:05 Dues Supplement Trade Advancement Fund: The Employer will automatically deduct from each member's wages, a dues supplement in the amount of two cents (\$.02) per hour for each hour worked by all employees working under the terms of this Agreement, and such deduction shall be forwarded to the Local Union by the fifteenth (15) day of the calendar month following the month in which the obligation arose.
- 6:06 Penalties for delinquent payment of contributions and/or deductions: A first time penalty of five percent (5%) will be levied on the outstanding amount of unpaid remittances. Further penalties will be ten percent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below.
- (A) The Union will advise the Employer within forty-eight hours (48) hours in writing of any delinquency.
- (B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification, the Union shall require and receive a five percent (5%) penalty of the amount of the later payment for a first time penalty and ten percent (10%) for further penalties.
- 6:07 Failing a resolution in Clause 6:06, the Union reserves the right to withdraw its members from the shop or job site for failure to pay any outstanding remittances and penalties.
- 6:08 Union dues will be deducted at three hours of pay per month.
- If an employee works one (1) day or less, then a deduction of \$13.25 is made.
 - If an employee works more than one (1) day but less than five (5) days, one (1) hours pay is deducted.
 - If an employee works more than five (5) days then the full three (3) hours pay shall apply.

ARTICLE 7: HOURS OF WORK

- 7:01 The hours of work shall be thirty-seven and one-half (37 1/2) hours per week, consisting of five (5) seven and one-half (7 1/2) hours days, from 7:00 a.m. to 3:00 p.m. The work days shall be Monday to Friday, or Tuesday to Saturday for maintenance workers, with one-half (1/2) hour for lunch. The regular starting and quitting time may be varied by mutual agreement between the Union and Employer.
- 7:02 Shift work will be paid at standard rates. A six percent

(6%) shift premium shall be paid in addition to the standard rate pay.

7:03 The second and third shift will work seven and one half hours plus one-half hour for meal break and receive the following shift premiums:

Second Shift: 7 1/2 hours straight time rate plus eleven percent (11%) shift premium.

Third Shift: 7 1/2 hours straight time rate plus twenty percent (20%) shift premium. **(See LOU#1)**

Any other hours worked in excess of the regular seven and one-half hours will be deemed overtime and the overtime premiums specified in Article 8 will apply.

7:04 No employee will be allowed to work more than one (1) regular shift in any day.

7:05 The working force on the day shift shall alternate with the working force on the second and third shift on a two week rotation or by mutual agreement between the Union and the Employer. Such rotation will be applied amongst all employees who have the skills and ability to perform such work. The practise of allowing volunteers to work steady afternoons, will continue. **(See LOU# 5)**

7:06 When shifts are being introduced, seniority by classification shall apply, the more senior people having the right to accept or reject second and/or third shift work. If the Employer has gone down the seniority list whereby senior employees have refused, then the Employer shall assign the classified employees required for the shifts from the bottom-up on the seniority list, provided they have the necessary skills and qualifications. Once introduced, shift rotation of employees will be as outlined in 7:05.

7:07 Regular hours may be varied where both the Employer and employees mutually agree, providing that such variations are approved by the Union.

ARTICLE 8: OVERTIME HOURS

8:01 All overtime worked before and after the regular shift will be paid for at double the regular rate of pay. All work performed on statutory holidays shall be paid for at double time rates in addition to the regular statutory holiday pay. All overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime.
(see LOU#2)

8:02 Over two (2) hours overtime worked, an employee required to work overtime before or after the regular shift, shall be provided with a meal allowance at a flat rate of twelve (\$12.00) dollars by the Employer. The one-half hour time for the first meal break, is to be on the employee's own time.

8:03 After six (6) hours and upwards of overtime worked, (based from the time the employee started the overtime), before or after the regular shift, a second meal allowance of twelve (\$12.00) dollars shall be provided by the Employer and after each four (4) hours worked thereafter, providing there is a continuation of work. All other such meal times of one-half hour shall be paid for at straight time rates.

ARTICLE 9: CALL-TIME HOURS

9:01 Any employee reporting for a scheduled shift and not being required shall receive not less than four (4) hours' pay. Any employee who works beyond the mid-shift lunch break shall be paid for the full regular shift unless the employee leaves on his own accord.

9:02 Any employee who has completed one (1) shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

ARTICLE 10: PAYMENT OF WAGES

10:01 The Employer shall, not later than each alternate Friday, pay to his employees all wages due to them up to a day not more than five (5) days prior to the date of payment. Each pay stub will include an itemized statement indicating hours worked at straight time and overtime, rate of pay, holiday pay and individual deductions. Payment of wages are to be paid by direct deposit into the employees' specified bank account. Deposit statements shall be issued prior to lunch breaks excluding coffee breaks, provided that the employees shall not open the envelope and review their pay slips on company time. If the need arises and the Employer requires to provide a cheque for payment, such cheques shall also be issued prior to lunch breaks excluding coffee breaks, provided that the employees shall not open the envelope and review their pay slips on company time.

- 10:02 Employees shall be provided either by mail or pickup, all wages and statements five (5) working days from the date of layoff, termination or an employee quitting.
- 10:03 Vacation pay earned for each employee is to be paid each pay period.
- 10:04 Where there is a dispute concerning wages, vacation pay, statutory holiday pay, etc. with the employee, that employee's hourly records or any related information for the disputed period shall be made available to the Union within two working days of request, for review and copies made if necessary. Only copies of the employee's hourly records will leave the premises.

ARTICLE 11: NOT APPLICABLE

ARTICLE 12: LEAVE OF ABSENCE

- 12:01 Employees who have completed their probationary period with the Employer will be allowed, in the event of death of relatives as noted herein a leave of absence. The pay of the employee is to be his regular straight time rate of pay for three working days. These three (3) days may be taken at the employee's discretion, provided they are contained within a seven (7) calendar day period of the relative's death. To be eligible to apply for such paid leave, the employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or layoff at the time for which leave is requested. The immediate relative will be: wife, husband, parent, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, and legally accepted common-law-spouse, children and parents. In the event of a request from an employee to extend the bereavement leave, such request shall be granted as an unpaid leave of absence, to a maximum of forty-five days out of North America and otherwise, fifteen (15) days. In extenuating circumstances these time limits may be extended by verbal mutual agreement between the Union and the Employer.
- 12:02 Any regular full-time employee who is required to perform jury duty on a day on which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty and his regular straight time hourly rates of pay for his regularly scheduled hours of work. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than three (3) hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hours normally worked, less pay received for jury duty. The employee will be required to

furnish proof of jury service or jury duty pay received.

- 12:03 Hours paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- 12:04 Union Business: Upon written request by the Union, not more than one (1) elected officer and/or delegate will be granted leave of absence without pay to a maximum of ten (10) days per calendar year for the purpose of such Union business.
- 12:05 Members elected to full time Union positions: Upon written request by the Union, the Employer agrees that an employee will be given a leave of absence without gain or loss of seniority, for such length of time as might be required.
- 12:06 The Employer will grant leave of absence to a maximum of six (6) months without pay to employees for compassionate reasons or for educational reasons or training or extended vacation purposes or as mutually agreed by the Employer and the Shop Committee, conditional on the following terms:
- (A) Applicants must:
1. Apply one month in advance unless circumstances arise beyond the control of the employee.
 2. Apply in writing to the Employer and Shop Committee disclosing grounds.
 3. Have eighteen (18) months' seniority, or less if agreed by the Employer and the Shop Committee.
- (B) The Employer shall grant such leave provided:
1. A suitable and qualified replacement is available.
 2. The Shop Committee has approved.
- (C) In cases where grounds for leave are of a confidential nature, the Employer shall have the exclusive right to grant such leave with written notice to the Shop Committee.
- (D) Authorized leave shall be in writing and shall be signed by the Employer and the Shop Committee. An employee not returning at the expiration of his leave shall be considered to have quit voluntarily unless he furnishes within three (3) days of the expiration of his leave, a reasonable excuse for not having returned.

ARTICLE 13: SENIORITY

13:01 The Employer recognizes the principle of seniority for employees who have completed thirty five (35) working days of employment. These same employees will be added to the seniority list on the thirty-sixth (36) day of employment. It is understood that the thirty five (35) workings days will be accumulated within a period of twelve (12) months from the first (1st) day of hire. Furthermore, seniority will be determined by the longest service with the Employer from the first day of work.

13:02 An up-to-date seniority list including, employees' names, classification and date of hire will be supplied to the Head Shop Steward, sent to the Union office as well as posting on the employees' notice board, whenever there is a change in the status of employees.

13:03 Layoffs: For the prevention of grievances arising over layoffs, those hired on the same day will be placed in alphabetical order on the seniority list. The Plant Manager shall notify the Head Shop Steward in writing prior to the layoff, the names of those to be laid off; it being understood that, with respect to alphabetical layoff, the final determining factor will be based on qualifications.

Layoffs will occur by seniority on a plant-wide basis and in order to avoid the continual layoff notice the Employer shall post the individual names of those to be laid off. At the expiry of that notice, if work continues, then a second notice must be given.

When a member has completed his probationary period with the Employer, in the event of a layoff, he shall be given three (3) days' notice wherever possible. The onus of proof that the three (3) days' notice could not be given rests with the Employer. However, he shall be given a minimum of seven and one-half (7 1/2) hours' pay at his regular rate in lieu of the said notice.

Employees whenever possible, shall notify the Employer at least three (3) days in advance of their intent to terminate their employment.

Employees with three (3) or more years of service with the Employer shall, in the event of layoff, be given one (1) week's notice or one (1) week's pay in lieu thereof. **(see LOU#_7)**

Order of Layoff: The Employee with least plant seniority shall be the first laid off, provided that the remaining

employees have the necessary skills and qualifications to perform the work required according to plant standard or in cases where plant standard cannot be established, then industry standard will apply. In the event a junior employee is retained, then the Union reserves the right to assess the affected employee's qualifications for the purpose of grievance.

13:04 Re-Hiring: Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list, provided they are available. The Employer shall maintain an address file of its employees and it shall be the employee's responsibility to notify his Employer in writing of any change of address together with a number at which he/she may be contacted.

No new employee will be hired until former employees who are available and have the necessary skills and qualifications to perform the work required are given the opportunity to return to work. In the event of a temporary call back (that being defined as a recall expected to last less than five (5) working days) those employees with three (3) or more years' seniority, being called back, will have the option of accepting or rejecting temporary callbacks, providing at the time of call back, they are not working for a non-union millwork shop. In the event the call-back is expected to last five (5) or more working days employees laid off and who have been notified of the plant vacancy by personal phone contact, courier or registered mail must respond to the Employer's notification.

Employees who have been laid off and who have been notified of the plant vacancy must respond to the Employer's notification of re-hiring within twenty-four (24) hours (excluding Saturday, Sunday and statutory holidays) of such notification. It shall not be a violation of this Agreement if the Employer fails to adhere to the strict principles of re-call when a laid off employee fails to respond to the Employer's notice of plant vacancy within the time limits prescribed.

If the Employer is unable to contact an employee regarding a call-back, the Employer will notify the local Union of their attempts of such call-backs. After notification from the Employer, the Union will attempt to notify the employee and will contact the Employer within a twenty-four (24) hour period, weekends and holiday excluded.

A recalled employee shall report back to work the following work day provided the employee is not sick, on W.C.B., on bereavement, on approved Leave of Absence or on approved vacation and is not working. In the event the recalled

employee is working, he/she shall report back to work by the fourth working day following notification by personal phone contact, couriered or registered mail.

Should an employee fail to report for work within the designated period and having no reasonable excuse for his failure, he/she shall forfeit all his seniority rights.

13:05 It is agreed between the Employer and the Union that seniority during layoff or leave of absence will be retained on the following basis:

(A) Employees with up to and including six (6) months seniority at time of layoff or leave of absence shall retain their seniority for a period of six (6) months.

(B) Employees with more than six (6) months to and including twelve (12) months seniority at time of layoff or leave of absence shall retain their seniority for eighteen (18) months.

(B) Employees with more than twelve (12) months seniority at time of layoff or leave of absence shall retain their seniority for twenty-four (24) months.

(D) Employees on compensation, sickness, or disability due to accident, for such time as it may take to recover health.

The Employer shall have the right to require a certificate from a qualified medical practitioner.

(E) It is understood that when an employee is recalled from layoff within the period as outlined in (A),(B) and (C) and returns to work following resolution of factors outlined in D), his plant seniority will remain unchanged from that originally established.

13:06 (1)All job vacancies, including promotions, transfers and new positions shall be posted for five days prior to the time Management requires the vacancy to be filled. The postings shall set out the classification (per Article 24), department, job description, qualifications, applicable work stations and applicable wage rate on the job vacancies. Postings shall be awarded by Management within ten (10) working days of the original posting date and senior employees who apply will be given the first opportunity for the position, taking their skills, abilities, qualifications and previous history into consideration.

(2)Training period from General Labour to Production C = 35 working days. Duties as stated in Article 24.

(3)Training period from Production C to Production B = 70

working days. Duties as stated in Article 24.

(4) Training period from Production B to Production A = 60 working days. Duties as stated in Article 24.

(5) Training period from Production A to Journeyman = 60 working days. Duties as stated in Article 24. **(See LOU#_3)**

(6) Once a posting has been awarded to an employee and training has commenced, the Shop Committee shall review his/her training progress once per month. The Training progress will be signed off by the Shop Committee and the Trainee. The successful applicant will be on probation equal to the time of his/her training in order for the Shop Committee to assess the applicant's ability. Should the applicant be unable to adapt to the skills required for the position, the applicant will return to his/her previous position.

(7) Rates for training will be the difference between his/her current rate and the rate of the job for which he is applying divided by 2 and added to his current rate.

(8) Upon successful completion of the training period the fully classified rate shall apply.

(9) Promotions to Foreman and Leadhand will be posted in the usual manner, taking into account their seniority and their ability to perform the work required as well as their previous history with the Company. Upon awarding of postings, the successful applicant will be on a probation period for two calendar months in order to assess the applicant's ability as Foreman or Leadhand. Should the applicant be unable to adapt to the skills required for the Foreman or Leadhand position, the applicant will return to his/her previous position. Foreman and Leadhands will be given sufficient time to perform their administrative responsibilities.

(10) Any temporary position that Management determines to be available as a result of a classified employee being absent for more than five working days shall be posted for forty eight hours at which time the position shall be temporarily awarded to the most senior and qualified applicant. If Management determines that this position can be covered by employees in the same or higher classifications, then this temporary position will not be posted.

(11) Once a job posting has been awarded Management will

determine whether any subsequent postings are, or are not, necessary to fill any vacancies that may have been created in other classifications by that award.

(12)When an employee has posted into a lower classified position. He/she shall be paid the rate of such classification, effective the date of commencing the new job. If there is doubt as to what classification should apply, the issue shall be referred to the Shop Committee for their recommendations.

13:07 Students - Definition: A student is defined as a person in full time attendance at school or university who is on summer break or on a break for a semester and who will be returning at the end of the break. If requested by the Union, proof of student status will be supplied.

The Employer may employ students during their break upon mutual agreement between the Union and the Employer. The Employer may employ students providing the student does not replace any Union member. The student will pay Union dues at two (2) hours' pay per month. (No initiation fee will be deducted.)

A student employed under conditions as above will not accrue seniority as per Article 13, Clause 13:01, and the Employer will not contribute Health and Welfare or Pension contributions on his/her behalf, but will receive all other benefits afforded by the Agreement.

13:08 It is hereby agreed between the parties that a Union/Management Consultation Shop Committee will be established. The Committee shall consist of not more than three persons representing the Union and an equal number representing the signatory Employer (that will be known as the Shop Committee). The Committee shall meet from time to time to discuss matters of mutual interest including but not limited to, individual employee's classification. Should a dispute arise as to an employee's classification and such dispute is not resolved by the Union/Management Consultation Committee, it shall be referred to Article 23:00 Grievance Procedure. The Union's Shop Committee will review other matters such as Leaves of Absences.

13:09 Should there be a reduction of the work force within a job classification, the employees so affected will be given the opportunity to:

1. Exercise their seniority into another classification by

"bumping" within one day after layoff notification has been served, provided they have the necessary seniority and the ability to do the work required according to plant standard or in cases where plant standard cannot be established, then industry standard will apply.

2. Take the layoff and retain their seniority as per Clause 13:05 and will be entitled to recall if a vacancy occurs within the job classification for which they elected to take the layoff.

ARTICLE 14: VACATIONS WITH PAY

14:01 Employees shall receive vacation pay in accordance with their years of seniority with the Employer as follows:

Up to 2 yrs. seniority	4% of gross earnings	2 weeks
2 yrs. or more seniority	6 1/2% of gross earnings	3 weeks
9 yrs. or more seniority	8 1/2% of gross earnings	4 weeks
16 yrs. or more seniority	10 1/2% of gross earnings	5 weeks

14:02 Re: Vacation Planner

A vacation planner will be supplied for the employees to indicate their choice of time for vacations. The vacation planner will be posted from January 1st to March 31st of each year and all employees will be obliged to fill out their preferences within that time period. It is understood that the vacation planner is used to assist in assuring your vacation period. The Company will notify employees of their vacation requests by April 30th or the sooner if finalized.

Vacations periods of up to three (3) weeks may be taken consecutively at the discretion of the employee, seniority in each department to be the deciding factor. In the event that employees choose the same time off and where it affects the operation or production, then seniority by department shall apply. Failing a senior employee to fill out the vacation planner within the period over less senior employee(s) who have, then that senior employee will not be given first option of vacation. Vacation changes beyond the control of the employee will be taken into consideration for re-scheduling purposes. **(See LOU# 4)**

A vacation list of those who have not taken their full entitlement along with the balance of vacation days remaining for each of the employees will be sent to the Union office by

October 1st of each year. Any scheduled vacations after this date will also be included. Employees that have not booked their vacation by the September 30th deadline will be given a final opportunity to do so. Failing for the employee to book the balance of his vacation entitlement, the Employer will do so at their discretion, taking their production and vacation schedule of other employees into consideration. All vacation entitlement must be taken and completed prior to Feb 28th of the following year.

Employees who have applied for and who have been approved by Management to combine two years of vacation entitlement, shall not be subject to the February deadline.

- 14:03 Employees having two (2) or more years of seniority with the Employer shall receive an additional two and one-half per cent (2 1/2%) of their gross earnings, to provide for a third week's vacation. This amount to be paid from the employee's first day of the start of the second year. In the case of an employee having two (2) or more years of seniority being laid off, discharged or quitting, the total vacation pay shall be six and one-half per cent (6 ½ %) of the employee's gross earnings.
- 14:04 Employees having nine (9) or more years of seniority with the Employer shall receive an additional two percent (2%) of gross earnings to provide for a fourth week's vacation. This amount to be paid from the employee's first day of the start of the ninth year. The fourth additional week shall be taken by mutual agreement between the employee and Employer. In the case of an employee having nine (9) or more years of seniority being laid off, discharged or quitting, the total vacation pay shall be eight and one-half per cent (8 1/2%) of the employee's gross earnings.
- 14:05 Employees having sixteen (16) or more years of seniority with the Employer shall receive an additional two percent (2%) of gross earnings to provide for a fifth week's vacation. This amount to be paid from the employee's first day of the start of the sixteenth year. The fourth and fifth additional week shall be taken by mutual agreement between the employee and Employer. In the case of an employee having sixteen (16) or more years of seniority being laid off, discharged or quitting, the total vacation pay shall be ten and one-half per cent (10 1/2%) of the employee's gross earnings.
- 14:06 The following shall be considered as days actually worked for determining eligibility for vacation pay percentage and vacation entitlement of an employee after one year of employment:

- A. Absence on Workers' Compensation up to a period of one year, provided the employee returns to his employment.
- B. Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- C. An employee laid off will, when he returns within his retention of seniority period, be credited with the time worked prior to and during layoff for the purpose of determining vacation pay percentage.
- D. Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

ARTICLE 15: STATUTORY HOLIDAYS

15:01 All employees covered by this Agreement who have been employed with the Employer one (1) month or more shall receive twelve (12) paid statutory holidays per year and any Federal or Provincial Government declared holidays, and shall receive a day's pay at their regular rate of pay on the pay day following the statutory holiday.

15:02 The twelve (12) statutory holidays shall be:

- | | |
|--------------------------------|-----------------------------|
| New Year's Day | B.C. Day (1st Mon. in Aug.) |
| Heritage Day (3rd Mon in Feb.) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

When Remembrance Day falls during the week, it shall not be moved.

15:03 When a statutory holiday falls on a non-working day, (the weekend), the working day recognized as such will always be taken on the Monday following. In the event of two statutory holidays, Monday and Tuesday will be taken on lieu thereof.

15:04 Employees laid off or who have quit their employment prior to a statutory holiday, shall be entitled to holiday pay for that holiday, provided they have worked at least ten full(10) days during the thirty (30) calendar days immediately preceding the Statutory holiday. Any employee that has worked the ten (10) days but has been terminated for just and reasonable cause, shall not be entitled to the statutory holiday pay.

ARTICLE 16: HEALTH AND WELFARE

16:01 Effective June 1, 2004 the Employer shall pay to the Millworkers' Health and Welfare Trust Fund contributions of one dollar and seventy-four cents (\$1.74) per hour for each hour worked. Deductions from the employees, if any, shall be as per written instructions received from the Millworkers' Health and Welfare Trust Fund and shall be provided to the Employer at least one month in advance of such deductions commencing.

Effective May 1, 2005, and for the duration of this agreement, any increases which has been determined by the Board of Trustees of the Millworkers' Health and Welfare Trust Fund, that are not due to increased benefits but are as a result of increased cost of existing benefits, shall be paid by the Employer to a maximum of ten \$.10 cents for each hour worked per year of the contract. The Employer shall be provided with one months notice of any such increases. The Employer may request written confirmation from the Millworkers' Health and Welfare Trust Fund of any Plan benefit changes, at the time of such increases. All contributions are due and payable for each employee covered by this agreement on or before the fifteenth day of the calendar month following the month in which the obligation arose.

16:02 Penalties for delinquent payment of contributions and/or deductions: First time penalty of five per cent (5%) will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below:

- A) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five percent (5%) penalty of the amount of the late payment for a first time penalty of the amount of the late payment for a first time penalty and ten per cent (10%) for further penalties.

16:03 Failing a resolution in Clause 16:02, the Union reserves the right to withdraw its members from the shop or job site for failure to pay any outstanding remittances and/or penalties.

16:04 The Union agrees that at all times, the total contribution, being defined as the Employer's

contribution and the Employee's deduction, for each hour worked shall be the same as the total contribution of all other Local 1928 Employer/Employees participating in the Plan.

ARTICLE 17: PENSION FUND

17:01 The Employer signatory hereto shall contribute to the pension plan in the manner and for purposes called for in this Article for each hour worked by all employees covered by this Agreement, according to the following schedule:

Effective May 1, 2004	\$1.82 for each hour worked
Effective May 1, 2005	\$1.87 for each hour worked
Effective May 1, 2006	\$1.97 for each hour worked
Effective May 1, 2007	\$2.07 for each hour worked
Effective May 1, 2008	\$2.17 for each hour worked

This applies only if the plan is contribution based.

17:02 Such contributions are to made solely by the Employer and no Employer will deduct such contributions or any portion thereof from employees' wages. Such contributions are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages.

17:03 The Employer shall pay to the Local Union 1928 Pension Plan. Such contributions are due and payable for each employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Plan.

17:04 Penalties for delinquent payment of contributions and/or deductions: First time penalty of five per cent (5%) will be levied on the amount of unpaid remittances. Further penalties will be ten per cent (10%). The original amount plus the penalty will be due and payable no later than one week after the notification from the Union has been served as set out in A and B below:

- A) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency.
- B) If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five percent (5%) penalty of the amount of the late payment for a first time penalty of the amount of the late payment for a first time penalty and ten per cent (10%) for

further penalties.

17:05 Failing a resolution in Clause 17:04, the Union reserves the right to withdraw its members from the shop or job site for failure to pay any outstanding remittances and penalties.

ARTICLE 18: NOT APPLICABLE

ARTICLE 19: TECHNOLOGICAL CHANGE

19:01 If the Company 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 in the bargaining unit,

(a) the Company shall give notice to the Union at least 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 Company and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following;

(i) consideration of alternatives to the proposed measure policy, practice or change, including amendment of provisions in this Collective Agreement;

(ii) human resource planning and employee counseling and retraining;

(iii) notice of termination;

(iv) severance pay to be equivalent to the Employment Standards provisions.

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

19:02 If, after meeting in accordance with Article 19.01, the parties have agreed to an adjustment plan, it shall be enforceable as if it were part of this Collective Agreement.

19:03 Articles 19.01 and 19.02 do not apply to the termination of the employment of employees exempted by section 65 of the Employment Standards Act from the application of section 64 of that Act.

ARTICLE 20: GENERAL CONDITIONS

20:01 A fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime of one (1) hour or more in duration has been scheduled, a fifteen (15) minute rest period will be allowed between the end of the regular shift and the start of the overtime.

20:02 Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Employer. It shall be the responsibility of the employees to dispose of their own trash in designated trash bins for the purpose of maintaining a sanitary environment and good housekeeping. The Employer shall provide a covered seating area for smokers.

20:03 Adequate and separate rest room facilities will be provided and shall be maintained in a clean condition by the Employer.

20:04 A three (3) minute pick-up/wash-up time is allowed prior to the end of the shift, which shall be indicated by a buzzer. Clean/wash up does not commence until the clean up buzzer goes. In order to prevent long line ups for punching out at shift end, the Employer will allow employees to punch out between the cleanup buzzer and the end-of shift buzzers providing that the employees do not leave the building early.

20:05 No employee shall supply any tools on the Employer's premises other than accepted normal tradesman's hand tools. Where drill bits, files, etc. are used extensively, the Employer shall supply the first issue and replace worn or broken items. At termination, the issued items shall be returned to the Employer.

20:06 The Employer must assure the safety of the employee's tools against fire and burglary while in his employ. If so requested, the employee shall submit to the Superintendent or Employer representative an inventory of tools and working apparel on the job.

20:07 No worker will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union or the Employer. He will not transport

goods manufactured by the Employer with his own motor vehicle on a regular basis.

- 20:08 Employees shall not be demoted, disciplined or dismissed for acting upon contrary instructions given them by Management.
- 20:09 Deleted.
- 20:10 If employees handle several jobs as part of their duties within a single shift, then such employees shall receive the highest rate of all classifications for the entire shift.
- 20:11 The Employer will endeavour to resolve parking problems for the employees during the term of this Agreement.
- 20:12 When the Employer requests an employee to take an upgrading course, they shall receive their straight time rate of pay for all hours spent in the class, upon successful completion. All registration fees shall be paid by the Company prior to the commencement of the course and time to write the examination(s) shall be paid at the employees' straight time rate of pay upon successful completion.
- 20:13 Employees who are late will be deducted pay in increments of fifteen (15) minutes. Such employees must report to their work stations within the fifteen minute increment in which their pay will be deducted, if late.

ARTICLE 21: SAFETY AND HEALTH

- 21:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the Industrial Health and Safety Regulations of the Workers' Compensation Act and any refusal on the part of a member to work in contravention of such regulations shall not be a breach of this Agreement. Further, no member will be discharged because he fails to work under unsafe conditions or because he insists on safe working conditions. Any refusal of a member to abide by Workers' Compensation Board regulation after being duly warned will be sufficient cause for dismissal. Such warnings shall be in written form.
- 21:02 A Safety Committee will be established in accordance with Workers' Compensation Board requirements. Safety meetings will be held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spend on behalf of the Committee. The Employer may have fifty percent (50%) of participants on this committee.
- 21:03 When an employee is unable to work due to a compensable injury recognized by the Workers' Compensation Board, he

shall be paid by the Employer for the full shift for the day of the injury.

21:04 When an Employer requests an employee to write an exam for a First Aid Course or a Survival First Aid Course, registration fees and time lost to write the exam shall be paid by the Employer upon successful completion. Employees who are required and requested by the Employer to renew their first aid tickets or take the exam for the first time shall receive their straight time rate of pay upon successful completion of the one week update course.

21:05 When the secretary of the Safety and Health Committee is a Union member, the Employer will provide such individual with the facilities and sufficient time during working hours to write the minutes of the monthly meetings.

21:06 The Employer shall supply the necessary protective devices for employees in accordance with the Workers' Compensation Board Regulation.

The Employer will also ensure that employees wear leather boots or shoes with adequate sole protection and meeting standard requirements of Workers' Compensation Board Regulations (14:08)

21:07 When an employee is sent from the plant for medical assistance (ie - hospital, doctor) for job related sickness or accident, transportation from the plant to the medical facility and return to plant will be provided by the Employer, or the Employer will reimburse the employee for the cost of such transportation on presentation of a receipt. In the event the employee goes home from the medical facility he will be reimbursed the equivalent amount of cost of transportation to the plant.

21:08 In plants or areas where the Workers' Compensation Board has ruled that the wearing of safety footwear is mandatory, the Employer will pay all employees an amount of four cents (\$.04) per hour to cover the cost of such footwear. Such footwear shall conform to the Workers' Compensation Board standards.

ARTICLE 22: DELETE

ARTICLE 23: GRIEVANCE PROCEDURE

23:01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without

stoppage of work as hereinafter provided.

All grievances shall be presented on a timely basis and no grievance will be considered unless the matter has been brought to the attention of the Employer in writing by the employee and/or his steward, or if unavailable, then his Union representative within the following time limits:

- (A) Within fifteen (15) calendar days for alleged discharge for cause.
- (B) Within sixty (60) calendar days for general grievances.
- (C) Within six (6) months for pay issues.

The time limits may be extended by mutual written agreement of the parties.

The specified time limits shall apply from the time the Union and/or employee were aware of the facts constituting the alleged violation.

All disciplinary letters issued to employees shall be pulled from the employee's file and destroyed twelve (12) months after the date of issue provided no other disciplinary letter has been issued in the intervening period. In that event, the twelve (12) months period will run from the date the last letter was issued.

- 23:02 The employee involved, preferably with the Head Shop Steward, will first take up the matter with the Plant Manager for action. If the Head Shop Steward is not available, the Assistant Shop Steward will be the next contact for the employee. Should the matter not be resolved within three (3) days from the time the issue was raised, the matter shall be referred as follows:
- 23:03 Failing resolution in 23:02, the Union representative and the Employer's representative will discuss and, if possible settle the matter.
- 23:04 Failing resolution in 23:03 above, within three (3) working days from the time they met, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.
- 23:05 Failing resolution in 23:03 above, within seven (7) working days from the expiry of the three (3) days noted above, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board under section 104 of the Labour Relations Code of one (1) member.

- (A) The party desiring arbitration shall apply to the Board.
- (B) The party receiving the notice shall be contacted by the Board notifying that the application has been filed. The Board will appoint the Arbitrator and the parties will conduct the hearing within twenty-eight (28) days from the date of the application or within the time limits prescribed by the Labour Code.
- 23:06 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 Arbitrator, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of the Arbitrator shall be final and binding upon the parties and they shall carry it out forthwith.
- 23:07 Each party shall pay its own costs and expenses of arbitration, and one-half the compensation and expenses of the Arbitrator.

ARTICLE 24: CLASSIFICATIONS AND WAGE RATES

24:01

Foreman: Duties to include:

- 1) - Each department will have one Foreman.
- 2) - Foremen from all departments will receive (written) instructions directly from Management. As such, Foremen have the authority to instruct and supervise all employees within each department to carry out such instruction from Management.
- 3) - A Foreman is a Journeyperson responsible for supervising workers of all classifications within a department.
- 4) - The Foreman must interpret written instructions from Management and assign work based on such instructions to employees of all classifications within the Foreman's department.
- 5) - must track and document statistics relating to work assigned by Management. Such statistics include but not necessary limited to production completed during the shift and inventory used during the shift.
- 6) - must determine inventory items and other materials required to complete scheduled production for a shift.

- 7) - must have good comprehension, upon instruction, of the Employer's manufacturing computer software system (Visual Manufacturing, including interpretation of manufacturing windows and pick lists, and completion of shipping lists).
- 8) - The Day or 1st shift shall require one Foreman per department. One Foreman or one Leadhand per department may direct the 2nd or 3rd shifts. A Leadhand may be temporarily required in lieu of a foreman on the first shift, in the event of the regular Foreman being absent on a temporary basis. Such instances of a temporary leadhand being required for the first shift, it shall be posted under the procedures for postings described herein the Collective Agreement.

Note: "Written instruction" will be interpreted as: (Written) instructions from the work orders, assembly instructions, cut list, bills of materials and shop drawings issued from Management.

Leadhands: duties to include:

- 1) - A Leadhand is a Journeyperson responsible for directing and instructing workers of all classifications within a department.
- 2) - A Leadhand shall be given instructions from the Foreman and in his absence, Management.
- 3) - The Foreman and/or Management shall interpret written instructions and then issue such instructions to the Leadhand on the second and third shifts. The Leadhand shall then issue such instructions to departmental employees of all classifications working the shift to which the Leadhand is responsible for.
- 4) - will be required to track and document statistics relating to the work assigned by the Foreman or in his absence Management. Such statistics include but not necessarily limited to production completed during the shift and inventory used during the shift.
- 5) - must have good comprehension, upon instruction, of the Employer's manufacturing computer software system (Visual Manufacturing, including interpretation of manufacturing windows and pick lists, and completion of shipping lists).
- 6) - A Leadhand may be temporarily required in lieu of a Foreman on the first shift, in the event of the regular

Foreman being absent on a temporary basis. Such instances of a temporary Leadhand being required for the first shift, it shall be posted under the procedures for posting described herein the Collective Agreement.

- 7) - Leadhand classification includes the ability to perform work in all classifications, as assigned by the Foreman, subject to the terms of this agreement.

Note: "Written instruction" will be interpreted as: (Written) instructions from the work orders, assembly instructions, cut list, bills of materials and shop drawings issued from Management.

Journey person: Duties to include:

A specialist recognized by the company capable of working independently at tasks and being assigned to all work in the plant, defined as follows;

- 1) - Must be able to independently and without supervision read and **follow written instructions from the Foreman or Leadhand.**
- 2) - Must be able to completely set-up and run all machinery, tools and equipment required to manufacture all products within at least one of the three (3) main departments, as defined herein:

(1) Panel Department, (2) Door Department, (3) EPS Department
- 3) - Must be able to complete paper work issued from the **Foreman or Leadhand** regarding production runs and production statistics and preventative maintenance records relating to all functions within at least one of the three main departments.
- 4) - After adequate training must have good comprehension of the E lists, and completion of shipping lists.
- 5) - Must be able to set-up all machinery and equipment for use by employees of other classifications and to provide supervision, direction and instruction for their use in at least one of the three main departments.
- 6) - Must have the capability of understanding and maintaining Company standards for all standards of workmanship and quality control, and communicating, directing, instructing and maintaining production standards and such Company standards to employees of all classifications as defined

herein.

- 7) - Must have the ability to perform all functions as defined under the Journeyperson classification without supervision.
- 8) - Must have the ability to read, understand and react to
- 9) - Journeyperson classification includes the ability to perform work in all classifications, as assigned by the **Foreman or Leadhand**, subject to the terms of this agreement.

Note: "Written instruction" will be interpreted as:
(Written) instructions from the work orders, assembly instructions, cut list, bills of materials and shop drawings issued from Management.

Production A: Duties to include the following:

A semi-specialist recognized by the company capable of performing tasks with limited or no supervision and being assigned to work in the plant defined as follows:

- 1) - Must be able to, with limited or no supervision, read work orders, assembly instructions, cut lists, bills of materials and shop drawings issued by the **Foreman or Leadhand**.
- 2) - Must be able to set-up and run all machinery, tools and equipment within at least one of the three main departments, (including production welding)
- 3) - Must be able to perform basic preventative maintenance on all of the equipment in at least one of the three main departments.
- 4) - Must be capable of being assigned to and performing all work, operate all tools and machinery, as well as set-up all tools and machinery for other classifications in at least one of the three main departments. in at least one of the three main departments.
- 5) - Production A classification includes the ability to perform work in lower classifications, as assigned by the **Foreman or Leadhand**, subject to the terms of this agreement.

Production B: Duties to include:

Capable of performing specialty tasks under limited

supervision with all machinery, equipment and tools in at least one of the three main departments, (production welding exempt).

- 1) - Capable of performing basic and specialty tasks under limited supervision in other departments.
- 2) - Capable of reading work orders, assembly instructions, cut lists, bills of materials issued by the **Foreman or Leadhand** and reacting to them, with direction, instruction and supervision from employees in higher classifications.
- 4) - able to assist in shipping and receiving with limited supervision in any of the three main departments.
- 5) - able to set-up and operate all machinery, equipment and tools under direct supervision in at least one of the three main departments. (welding in the door dept.exempt)
- 6) - able to set-up and operate machinery and equipment in other departments, under direct supervision, (the pre-expander and the billet mold in EPS are exempt.)
- 6) - includes the operation of forklifts, with limited supervision.
- 7) - Production B classification includes ability to perform work in lower classifications, as assigned by the **Foreman or Leadhand**, subject to the terms of this agreement.

Production C: Duties to include:

Production C employee who performs work requiring limited skills under close supervision in any of the three main departments.

- 1) - must have the ability to operate selected machinery in any o higher classifications.
- 2) - may set-up selected machinery and equipment, under close supervision from an employee of a higher classification under close supervision from an employee of a higher classification. (pre-expander and billet mold exempt)
- 3) - able to assist in shipping and receiving tasks under super
- 4) - includes operation of forklifts under close supervision.

- 5) - Production C classification includes the ability to perform work under the General Labourer classification as assigned by the Foreman or Leadhand, subject to the terms of this agreement.

General Labourer: Duties to include:

General Labourer performs work that is of a manual nature and/or requiring a limited amount of craft skill, working under direct supervision with an employee from a higher classification.

- 1) - assisting all other employees of higher classifications in the performance of their tasks.
- 2) - to include hand tools operation, cleaning and packaging of manufactured items, vacuum lifter, packaging line and glue line under direct supervision.

Millwright: Duties to include:

The employee filling this position will perform the following duties:

- 1) - installing, servicing, diagnosing products sold and servi
- 2) - maintenance duties - to include the technical aspects of repair and service for sequential computer operated equipment, interlocking switcher and logic systems, electric switches, conveyor belting, bearings, air controllers and cylinders and basic hydraulics, etc. (approximately 70% of his time will be spent in this area).
- 3) - shipping duties - forklift operation, computer use for check
- 4) - Interim Cross training employees for production welding.

All of these duties to be performed during times of full employment (all senior members working). At time of layoff, this employee would not:

1. do any production type work
2. drive forklift or do any shipping/receiving
3. perform any production welding without the consent of the Union.

Boiler Operator: Duties to include:

Must possess and maintain a boiler operators certificate valid in the Province of British Columbia, as per the following:

- 1) - Power Engineers and Boiler and Pressure Vessel Safety Act, R.S.B.C. 1996, c 368.s.35
- 2) - ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL, Order in Council No.376
- 3) - Must currently hold Production B classification or higher, as per the Collective Agreement.
- 4) - Must be able to independently and without supervision set-up and run the boiler and associated equipment, including the accumulator, blow-tank, and feed water tank.
- 5) - Must be able to independently and without supervision provide the specified steam requirements for the purpose of producing expanded polystyrene (EPS) to quality control standards and specifications set by Management.
- 6) - Must be able to perform daily tests on boiler, including tests for alkalinity and oxygen levels. Must be able to determine "Total Dissolved Solids (TDS)" for the purpose of determining amount of chemicals to be added.
- 7) - Must be able to perform basic repairs and basic preventative maintenance on boiler and associated equipment.

24:02	Wages:	May1/04	May1/05	May1/06	May1/07	May1/08
		0%	1%	1.5%	2%	2.5%
	Foreman	29.65	29.95	30.40	31.00	31.78
	Leadhand	27.90	28.18	28.60	29.17	29.90
	Production A	24.59	24.84	25.21	25.71	26.36
	Production B	22.06	22.28	22.61	23.07	23.64
	Production C	*19.23	19.42	19.71	20.11	20.61
	General- Lab	*17.73	17.91	18.18	18.54	19.00
	Note: (See LOU #7)					

C.O.L.A. Clause

In the 2nd year of the agreement a minimum 1.0% wage increase shall apply or the percentage increase based on the

annual change in the Vancouver Consumer Price Index reported from March of the previous year to March 31st of the current year, announced in April and applied May 1st, whichever is greater, to a maximum of one-half (1/2%) higher than the negotiated increase.

In years 3,4 & 5, the minimum noted negotiated increases shall apply to all classifications with COLA protection that in the event the CPI increases higher than the negotiated increases, the Employer shall increase the rates equal to the CPI percentage additionally, to a maximum of one-half (1/2) percent higher than the negotiated increases.

All lead hands to receive one-half (1/2) hour's additional pay per complete shift.

All forepersons to receive one (1) hour's additional pay per complete shift.

Boiler Operator ticket holders shall receive an additional sixty (\$.60) cents per hour for all hours worked over their classified rate.

Note: Students will receive the General Labourer's rate of pay.

24:03 First Aid Attendants:

When an Employer requires either a Level 1 or Level 2 First Aid Ticket Holder, he shall be paid the following premiums:

Level 1 Ticket Holder	\$0.25	per hour
Level 2 Ticket Holder	\$0.60	per hour, payable only when ticket is used.

ARTICLE 25: DURATION OF AGREEMENT

25:01 This Agreement will be effective from May 1, 2004 to April 30, 2009 and continue in full force and effect from year to year thereafter, unless either party at any time within four (4) months immediately preceding the anniversary date of this Agreement, gives notice of contrary intention. If no agreement is reached at the expiration date of this contract and negotiations are continued, this Agreement will remain in force until a new Agreement is reached or until negotiations are discontinued by either party.

25:02 The operation of Section 50, Sub-section 2 of the Labour Code of British Columbia Act is hereby excluded.

LETTER OF UNDERSTANDING #1

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance and Allied Workers Bargaining
Council, LOCAL 1928

RE: 7:03 SHIFT DIFFERENTIAL

It is agreed and understood that Article 7:03 will be amended as follows, effective May 1, 2004.

Second Shift Seven and one-half (7 1/2) hours straight time rate plus six per cent (6%) shift premium or seven (7) hours' work for seven and one-half hours' pay. The pay or hours of work will be at the discretion of the Employer.

Third Shift Seven and one-half (7 1/2) hours straight time rate plus twelve per cent (12%) shift premium or six and one-half (6 1/2) hours work for seven and one-half (7 1/2) hours' pay. The pay or hours of work will be at the discretion of the employer.

This Letter of Understanding will be in effect until April 30, 2009.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #3

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance and Allied Workers Bargaining
Council, LOCAL 1928

Re: 13:06 Training Periods

It is agreed between the Employer and the Union that training periods may be reviewed by the parties during the term of this Agreement.

When and if this is done, the new proposal to change training periods will be subject to a vote of the plant employees.

Dated this _____ day of _____ 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #4

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance and Allied Workers Bargaining
Council, LOCAL 1928

RE: 14:00 Pro-rating Vacation Entitlement

It is agreed and understood that the Employer shall pro-rate vacation entitlement on the following basis whenever the employee has worked less than 450 hours in the previous quarter.

The calculation shall be for hours worked in the quarter over hours times 1/4 times the number of vacation days entitled to in the year. The employee's entitlement shall not exceed 100% of the entitled vacation days. Any part days shall be rounded up to a full day for determination of entitlement. In the event the vacation entitlement shall not be less than two weeks (10) days for employees with greater than one (1) year seniority.

This calculation shall be done each quarter and the vacation entitlement shall be on a calendar basis.

For example;

An employee in the year 2000 worked the following hours.

450 in the first quarter

300 in the second quarter

350 in the third quarter

200 in the fourth quarter

The employee is entitled to four weeks vacation (based on his seniority).

1st quarter - $450/450 \times 1/4 \times 20$ days = 5 days

2nd quarter - $300/450 \times 1/4 \times 20$ days = 4 days

3rd quarter - $350/450 \times 1/4 \times 20$ days = 4 days

4th quarter - $200/450 \times 1/4 \times 20$ days = 3 days

Total pro-rated vacation entitlement for the year = 16 days

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #5

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance an Allied Workers Bargaining
Council, LOCAL 1928

Re: Article 7:05

It is agreed and understood that the intention of the Article is to ensure that all employees rotate shift work equally to lessen the burden to any group of junior employees. However, the parties have agreed that Foremen will be exempt from rotation, until there are employees that have acquired the skills and ability to perform the Foreman or Leadhand duties. When this is the case, the Foremen will also rotate.

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #6

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance and Allied Workers Bargaining
Council, LOCAL 1928Re: New interim Rates for Production C and General Labourer
classifications.

It is agreed between the parties that Article 24:02 will be amended for the duration of this Collective Agreement to reflect new rates for any newly hired employees filling the Production C or General Labourer classifications.

	June/04	May1/05	May1/06	May1/07	May1/08
Production C	16.97	17.14	17.40	17.74	18.19
General Labourer	14.75	14.90	15.12	15.42	15.81

Such new employees (new hires as of January 1, 2004) filling the Production C or General Labourer classifications who gain seniority as per Article 13:01 will be reviewed by the Shop Committee after 180 days worked and 360 days worked. Days worked during probation (as defined in 13:01) shall count towards the 180 days and 360 milestones.

At 180 days worked, such employees will be eligible to move half way between the rates outlined in this LOU#6 and the regular rates outlined in 24:02 of the Collective Agreement within his/her classification, upon review and recommendation by the Shop Committee.

At 360 days worked, such employees will be considered for the full rate as per 24:02 of the Collective Agreement within his/her classification, upon review and recommendation by the Shop Committee.

This Letter of Understanding will expire on May 30, 2009.

Dated this day of , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #7

BETWEEN: ZER-O-LOC ENTERPRISES LIMITED

AND: Construction, Maintenance and Allied Workers Bargaining
Council, LOCAL 1928

Re: 13:03 Layoff notice

The Employer and the Union agree that a "continual layoff notice" is not conducive to plant morale and employee planning.

For the purpose of clarifying the intent of this LOU #7, a "continual layoff notice" shall be defined as a new layoff notice posted by Management within one full week ending from the date of the previous layoff notice. For example, as per the terms of this LOU#7:

- if a layoff notice is posted on Monday, March 1, the next acceptable layoff notice would be Tuesday, March 9. A new layoff notice posted on Monday, March 8 would be defined as a continual layoff notice.
- if a layoff notice is posted on Wednesday, March 3, the next acceptable layoff notice would be Monday, March 15. A new layoff notice posted on Wednesday, March 10 would be defined as a continual layoff notice. As per the terms of this LOU#7, a layoff notice shall not be posted on a Thursday or a Friday.

It is understood by both parties that a "continual layoff notice" shall not be confused with an "expanded layoff notice", whereby Management is forced through lack of work to add to the number of names on a current layoff notice within the same week.

The Employer and the Union have agreed to the following for a trial period that may be terminated subject to two weeks' written notice by either the Employer or Union:

1. Layoff notice for all employees will be three days notice or three days pay in lieu of.
2. The "continual layoff notice" as defined in this LOU#7 will no longer be posted.
3. Future layoff notices shall not be posted on a Thursday or Friday.
4. If new employees are hired all layoff notices shall be cancelled for a minimum of a two week period.
5. This two week period shall not apply if the Employer is manning up to the current seniority list level.

The Employer and the Union mutually agree that the Head Shop Steward or Assistant Shop Steward will inform Management immediately upon suspicion by the Stewards and/or the employees that a layoff notice may be continual. If the Employer and the Union cannot agree to a solution, then the two weeks written notice can be given unilaterally by either party to terminate this LOU#7. Within the two week notice period, the Union and Management will either agree to meet to try and resolve the issue or return to 13:03 of the Collective Agreement.

This Letter of Understanding will expire on April 30, 2009.

Dated this _____ day of _____, 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION