

COLLECTIVE AGREEMENT

Between

ALLIED WINDOWS

AND

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA) LOCAL 114**



August 1, 2006 to July 31, 2009

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ARTICLE 1: INTRODUCTION

1.1 The following are the purposes of this Agreement:

- a. to ensure cooperative and harmonious relations and to ensure the most efficient operation of the manufacturing and delivery systems;
- b. to set forth all agreements between the Employer and the Union regarding rates of pay, hours of work and other conditions of employment;
- c. to establish and maintain an orderly and harmonious relationship between the Employer, the Union, and the employees; and
- d. to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.

1.2 Future Legislation

- a. In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- b. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by advertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

1.3 No Conflicting Agreements

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

1.4 Performance of Bargaining Unit Work

Excluded employees will not perform work which is normally performed by employees in the bargaining unit where, as a direct result, an employee in the bargaining unit who is qualified to perform the work would be laid off, or would not be recalled from layoff. Performance of such work shall not exceed past practise.

1.5 Protection Against Contracting Out of Work

The Employer will not contract out work which is normally performed by employees in the bargaining unit if:

- a. Employer=s space, equipment and material are available to perform the work in a cost effective manner; and
- b. An employee in the bargaining unit who is qualified to perform the work would be laid off, or would not be recalled from layoff as a direct result of such contracting out.

1.6 Savings Clause

If any provision of this Agreement is rendered invalid by a 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.

1.7 Bridging Clause

The Employer agrees that no provisions of this Agreement shall be used to reduce wages and conditions presently in effect at the ratification of this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

The Union agrees that the customary rights and prerogatives of management including the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the terms of this Agreement.

ARTICLE 3: UNION RECOGNITION

3.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit as certified by the Labour Relations Board of British Columbia.

3.2 Union Membership

All employees, shall as a condition of continued employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes effective shall become members of the Union upon completion of their first week of employment.

3.3 Definition

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

3.4 Union Dues

a. Union Dues - Deduction

The Employer agrees to deduct monthly from the earnings of each employee as required by the legislation, union dues and initiation fees as fixed by the Union from time-to-time. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from the employees upon proper written notification from the Local Executive of the Union.

b. Reporting of Dues Deducted

The Employer agrees to show on each employee's annual T4 slip the amount of Union dues deducted.

3.5 Union Dues - Remitting

The total amount so deducted shall be forwarded to the Secretary-Treasurer of the Local Union within ten (10) days following the month for which the Union dues were deducted on a reporting form provided by the Union.

3.6 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.

3.7 Recognition of Shop Stewards

The Employer and the Union agree to recognize a maximum of one (1) steward per building on day-shift, one (1) for yard/shipping/trucking/service and, if required one (1) for each evening or night shift. The Union agrees to provide the Employer with a written list of the employees designated as stewards for each jurisdictional area. The Employer shall not be required to recognize a Shop Steward until it has been so notified.

3.8 Union Leave - Long Term

Upon sufficient request to the Employer's Representative, the Employer shall grant Leave of Absence without pay to an employee who is selected to a full time union position.

3.9 Union Leave - Short Term

The Employer may grant a Leave of Absence without pay to up to four (4) employees who are selected to attend Union Conventions and for other Union business. Such leaves shall not exceed ten (10) working days. Such leave will not be unreasonably denied.

3.10 Union Leave - Notice

In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this Leave of Absence, as set forth in Articles 3.8 and 3.9, the Employer shall be advised in writing ten (10) days prior to the day on which the Leave of Absence is to commence.

3.11 Investigation/Processing of Grievances

Stewards will be permitted to investigate and process grievances during normal workplace hours. The steward shall first obtain the permission of his/her immediate supervisor.

3.12 Union Representatives

The Union Representative(s) shall be allowed access to the Employer=s premises during the luncheon period on routine matters. When it is desirable or necessary to hold a meeting or enter the premises at any other time than the luncheon period, with the exception of posting Union notices, permission shall first be obtained from the Employer. Such permission will not be unreasonably withheld. The Union Representative shall make his presence known to the Employer when he/she first arrives.

3.13 Notice Board

The Employer shall make one (1) bulletin board available for the posting of official Union bulletins regarding meetings, appointment of committees, election of officers, seniority lists, dues, entertainment, and health and safety. The Shop Steward shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement. The Union agrees that the bulletin board shall not be used for the posting of information or notices detrimental to the Employer or its business.

3.14 New Employee Orientation

Each newly hired employee will be introduced to the Shop Steward at the first opportunity when doing so will not cause an undue interruption with the performance of the Steward's job duties. In any event, such introduction will take place within one (1) week of the date of hiring. The Shop Steward will provide

the employee with a copy of the Collective Agreement and will be allowed up to ten (10) minutes without loss of pay, to familiarize the new employee(s) with the terms and conditions of employment.

3.15 Pay for the Union's Negotiating Committee

The parties agree that the Employer will continue to pay members of the Union Negotiating Committee, without loss of benefits, for time spent in negotiations and the Union will reimburse the Employer for such pay within thirty (30) days of receiving the request for payment.

3.16 Update on Employee Information

The Employer agrees to provide the National Union, once every six (6) months, with the names and addresses of all the employees in the bargaining unit. These shall be mailed or faxed to the National Union office in New Westminster.

3.17 Employee's Responsibility

It shall be each employee's responsibility to ensure his/her employment records including address, telephone numbers, marital status, number of dependents and other such information are kept up to date.

3.18 Steward's Meetings

The Company agrees to provide thirty (30) minutes of meeting time on Company time once every month for the Stewards to discuss amongst themselves matters pertaining to the administration of the Collective Agreement. Such meetings will be coordinated in advance with the Company.

ARTICLE 4: COMMUNICATION COMMITTEE

A Labour-Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. 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. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 5: DISCIPLINE AND DISMISSAL

5.1 Dismissal and Discipline

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

5.2 Discipline Acknowledgement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

5.3 Right to Representation

The Employer agrees that if the Employer chooses to implement written discipline, suspension or discharge of an employee, a Shop Steward shall be present.

5.4 Employee and Union Advised Complaint

No complaint shall be recorded against an employee nor may be used against him/her unless the Employee and the Union are advised in writing within ten (10) working days of the Employer's knowledge of the incident or occurrence.

5.5 Union Support not Subject to Discipline

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a labour dispute. Failure to cross a picket line shall not be considered grounds for disciplinary action nor otherwise to be a violation of this Agreement.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 Co-operate to Adjust Grievances

It is agreed that grievances and disputes relative to the interpretation, application, operation or alleged violation of the clauses of this Agreement which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time. In order to facilitate the foregoing the parties agree to abide by the following:

a. Disclosure

The Union agrees that grievance forms shall contain details sufficient for the Employer to respond. The Employer agrees to provide a written

response which contains sufficient details to enable the Union to respond. The Employer agrees that the Employer representative who made the original decision which is the subject of the grievance shall be available at all levels of the grievance procedure.

b. No Discussion With Grievor

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union representative.

c. Representation

The Employer and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

d. Processing of Grievances

The Employer agrees that shop stewards are permitted to process grievances on Employer time provided permission is received in advance from the supervisor. Such permission shall be granted as operational requirements permit and will not be unreasonably withheld. Subject to the foregoing, time spend in handling grievances will be considered as time worked.

e. More Than Three Employees

Where more than three (3) employees are required to attend a grievance meeting, the meeting may be held after hours on the employee's own time.

6.2 Procedure

All grievances and disputes alleging a violation or misapplication of the terms of this Agreement must be initiated within fifteen (15) working days after the incident that gave rise to the grievance or be deemed to have been abandoned. The procedure for adjusting grievances, except those specified in Article 6.3, shall be as follows:

Step 1 An employee alleging a violation or misapplication of this Agreement shall, together with a shop steward if the employee so desires, discuss the matter with his/her supervisor or designate. Within three (3) working days following the initial discussion of the matter, the Employer shall answer the complaint verbally.

Step 2 If the answer at Step 1 was not satisfactory, the complaint shall be reduced to writing and submitted to the Plant Foreman within five (5) working days of the answer to Step 1. The Chief Steward, and the employee at his/her discretion, shall meet Plant Foreman or designate in an effort to settle the grievance. The Plant Foreman or designate shall reply in writing within three (3) working days after the meeting.

Step 3 If the answer at Step 2 is not satisfactory, the grievance may be advanced by notifying the Vice President or designate within three (3) working days of the answer at Step 2. The Chief Steward, Department Steward and the Grievor at his/her election, shall meet with the Vice President and/or designate in an effort to solve the grievance. A Union representative will also be present, where possible. The Vice President or designate shall reply in writing to the grievance within three (3) working days after the meeting.

Step 4 If the grievance is not resolved at Step 3, the matter may be taken to Arbitration within twenty (20) working days following receipt of the answer at Step 3.

6.3 Group Discharge, Employer and Union Grievances

Group discharge and Employer or Union grievances will be dealt with as follows:

a. Group Grievance

When a group of employees have a common complaint, the complaint shall be initiated at Step 2 and a representative member of the group may be present at Step 2 and Step 3 meetings.

b. Discharge Grievance

A grievance arising from the discharge of an employee shall be initiated at Step 2.

c. Union and Employer Grievances

A grievance arising directly between the Employer and the Union shall be initiated at Step 3.

ARTICLE 7: ARBITRATION

7.1 Choice of Arbitrator

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall first attempt to agree on a single arbitrator. If the parties cannot

agree on a single arbitrator within ten (10) working days, they shall request the Minister of Labour to appoint an Arbitrator.

7.2 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.

7.3 Jurisdiction of Arbitrator

The arbitrator shall have the authority as set out in Section 89 of the Labour Relations Code. He/she shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

7.4 Cost of Arbitrator

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

7.5 Section 103 Procedure

a. If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to by the parties shall at the request of either party:

- i. investigate the difference,
- ii. define the issue in the difference, and
- iii. make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

b. If either party is not satisfied with the recommendations delivered in accordance with Article 7.5(a) above, it may present the grievance at the next step of the grievance procedure. Failure to do so within five (5) days of receipt of the recommendations shall result in a deemed settlement of the grievance in accordance with such recommendations.

ARTICLE 8: SAFETY

8.1 Responsibility

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 his/her work and abide by all safety rules and procedures.

8.2 Working Conditions

- a. The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer agrees to maintain and repair all safety related equipment in the manufacturing facility and on trucks.
- b. Plant heating, ventilation and lighting will be maintained to meet legislated regulatory requirements.
- c. The Employer will maintain the existing air conditioning system.
- d. The Employer agrees to have an adequate air circulation system installed in the manufacturing buildings that do not currently have air circulation systems.
- e. The Employer agrees to ensure two (2) qualified employees assigned to the Automated Glass Cutter at all times.

8.3 Health and Safety Committee

An Occupational Health and Safety Committee shall be established, consisting of up to three (3) employees and up to three (3) representatives of the Employer. The Occupational Health and Safety Committee shall meet once each month during the term of this Agreement. The purpose of the Committee shall be to assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the industrial health and safety program, and shall promote compliance with WCB regulations.

Monthly Departmental Crew meetings on Company time (up to fifteen minutes as per past practice) shall be held to review health and safety issues.

8.4 Unsafe Conditions

The parties acknowledge the authority of the Workers' Compensation Act of B.C. to govern work-place safety. The parties further acknowledge the procedures and relevant regulations that are required to be followed in the event of an "undue hazard to the safety or the health of any person", including the right to refuse to work under such conditions, subject to applicable WCB requirements.

No employee shall be disciplined for refusing to perform work which is found to pose an undue hazard to the health or safety of any person, or because he/she has acted in compliance with the WCB regulations or an order made by an officer of the Board.

8.5 Investigation of Accidents

The Health and Safety Committee shall be notified of each accident or injury and may, subject to agreed committee procedures, investigate and report to the Union and Employer on the nature and cause of the accident or injury.

8.6 Injury Pay

An employee who is injured on-the-job during scheduled working hours and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at his/her regular rate of pay for the remainder of his/her shift. If required, transportation to a medical facility or to their place of residence will be arranged.

8.7 Return from Medical Leave

Employees who are absent from work due to a compensable injury, shall contact his/her supervisor or the designated person in charge to notify the Employer regarding the status of his/her condition, the anticipated date of return to work and any changes in the date, and will, one day before returning to work will confirm the date of return.

Prior to returning to work, the employee shall provide the Employer with a medical certification stating his/her condition and capabilities/limitations for performing work.

8.8 Returning Workers Injured On or Off the Job

The Employer agrees to make every reasonable effort to provide suitable meaningful modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

8.9 Workers' Compensation Claim Appeals

In the event the Employer protests an employee's claim for Workers' Compensation the Employer agrees to immediately advise the National representative in writing and will include copies of all correspondence to the WCB.

8.10 Training and Education

No employee shall be required or allowed to work on any job or equipment until he/she has received training and instruction on how to operate the equipment safely.

8.11 Working Alone

No employee will be required to work alone in the plant on any shift. The Employer will ensure that truck drivers, when required, have assistance for the safe loading and unloading of trucks.

8.12 First Aid Attendants

The Employer shall pay for the fees and textbooks of all first aid attendants in the bargaining unit. Employees so trained will agree to remain employed with the Employer for 12 months and if failing to do so, will reimburse the Employer for the prorata amount outstanding.

The number of employees required by the WCB regulations, with a minimum of three (3), will be assigned as first aid attendants provided there is sufficient interest within the bargaining unit.

Qualified employees performing as first aid attendants shall be paid a premium of seventy-five cents (\$0.75) per hour worked.

8.13 Personal Protective Equipment

- a. The Employer will supply all gloves, wrist protectors, aprons, non-prescriptive safety glasses, respirators, dust masks, welder helmets, leathers, and hearing protection according to the WCB regulatory requirements. Rain gear will be supplied not exceeding past practices.
- b. The Employer will pay once per calendar year a boot allowance **for employees with greater than one year of seniority of up to one hundred and twenty dollars (\$120.)** toward the cost of safety boots or shoes if employees in the bargaining unit are required by the Workers= Compensation Board to wear such footwear **if supported by a receipt.**
- c. In order to facilitate Article 8.13 (a) the Employer agrees to have in stock one hundred (100) standard issue gloves at all times. In addition, the Employer agrees to reimburse employees who require RSI gloves, as determined by the joint Health and Safety Committee, up to fifty dollars (\$50.00) upon receipt once per year.

8.14 Uniforms and Coveralls

- a. The Employer will supply coveralls for maintenance mechanics and welders, and uniforms for employees as required by the Employer.

- b. Employees who receive Uniforms shall receive a cleaning allowance of five dollars (\$5.00) per month to have those uniforms cleaned.

8.15 WHMIS

- a. The Employer shall provide the Safety Committee with the material safety data sheets of all new substances and processes introduced in the plant. Sheets will include possible symptoms and necessary medical treatment.
- b. The Employer shall notify all workers exposed to a particular toxic substance or safety hazard.
- c. Plans to reduce or eliminate hazards will be reviewed by the Occupational Health and Safety Committee.

8.16 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These facilities shall be maintained twice weekly and will be provided by the Employer.

8.17 Lunch Room

The Employer agrees to provide lunch space(s) of a sufficient size to accommodate the employees.

8.18 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

8.19 Lockers

Lockers shall be provided to regular employees on each shift. Employees will be required to provide their own locks and shall remove their locks at the end of each shift. The Employer will endeavor to ensure there are enough lockers for each employee. It is understood that if an employee fails to remove his/her lock after being notified, the Employer shall do so in the manner it sees fit.

ARTICLE 9: DISCRIMINATION AND HARASSMENT

9.01 Discrimination and Harassment Prohibited

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual

orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

9.02 Definition of Sexual Harassment

Sexual harassment means any respected and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a person's body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault

9.03 A Complainant May Initiate a Grievance

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union and deliver a copy to the alleged harasser.

9.04 Investigation

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

9.05 Transfer of Offender

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants consent.

9.06 Right to Privacy Respected

The Employer agrees that personnel files in its possession are not to be communicated to a third party without the express written consent of the employee.

9.07 Civil Action or Other Legal Means

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

9.08 Zero Tolerance for Violent or Threats of Violence in the Workplace

The Parties to this Agreement have adopted a zero tolerance for any threats of violence or acts of violence in the workplace.

ARTICLE 10: HOURS OF WORK

10.1 Normal Hours

The normal hours of work for manufacturing employees and in-town drivers shall be eight (8) working hours per day and forty (40) hours per week, Monday through Friday, exclusive of an unpaid one half (½) hour meal break. **Where required, at the end of the shift up to a five minute period will be allowed for purposes of wash-up, cleaning the shop, tool lock-up or production tallies.** The starting and stopping times shall be as follows:

| | | | |
|------------|---------|----|----------------|
| Days | 7:00 am | to | 3:30 pm |
| Afternoons | 3:30 pm | to | 12:00 midnight |

These hours may vary for out-of-town delivery personnel or if there is a lack of work due to production imbalances.

These starting and stopping times may be varied by the Employer by one (1) hour **provided the employee is provided with two (2) days' notice of the change. The notice period may be given up to the commencement of the lunch period of the first day. Where this notice is not provided, the employee may accept the change at his/her discretion.**

10.2 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday.

10.3 Starting/Stopping Times

Changes to the starting and stopping times beyond those shown in Article 10.1 shall be by mutual agreement.

10.4 Work Schedules

The Employer shall post the regular hours of work on a bulletin board which is easily accessible and visible to employees.

10.5 Change of Shift

The Employer shall provide as much notice as possible but not less than **two (2) full** days notice of a change in shifts for all employees except if there is an unscheduled absence of a lead hand or first aid attendant, or where there are maintenance problems requiring a change of shift, in which case the minimum shall be twenty four (24) hours.

Where the Employer changes shifts as set out above, such changes shall be offered by seniority. Where there are not enough employees to cover the shift, the Employer may assign the change in reverse order of seniority provided the employee has the required ability and experience in order to meet departmental performance and quality standards and there is sufficient experience on the shift to ensure plant continuity and productivity can be maintained.

10.6 Minimum Break

There shall be at least ten (10) consecutive hours free of work between each shift worked.

10.7 Minimum Pay

- a. Except as provided in 10.7(b), the Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of:
 - i. two (2) hours' pay, unless the employee is unfit to perform his or her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
 - ii. where the employee commences work, four (4) hours' pay unless his or her work is suspended because of weather or other reasons completely beyond the control of the Employer, in which case Article 10.7(a) applies.
- b. When a full afternoon shift is employed, employees reporting for work at the start of their shift, shall be guaranteed eight (8) hours' pay at their

regular rate. **This guarantee will not apply to situations that are beyond the control of the Employer or when the employee volunteers to leave early.**

The provisions of this section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Employer, or if the employee:

- i. voluntarily quits;
 - ii. is unfit to perform his or her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board;
 - iii. does not work the full shift at his/her own request; or
 - iv. reports for work on a shift for which he/she was not scheduled.
- c. Employees with less than one (1) year of seniority are not covered under Article 10.7(b).

10.8 Time Recording

All employees must record his/her time whenever they enter or leave the plant by using the electronic card assigned to them. An employee must never record the time of another employee.

10.9 Meal Break

An employee who works more than five (5) consecutive hours in one day shall receive an unpaid meal break of one half (2) hour's duration. Meal breaks shall commence no sooner than four (4) hours, and end no later than five (5) hours after the beginning of the employee's shift.

10.10 Rest Breaks

All employees shall receive a fifteen (15) minute paid rest period in each half of the shift. The present rest breaks shall not be changed except by mutual agreement.

10.11 Continuous Operation of Equipment

Notwithstanding the language in this Article, the staggering of rest periods and meal breaks to avoid the shut down or stopping of equipment **will be permitted.**

10.12 Travel Notice

Where an employee is going to be scheduled to go out of town for one night or more, except in instances where there is a customer emergency, the employer shall provide a minimum of two (2) days advance notice to the employee(s). The notice period may be given up to the commencement of the lunch period of the first day. Where this notice is not provided, the employee may accept the change at his/her discretion.

ARTICLE 11: OVERTIME AND PREMIUMS

11.1 Overtime Pay

An employee shall receive overtime pay of one and one half (1 ½) times his or her regular hourly wage 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.

11.2 Double Time

An employee shall receive overtime pay of two (2) times his or her regular hourly wage for all hours worked in excess of:

- a. eleven (11) in a day; and
- b. forty eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day

11.3 Banking of Overtime

At the beginning of each calendar year, employees can elect to bank overtime which will be paid out during periods of temporary layoffs or at any other mutually agreed time, provided sufficient credits have been earned. If any moneys are owing at the end of the calendar year, this will be paid out as a lump sum payment on the last pay period.

11.4 General Holidays

Where a week contains a General Holiday, the reference to hours in a week in Articles 11.1 and 11.2 above shall be reduced by eight (8) hours for each General 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 General Holiday.

11.5 Distribution of Overtime

The Employer shall offer available overtime to employees in order of his/her seniority, subject to his/her ability to perform the required work. **Notwithstanding this, in situations where the handoff may result operational inefficiencies, or compromise product quality, or customer service or customer retention, the overtime will be offered by departmental seniority.**

Overtime shall be voluntary except, **if there are insufficient volunteers**, the Employer may, **in reverse order of seniority**, require the most qualified junior employee(s) to work overtime in emergency situations. (i.e. equipment breakdown, acts of god, circumstances beyond the Company=s control); or **where there are customer requirements** or where there is shift extension for drivers on deliveries or service crews or persons working the afternoon shift.

11.6 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.

11.7 Call Out During Periods of Rest from Work

An employee called out to work on his/her day off or after his/her arrival at home, shall be guaranteed two (2) hours pay at the applicable overtime rate.

11.8 No Pyramiding

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, shift premiums or other such premiums contained in this Agreement.

ARTICLE 12: ANNUAL VACATIONS

12.1 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 seven (7) years of continuous service will be entitled to four week's paid vacation per annum.
- d. Employees who have completed twelve (12) years of continuous service shall be entitled to five (5) weeks' paid vacation per annum.

12.2 Vacation Pay

- a. The Employer shall pay annual vacation pay to each employee calculated on the employee's gross wages for the year in which the employee earned the vacation, at the rate of two (2) percent for each week of annual vacation to which the employee is entitled.
- b. The Employer shall pay to each employee the vacation pay at the time scheduled vacation is taken, or upon termination of employment if the employee has not yet taken his or her vacation for that year.

12.3 No Carry Over

Vacations must be taken during the 12 months following each employee's anniversary date. Vacation entitlement cannot be banked or carried over from year to year.

12.4 Scheduling

a. Vacation Schedule and Seniority

During the **first week of the** month of January, the Employer shall post:

- A Seniority List for all employees **by department and classification.**
- A Vacation Schedule for each week of the year setting out the number of vacation spots that will be available in each week of the vacation year. **The assignment of vacation spots will be in accordance with operating requirements and Section (d) below.**
- A Vacation Sign Up Schedule

b. **Sequence for choosing vacations**

- i. **Vacations are to be chosen by classification ("C", then "B" and then "A") in order of departmental seniority beginning with two week (i.e. five day) continuous blocks. Departments are according to those shown in Appendix "D".**
- ii. **Holiday blocks shall be defined as the first working day in a week, to the last working day in the same working week.**
- iii. **Once all employees have chosen their two week block, in the same sequence as in paragraph (i) above, vacations will be chosen in one week blocks.**

- iv. **Once all employees have chosen their one week block, in the same sequence as in paragraph (i) above, remaining vacation days will be chosen in one week blocks.**
- v. **Following this, vacations of one day's duration may be chosen. Approval of one day vacations will be subject to the day being available. The maximum number of one day vacations per employee will be one per pay period. More than one day per pay period may be requested, however, approval will be subject to operational requirements.**
- c. **Should an employee not select his or her vacation by January 31st, he/she will not be able to displace another employee from his or her pre-selected vacation period.**
- d. **The number of people that will be allowed to take vacation by department will be:**
 - January - 1 per 6 employees
 - February - 1 per 6 employees
 - March - 1 per 8 employees
 - April - 1 per 8 employees
 - May - 1 per 9 employees
 - June - 1 per 10 employees
 - July - 1 per 10 employees
 - August - 1 per 10 employees
 - September - 1 per 10 employees
 - October - 1 per 9 employees
 - November - 1 per 6 employees
 - December - 1 per 6 employees

If more employees are allowed on vacation, other than the minimum outlined above, it will be solely at the Employer's discretion.

- e. **Should an employee be unavailable to sign up their vacation at the assigned time, he/she may sign up by proxy or at the next available opportunity, however, in any case, the sign up will continue as scheduled and the absent employee shall only be able to choose available vacation blocks that are available at the time they sign.**
- f. **Vacation schedules can only be altered by mutual agreement. The exception to this is Maintenance, which if the vacation is cancelled, will be scheduled at an alternate time suitable to the employee. Such cancellation shall only occur where the employee is not affected to the point of undue hardship. Examples of undue hardship include, having purchased and paid for air tickets, family reunion, pre-**

arranged trips. Proof of payment for pre-arranged trips air tickets, etc may be required.

- g. A Maintenance shut-down will be scheduled for five (5) working days, exclusive of the general holidays over the Christmas period. All employees, with the exception of maintenance personnel, with an entitlement of three (3) or more weeks vacation may take one (1) week of vacation at that time.

ARTICLE 13: GENERAL HOLIDAYS

13.1 General Holidays

The following days are General Holidays:

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

13.2 Eligibility

Eligible employees shall receive the day off with pay on a General Holiday. To be eligible for General Holiday pay, an employee must have:

- a. worked or earned wages for the Employer for at least fifteen (15) of the last thirty (30) consecutive calendar days;
- b. worked his/her last scheduled full shift before, and the first scheduled full shift after the General Holiday.

13.3 Work Performed on a General Holiday

If an employee is required to work on a General Holiday, he or she will receive one and one-half (1 ½) times his or her regular hourly wage for the work performed on that day, plus another day off with pay at a time mutually agreed between the Employee and his or her supervisor.

13.4 Vacation

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

13.5 Statutory Holidays on a Non-Work Day

In the event a statutory holiday should fall on a non-working day, the work day as established by business practices shall be observed as the holiday.

13.6 Vacation

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

ARTICLE 14: GROUP BENEFITS

14.1 Regular Employees to Receive Benefits After Waiting Period

Subject to the waiting period of ninety (90) days, the Employer shall make available to all regular employees the right to receive benefits under the group insurance benefit plan, as amended from time to time. Coverage will commence the first (1st) day of the month following completion of the ninety (90) days waiting period. For the British Columbia Medical Service Plan, the waiting period shall be twelve (12) months from the date of employment.

14.2 Benefits Provided by Carrier

The actual insurance benefits are provided under the contracts of insurance between the Employer and the carriers. Those contracts do not form part of this agreement. Eligibility for benefits is governed by the insurance contracts and any disputes arising shall be resolved in accordance with the terms of those contracts.

14.3 Obligations of Employer

The obligation of the Employer under this Article is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. The Employer has no responsibility for the administration of any insurance policy.

14.4 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, provided that the benefit coverage provided by the new carrier, considered as a whole, are comparable to the benefit coverage at the time of execution of this agreement.

14.5 Employer to Provide Benefit Information

The Employer shall make available descriptions of the benefits offered; the eligibility requirements; and the procedures for obtaining benefits.

14.6 Premium Costs

The Employer shall pay **fifty-five percent (55%)** of the total current health and welfare premium costs for the benefits that apply to each eligible employee in the

plan. and the employee will pay **forty-five percent (45%)** of the cost. The employee's portion of the cost shall be deducted from each eligible employee's earnings on a monthly basis.

Vision Care \$200.00 once every two years for employees with greater than one year of service to be included in the plan effective August 1, 2006.

ARTICLE 15: LEAVES OF ABSENCE

15.1 Bereavement Leave

Where a death occurs in an employee's immediate family, he or she shall be granted leave for up to three (3) days with pay. "Immediate Family" means the employee's spouse, parent, child, brother, sister, grandparent, grandchild, mother in-law or father in-law. In order to receive paid bereavement leave, an employee must have been scheduled to work on the days of such leave.

15.2 Jury or Witness Duty

Employees required by summons or subpoena to the selection of, or to serve as jurors or witnesses shall be paid the difference between their regular pay and the pay received for the above. Employees must provide the Employer with proof of service of the summons or subpoena. This paid leave provision shall not apply to employees required to attend court proceedings, in which they are a named party, Labour Relations Board proceedings, or arbitration proceedings, whether or not a subpoena or summons has been issued. In these circumstances, unpaid leave shall be granted. Employees, released before four (4) hours who would have been otherwise working on the day of such duty, are expected to report for work for the balance of the day.

15.3 Maternity and Parental Leave

Maternity and Parental leave shall be granted in accordance with the Employment Standards Act.

15.4 Benefit Coverage

Where an employee takes a leave of absence without pay for more than thirty (30) days, the Employer shall not be required to continue paying premiums for that employee's health and welfare benefits. The employee shall be given the option of paying the Employer's share of such premiums for the duration of his or her leave of absence. Such payment must be made prior to taking the leave.

15.5 Personal Leave

An employee requesting Personal Leave not covered otherwise in Article 3 and 15 shall request so in writing at least two (2) weeks prior to commencement of the leave. The Company shall give written permission or refusal. A refusal by the Company shall give stated reasons for refusal. Such **permission** shall not be unreasonably withheld. **It is agreed by the parties that permission will be subject to operational requirements.** Copies of the application for leave by the employee and the Company's written response shall be provided to the Union's Shop Steward. Personal Leave will not be granted for other employment. **Employees who take leave prior to receiving permission will be subject to discipline up to and including dismissal.**

If an employee takes a job elsewhere during this leave of absence, he/she may be considered as having terminated his/her employment.

ARTICLE 16: SENIORITY

16.1 Definition

Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit commencing on the date of hire.

16.2 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) working days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

16.3 Probationers

Each employee shall serve a probationary period of 60 days worked, commencing with his or her date of hire. If the Employer decides that the employee is unsuitable for continued employment, the Employer may terminate the employee's employment at any time during the probationary period.

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 his/her date of hire.

16.4 Loss of Seniority

Seniority shall be lost and employment terminated if an employee:

- a. resigns;

- b. is discharged for just and reasonable cause and is not reinstated;
- c. is laid off according to the following: employees with less than one (1) year seniority - six (6) months, employees with one (1) year seniority but less than two (2) years seniority - nine (9) months, employees with two (2) or more years seniority - twelve (12) months;
- d. after a layoff, fails to report for work within three (3) working days after being recalled by telephone and confirmed by courier or registered letter addressed to the address last provided by the employee to the Employer;
- e. is absent without leave for **two (2)** 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;
- f. is absent from work due to a non-occupational illness or injury for a period in excess of twenty four (24) months;
- g. works for a direct competitor without the Employer's approval, except while on layoff; or
- h. uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- i. is outside of the bargaining unit for three (3) months or more.

16.5 Notice of Layoff

Employees with less than one (1) year of seniority may be laid off with one (1) day's notice or pay in lieu. For other employees, the Employer will provide the employee with at least three (3) working days= notice or pay in lieu prior to the date of layoff.

16.6 Layoff Procedure

Employees shall be laid off in reverse order of seniority. Employees may only bump an employee in a lower classification subject to the employee's ability to perform the required work.

16.7 Recall

For the purposes of recall, the above procedure and sequence shall be reversed. Employees will be recalled to the position from which they were laid off or displaced. If the Employer is unable, after reasonable efforts, to contact a laid off employee within one (1) day, the Employer may temporarily recall the next employee in the sequence. The recall process will be conducted in the presence of a steward.

16.8 No New Employees Hired

New employees will not be hired in a classification while an employee in the same classification is on layoff and is available for work.

16.9 Alternative to Layoff

When layoffs become necessary, the parties may confer and mutually agree to a plan for the equitable distribution of the available work through the reduction of hours.

16.10 Seniority Lists

- a. The Employer will prepare and post a seniority list of all employees in the bargaining unit for a period of sixty (60) days following the signing of this Agreement. This list will establish the seniority, regular rate and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:
 - i. employee's name
 - ii. employee's starting date
 - iii. employee's regular classification and regular rate of pay
 - iv. probationary employees will also be shown on the list.
- b. Seniority lists shall be provided to the Union once every six (6) months.

16.11 Severance Pay

- a. Regular employees who lose their seniority and employment under Article 16.4(c) of this Agreement shall be entitled to receive one (1) week=s severance pay for each year of completed service following his/her seniority date, up to a maximum of fifteen (15) weeks= severance pay.
- b. The Employer may discharge all or part of its obligation under Article 16.11(a) by providing the employee with written notice of layoff in lieu of severance pay.

16.12 Employee's Responsibility

It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

ARTICLE 17: JOB POSTING AND AWARDS

17.1 Vacancies

- a. Vacancies of more than thirty (30) days in existing or new classifications shall be posted for three (3) consecutive working days. The posting will outline the requirements for the position. All applications must be filled in writing by the of fifth (5th) working day after the initial posting, on forms supplied by the Employer.
- b. In the event that none of the applicants meet the requirements of the job in Production Classifications A, B and C as defined in Article 17.2 (a), 17.5, 17.6, & 17.7, the Employer may fill the vacancy from outside the bargaining unit.
- c. In the event that none of the applicants meet the requirements of the job in classifications Driver and Maintenance as defined in Article 17.2(a), the Employer may fill the vacancy from outside the bargaining unit.

17.2 Criteria

- a. In selecting applicants for postings in higher classifications as set out in Article 17.1 above, seniority shall be the determining factor where the senior applicant has the skill and ability to perform the work in that classification, or possesses the ability to be trained to perform such work, subject to the provisions as set out in Article 17.3. If there are no suitable applicants, the Employer may fill the vacancy through the hiring of external candidates

17.3 Training Period

Employees filling vacancies shall serve a training period of thirty (30) days worked in the new position. If during this trial period the employee is unsuitable or is not performing efficiently, or if the employee does not wish to continue training in the higher classification, he/she shall revert to his or her immediately previous classification and rate of pay.

17.4 Job Awards

Jobs shall be awarded within ten (10) working days of the posting expiring with a copy of the award posted on the Bulletin Board and copied to the Local Union Service Representative and the Unit Chair.

17.5 Advancement Within a Classification

When an employee has successfully completed their training period as outlined in Article 17.3, the conditions for remaining within the Production Classifications

A, B and C and maintaining the progressive wage system of those classifications, per Article 18, are as follows:

- a. The employee's successful participation in training for the classification that the employee has successfully posted into.
- b. The employee must maintain skills in jobs for which the employee is trained and continue to perform efficiently in jobs for which the employee is trained. The Employer understands and agrees that the responsibility to provide the opportunity for the employee to maintain skills as outlined herein rests with the Employer.
- c. It is understood and agreed by the Parties that, while Lead Hands will be part of the training process as outlined in Appendix "B", any employee, requested to do so by the Employer, will train another employee.
- d. It is understood and agreed that when an employee is asked to train in another job or department, that employee will be required to take such training and shall be required to work in that job or department.
- e. In the event of a dispute between an employee and the Employer, over their continued wage progression within their classification, the issue shall be subject to the Grievance Procedure as set out in this agreement.
- f. An employee may request to move to a lower classification with the understanding that the employee will be paid the wage rate at the lower classification.
- g.
 - (i) Should an employee fail to be suitable in Production Classification 'B' or 'C', the employee will revert to their previous Classification and rate of pay.
 - (ii) Should an employee fail to be suitable in Production Classification 'A', the employee may be subject to discipline.
 - (iii) Article 17.5(h)(i) and (ii) will be subject to the Grievance Procedure.

17.6 Scheduling of Work Within a Classification

Scheduling of work within Production Classifications A, B and C will be based on the following conditions:

- a. The Employer has the ability to schedule qualified employees in jobs where they have been trained and are qualified to work.
- b. The Employer may train an employee in as many jobs within a classification as required by the Employer, while an employee is in that classification.

- c. Employees will not be discriminated against or harassed in the scheduling of work.
- d. Should any issue arise as a result in the application of this Article, the Union and the Employer shall meet to resolve the matter.

17.7 Scheduling of Work in a Lower Classification

The Employer may, due to operational requirements, train or assign employees who are in a higher classification for jobs in a lower classification. The employee will continue to accrue hours worked and be paid in accordance with the higher classification.

17.8 Application of Article 17.5, Article 17.6 and Article 17.7

It is agreed between the Parties that the application of Article 17.5, Article 17.6 and Article 17.7 applies to all current and future employees of the Employer.

ARTICLE 18: CLASSIFICATIONS AND RATES OF PAY

18.1 Appendix "A"

Each employee shall be paid in accordance to the hourly rate established by Appendix "A" for his/her classification.

18.2 Classifications

The following are the classifications: Production "A", "B" & "C", Maintenance, Driver.

18.3 Wage Step Progression

Within, **and** between, each of the Production "A", "B" & "C" classifications, there is an automatic step wage progression as outlined in Appendix "A" **provided the employee demonstrates that he/she has the ability/proficiency and knowledge and consistently performs the work to Company standards of quality and output.** As each employee moves through the step wage progression in either Production "A", "B" or "C" classifications the employee will receive the wage increments as shown in the Wage Table (Appendix "A"), subject to Article 17.

Should the employee fail to demonstrate that he/she has the ability/proficiency and knowledge to consistently perform the work to Company standards of quality and output, the following process will be followed:

- a. **The Employer will monitor the progress of the employee and provide feedback to the employee;**
- b. **If insufficient improvement, the deficiencies will be documented and reviewed with the employee with a copy being forwarded to the shop steward;**
- c. **If the situation does not improve to the degree required, the foreman will meet with the shop steward to discuss and describe what corrective measures have been taken and what future steps may be warranted.**
- d. **Provided the foregoing steps have been taken, the scheduled wage increase may not be implemented until such time the employee meets the standards noted in paragraph 1 above.**
- e. **Employees who are unable to meet the standards noted in paragraph 1 above will be returned to their original classification and rate of pay.**
- f. **However, should the Employer fails to monitor the progress of the employee or follow up according to the procedures as described above, the employee will not be denied the scheduled wage increase.**

18.4 Hours Worked

The hours shown in Appendix "A" indicate when an employee must have been reviewed according to the procedure in 18.3 to confirm he/she has the demonstrated ability/proficiency and knowledge.

18.5 Job Positions Within Each Classification

The job positions within each classification are as outlined in Appendix "D".

18.6 Work in a Higher Classification

Where the Employer requires an employee to work temporarily in a higher classification, the employee shall be paid the rate for the higher classification at the entry level wage rate of the wage progression for that classification. While in the higher classification, the employee will continue to accrue hours worked in the employee's current classification.

18.7 Premiums

Premiums per hour worked are:

| | |
|---|--------|
| Afternoon shift | \$0.75 |
| Qualified employees performing as first aid attendants: | \$0.75 |
| Lead Hand | \$1.00 |
| ISO | \$0.50 |

Employees hired after the date of ratification and who are in the probationary period will not qualify for the afternoon shift premium

18.8 New Classifications

If the Employer creates a new classification or workstation requirement, it shall establish a wage rate for the classification or workstation requirement. The Employer and the union will then negotiate the applicable wage rate or in the case of a work station requirement, the appropriate classification.

18.9 Pay Days

There shall be regular pay day, two times per month, on the 7th and the 22nd. On those dates, each active employee shall be provided with a statement of earnings and deductions for the pay period covered and year to date. Payment shall be made through direct deposit payroll.

18.10 Per Diem

Truck Drivers and **Customer Service** employees shall be paid a per diem of fifty dollars (\$50.00) per day if required to stay overnight and will be reimbursed for reasonable hotel accommodations upon submitting a receipt id staying more than one (1) night. **If an out-of-town truck drive (BC interior) or Customer Service Technician returns after 6:00 pm, he/she shall receive a maximum of a \$25.00 meal allowance with receipt.**

ARTICLE 19: GENERAL PROVISIONS

19.1 Medical Examination

For absences due to illness or injury of greater than four (4) days, employees may be required, to provide a medical certificate verifying that the employee is unable to carry out his or her normal duties. The Employer may require an employee to take a medical examination, so long as the Employer pays the fees for that examination.

19.2 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.

19.3 Tuition Refund

The Employer will reimburse the Employee the tuition fees following successful completion of any prior approved external course of study that is related to his/her job. Should an employee leave the employ of the Company during the twelve (12) months following the completion of the course, the Employer has the right to collect a prorated amount for the costs associated with such course for each month short of the above mentioned twelve (12) month period.

19.4 Employee Vehicles

No employee shall be required to use his/her vehicle for Company business.

19.5 Route Rotation

The Employer agrees to rotate routes between drivers subject to their qualifications, skills and abilities.

19.6 Personnel File

The employee shall have access to his/her personnel files upon giving reasonable notice.

19.7 Shipping of Windows

The Company agrees to ensure the safe loading and unloading of windows.

19.8 Driver's Licence

Employees working in the following classifications must possess a valid BC Driver's Licence as a condition of employment:

- (a) Driver
- (b) Employees in Classification "B" or "C" performing Service Technician work.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 Duration of Agreement

This agreement will be effective from **August 1, 2006** through to and including **July 31, 2009**. Subject to the right of either party to this Collective Agreement, within four (4) months immediately preceding the date of **July 31, 2009**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a New Collective Agreement.

20.2 Continuation and Bargaining

- a) During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the parties enter into a new or further Agreement.
- b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment which would be inconsistent with the express terms of this Agreement.

20.3 Exclusion

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

20.4 No Strike - No Lockout

During the term of this Agreement, or during the continuation period provided in 20.2(a) above, there shall be no strike by the Union or lockout of the employees by the Employer.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2006.

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Don Adams,
Consultant

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #1

RE: LEAD HANDS

All current Lead Hands shall retain their Lead Hand premiums while being trained or assigned other positions outside of the area they are responsible for.

With any future Lead Hand appointments as per Appendix "B", the Lead Hand premium will only be paid while the Lead Hand is carrying out the Lead Hand responsibilities for the area they have been appointed.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #2

RE: MOVING OF PLANT FACILITIES

In the event the Employer makes the decision to move the plant facilities, six (6) months notice will be provided to the Union, and the Expansion Committee shall meet to discuss the move in accordance with past practices.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #3

RE: APPRENTICE WAGES

By means of this letter, Allied Windows commits to maintaining apprentice wages while an employee is attending apprenticeship schooling as per past practices

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #4

RE: CLARIFICATION OF ARTICLE 1.4

In order to clarify Article 1.4, the Company's foreman will not conduct work that is normally performed by members of the bargaining unit.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #5

RE: BARGES

With regard to the application of Article 1.5 on the issue of Barging, the Parties have reached the following understanding without prejudice.

The Union agrees that the Company can begin utilizing Barges on the "Victoria Direct" run effective immediately.

The Union agrees that, if the Company chooses to do so, the Company can begin utilizing Barges on the "Nanaimo" run, effective January 1, 2004.

The current "Island" run premiums remain in place and will be paid when utilized according to the Collective Agreement.

The Company agrees that all the employees working at the Nanaimo Warehouse will become members of the Union as a condition of employment.

The Company further agrees that the Union certification will be varied to include the Nanaimo Warehouse location and any future warehouse locations that the Company may have on Vancouver Island.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #6

RE: WAGE PROGRESSION PRODUCTION "A", "B" & "C"

All hours worked from August 1st, 2003 are recognized by the Company and applied to each employee in the wage progression system of Production Classification "A", "B" & "C".

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #7

RE: GREEN CIRCLED EMPLOYEES

The following employees are “green circled”:

Lorne Arnold
Neil Frost
Bob Parkes
Ena Cowden'
Gary Cooper
Darell Griffiths
Gord Nelson
Simon Brown
Danny Goertzen
Barry Brickwood

These employees will receive annual general increases as outlined in Appendix “A”.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #8

RE: ARTICLE 11.5: OVERTIME DISTRIBUTION

With respect to application of Article 11.5:

1. Except in emergency situations or where there unexpected customer requirements, in any department where overtime exceeds fifteen percent (15%) of the total regular hours worked in that department over a calendar month, in the following and subsequent months and subject to the availability of employees with the necessary skills and abilities, the Employer shall schedule additional plant employees to work in that department in order to reduce the amount of overtime. In so doing it is agreed that plant standards of quality and output will not be compromised.
2. Where the above is not possible, the Employer shall offer overtime to qualified employees outside of the department according to plant seniority subject to availability and having the necessary skills and abilities.
3. If within a two month period, the above does not reduce the monthly departmental overtime to 15% or less of the regular hours, the Union may grieve the matter according to the provisions of Article 6.
4. The purpose of this Article is not to create an administrative burden for the Employer. The intent is to provide a tool to assist in controlling and managing overtime and ensure that the overtime is equitably distributed according to the provisions of Article 11.5.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #8 B

RE: ARTICLE 11.5: OVERTIME DISTRIBUTION

In order to resolve issues concerning overtime distribution, under the provision of Article 4: Communications Committee, the parties will meet once per month or as agreed by the members of the Committee to:

- Review the data related to overtime experience and distribution of overtime
- Discuss the reasons for the overtime
- Discuss issues and concerns
- Promote improved understanding
- Work to achieve fairness and consistency

Upon request, a Local or National Union Staff Representative shall be entitled to attend such meetings.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #9

RE: ARTICLE 18.3: WAGE STEP PROGRESSION

With respect to the application of Article 18.3,

1. Where an employee has not moved from one classification to another, or from one level to another within a classification for 12 consecutive months, within one month following the completion of the 12 month period, he/she may request a meeting with the Foreman asking for an explanation why he/she has not received further training or progressed from one classification to another.
2. If he/she is not satisfied with the explanation, he/she may request a meeting with the Plant Manager and the Shop Steward.
3. If the employee is not satisfied with the explanation, he/she may request to be considered for further training. Within 60 days of receiving that request:
 - a. The Employer shall where applicable and by using a bona fide occupational assessment protocols, determine if the employee has the skills, abilities and past performance record, including attendance, to meet the requirements for the position.
 - b. If the employee possesses the required skills, abilities and past performance record, the employee will be offered a training opportunity following the process outlined in Article 18.3(a) through (f).
4. The above is contingent on there being an opening in the higher classification or level within the classification.
5. Employees with greater seniority who do not receive opportunities with respect to the forgoing, may grieve such matters pursuant to the provisions of Articles 17 and 18.

The purpose of this Article is not to create an administrative burden for the Employer. The intent is to provide a tool to assist in controlling and managing training promotions according to the provisions of Articles 17 and 18.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

LETTER OF UNDERSTANDING #9 B

RE: ARTICLE 18.3: WAGE STEP PROGRESSION

In order to resolve issues concerning training and progression, under the provisions of Article 4: Communications Committee, the parties will meet once per month or as agreed by the members of the Committee to:

- Review the data related to training and promotion experience
- Identify issues and concerns
- Discuss the reasons for training and promotional concerns
- Promote improved understanding
- Work to achieve fairness and consistency

Upon request, a Local or National Union Staff Representative shall be entitled to attend such meetings.

Dated at _____, this _____ day of _____, 2006

FOR ALLIED WINDOWS
(the Employer)

FOR C.A.W. - CANADA, LOCAL 114
(the Union)

Ian Hogg
General Manager

Gary Cooper
Committeeperson

Guy Wonacott
Owner

Rick Glass
Committeeperson

Linda Jensen
Service Representative

Stu Shields
National Representative

APPENDIX "A"

WAGES

| Classification | Hours of Work | August 1, 2006 | August 1, 2007 | August 1, 2008 |
|----------------|-------------------|----------------|----------------|----------------|
| A1 | 0 – 1500 hours | \$11.33 | \$11.65 | \$11.98 |
| A2 | 1501 – 3000 hours | \$12.12 | \$12.46 | \$12.81 |
| A3 | 3001+ hours | \$12.64 | \$12.99 | \$13.35 |
| B1 | 0 – 500 hours | \$13.17 | \$13.54 | \$13.92 |
| B2 | 501 – 2000 hours | \$13.96 | \$14.35 | \$14.75 |
| B3 | 2001 – 4000 hours | \$14.75 | \$15.16 | \$15.59 |
| B4 | 4001 – 6000 hours | \$15.81 | \$16.25 | \$16.71 |
| B5 | 6001+ hours | \$16.60 | \$17.06 | \$17.54 |
| C1 | 0 – 500 hours | \$16.86 | \$17.33 | \$17.82 |
| C2 | 501 – 3000 hours | \$17.38 | \$17.87 | \$18.37 |
| C3 | 3001 – 6000 hours | \$18.18 | \$18.69 | \$19.21 |
| C4 | 6001+ hours | \$19.13 | \$19.67 | \$20.22 |
| Main 1 | | \$20.26 | \$20.83 | \$21.41 |
| Main 2 | | \$23.54 | \$24.20 | \$24.88 |
| Class 5 | Drivers | \$17.72 | \$18.22 | \$18.73 |
| Class 1 | Drivers | \$19.04 | \$20.54 | \$22.29 |
| Bolston Chair | | \$24.77 | \$26.27 | \$28.02 |
| Green circles | | 2.8% | 2.8% | 2.8% |
| Island Run | | \$210.74 | \$216.64 | \$222.71 |
| Interior Run | | \$364.94 | \$375.16 | \$385.66 |
| | | | | |

* Hours worked includes regular hours, overtime at straight time hours, vacation time and General Holidays. Hours on WCB, Leaves of Absence and Disability are not included.

APPENDIX "B"

LEAD HAND DEFINITION

1. Definition

A "Lead Hand" is an employee in the bargaining unit so designated by the Employer, whose job it is to assist management in:

- a. ensuring that employees are trained;
- b. providing motivation to employees in the work group in attaining the Employer's objectives of safety, quality and quantity of output and ensuring that these objectives are attained;
- c. transmitting work instructions and specifications to employees in the workgroup, and coordinating and distributing work;
- d. solving work problems in the group; and
- e. performing such other tasks as directed by the management.

2. Other Duties

Lead Hands shall, in addition to the above, perform the same or similar duties as the employees in the work group.

3. Authority Limitations

Lead Hands shall have no vested authority to take or recommend the taking of disciplinary action against any other employee in the group.

4. Lead Hand Requirement

The requirement for Lead Hands may vary according to production volume, and the number and placement of Lead Hands shall be at the sole discretion of the Employer subject to the seniority provisions of this Agreement.

5. Posting

Lead Hand positions shall be posted. Applications will be received from employees who feel they are qualified and want to be considered for such postings.

APPENDIX "C"

TRAINING PROGRAM

1. The Parties agree that training and cross training are beneficial to both the Company and the employees.
2. The Company agrees to develop a Training Program.
3. When the Training Program is developed the Company agrees to meet with the Bargaining Committee and the Shop Stewards to discuss the Training Program and its implementation.
4. If required, further meetings will take place with the same participants as in #3.
5. Once the Training Program is implemented any concerns raised by employees about the Training Program will be brought to the attention of the **Foreman and if the employee is not satisfied may be brought to the attention of the Communication Committee** as per Article 4.
6. The commitment of the Company is to ensure that all employees are give reasonably equal opportunity to be trained in the various jobs within their classification at the Company's operation.
7. Training will not be used to give one employee an unfair advantage over another in the application of Article 17, Vacancies.
8. The focus of the Company's Training Program shall be to ensure that there is a **cost effective process for developing and maintaining a** well balanced work force where the workers are able to move from one Department/Job to another when operational requirements dictate.

**C' Classified
Jobs**

| Area | Job | |
|---------------|-------------------------|--|
| Vinyl Shop | Punching | |
| Vinyl Shapes | Layout/Cut & Weld | |
| | Grid Assembly | |
| Vinyl Glazing | Mulling & Stucco Flange | |
| | SOM/BSOM | |
| Aluminum Shop | Punching | |
| | Frame Assembly | |
| Glass Line | Auto Glass Cutter | |
| | Grid Assembly | |
| Patio Doors | Punching | |
| | Frame Assembly | |
| | Mulling & Stucco Flange | |
| Service | Technician 2 | |
| | | |
| | | |
| | | |

With regard to the above Appendix, any employee whose job has been reclassified as a result of Appendix "D" will neither move up in Classification nor move down in Classification.

Existing employees who are currently working in a higher classification as a result of Appendix "D" will be paid as per Article 18.6.