

# **AGREEMENT**

This Collective Agreement named for reference the **ECCO PRODUCTION AGREEMENT** and dated the 1st day of June 2006.

**BY AND BETWEEN:**

**ECCO HEATING PRODUCTS LTD.  
and ECCO MANUFACTURING A DIVISION OF  
ECCO HEATING PRODUCTS LTD.**

(Hereinafter referred to as "the Company" or "the Employer")

**PARTY OF THE FIRST PART**

**AND:**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 280 on behalf of its PRODUCTION WORKER  
SECTION**

(Hereinafter referred to as "the Union")

**PARTY OF THE SECOND PART**

Establishes by mutual consent the following terms and conditions:

## **ARTICLE 1 - PREAMBLE**

- 1.01 The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all employees of the Company covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between Employer and employee and to prevent waste, unnecessary and avoidable delays and expense, so that labour or other costs may be as low as possible, consistent with fair wages and working conditions.
- 1.02 This is a multi-purpose Agreement that is applicable in its general form to manufacturers of "production" sheet metal, plastic and related products. Also, it may be applicable to maintenance and other services. It applies only indirectly to the sheet metal trade of the building and construction industry. The employee-members directly covered shall be termed Production Workers, shall not do the work of the Sheet Metal Worker or Roofer, and shall not be required to qualify as Sheet Metal Workers or Roofers under the terms of the Apprenticeship and Tradesmen's Qualification Act.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

- 2.01 This Agreement shall apply to all employees engaged in fabrication, production, servicing and related work in or from the shop or plant of the Employer, excluding Management Personnel, Office Staff and Journeyman Sheet Metal Workers, Roofers and their Apprentices hired in accordance with Sections 2.03 and 2.04 of this Article.
- 2.02 A general list of the products fabricated or services rendered with description of the type of plant is contained in Schedule "D", attached to and part of this Agreement. Such products shall be termed "Production" articles.
- 2.03 All fabrication work falling within the regular jurisdiction of the sheet metal trade and coming in direct competition with Employers signatory to the Standard Form of Agreement of Local Union No. 280, (e.g. ducting, duct fittings, etc. involved in commercial and industrial ventilation and air conditioning, etc.) shall be paid at the rate and conditions of the Standard Agreement.
- 2.04 All fieldwork coming within the trade jurisdiction of the Sheet Metal Worker or Roofer of the building and construction industry shall be done by Journeymen of Local Union No. 280, at the appropriate rates and conditions.

If no Journeymen are available that are qualified for the work, then qualified plant employees may be employed in the field, provided due notice is given to the Union. All such work shall bear the rate and conditions of the Journeyman or Apprentice as outlined in the Standard Agreement of Local Union No. 280.

All employees required to hold a Sheet Metal Tradesmen's Qualification Certificate under the terms of the Apprenticeship and Tradesmen's Qualification Act shall be Journeymen members of Local Union No. 280 and shall be employed in accordance with the terms of the Standard Agreement (S.M.) of Local Union No. 280.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Within the framework of this Agreement, the Company reserves the exclusive right to manage the business, to decide the products it will manufacture, to establish production standards for quality, quantity and general workmanship, the services it will render and the methods by which the work will be done. The Management of the Company's plant and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, promote or demote, change materials, processes, products equipment and operation shall be vested exclusively in the Company. The Company shall also have the right to discipline or discharge for just and sufficient cause, subject to the provisions of this Agreement, to schedule and assign work and work to be performed and the right to hire employees, subject to Article 4 Section 4.01.

The Company has the right to recover costs due to bankruptcies or business closures, by accepting products in lieu of payment for debt owed by such companies, with prior notification to the Union and Shop Steward.

### **ARTICLE 4 - UNION SECURITY**

#### 4.01 Hiring

(a) The Union shall be the sole bargaining authority for all employees covered by this Agreement and it is agreed that all present and future employees coming under the scope and provisions of this Agreement shall become members and/or maintain membership in the Union.

All new employees shall be informed of this Section. Union membership will be available to all on an equal basis without discrimination, subject only to the By-Laws and Constitution of the Union.

(b) The Employer agrees to require membership in the Union as a condition of hire and continued employment.

(c) All employees covered by this Agreement must be cleared by referral slip through the office of Local Union No. 280 before being hired. A referral slip must contain the employee's name, category, rate of pay and Social Insurance Number. Outside the Lower Mainland of British Columbia, this may be accomplished either through an "Area Dispatcher", so appointed by the Union, or by a responsible Shop Steward where no Area Dispatcher has been appointed.

(d) Those employees with seniority retention rights shall be recalled in accordance with Article 15, Section 15.01 Paragraph C before new employees are hired.

(e) If there are no employees on the seniority list with right to recall, the Company shall have the right to hire new employees providing that they obtain Local 280 membership clearance before commencing work. It is also understood that if new employees are required that Local 280 shall be notified and shall co-operate in every way in the hiring of new employees. The Company will have the right to interview the applicant and request a physical examination before hiring. The

## **ARTICLE 4 - UNION SECURITY - Continued**

Company has the right to refuse any applicant, which it deems may not be suitable.

- (f) In the event that the Union is unable to supply the Employer with qualified personnel within forty-eight (48) hours, the Employer shall have the right to employ any available qualified personnel, provided, however, that all provisions of Section 4.01 (b) and (c) are complied with.

### 4.02 Basic Dues

- (a) The Employer agrees to deduct dues from any earnings accrued in each month, from each and every Employee covered by this Agreement, an amount established by the Union in conformity with the Constitution and By-Laws of the Union.
- (b) The total amount deducted, with an itemized statement of same shall be forwarded to the Union by the fifteenth (15<sup>th</sup>) day of the following month in the manner provided for in the Unified Remittance Form.
- (c) Should the schedule of Basic and/or Supplementary Dues be changed, the Financial Secretary of the Union shall inform the Employer in writing sixty (60) days in advance of such change. Such altered schedule shall become part of this Agreement.

- 4.03 The Employer agrees to have all present and future Employees covered by this Agreement, as a condition of continued employment, consent in writing to the implementation of this Clause.

The Union shall deliver to the Employer, a Statutory Declaration as required by Part 1, Section 16(2) of the Labour Relations Code of British Columbia.

### 4.04 Funds

Both parties signatory to this Agreement agree that payments into any Fund covered by this Agreement must commence at the time of hiring of any person covered by the scope of this Agreement, regardless of whether or not such person is in a probationary period.

### 4.05 Penalty for Late Payment of Funds

- (a) In the event that the Employer's Remittance is late arriving at the Health Benefits In-Trust Desk after the 15<sup>th</sup> day of the month, as postmarked, the administrator will advise the Employer in writing by registered mail within forty-eight (48) hours of any delinquency.
- (b) If the In-Trust Desk has not received payment within forty-eight (48) hours of the Employer receiving notification exclusive of Saturdays, Sundays and Statutory Holidays, a ten percent (10%) penalty shall be applied to the late payments to the appropriate contributions and/or deductions.

**ARTICLE 4 - UNION SECURITY - Continued**

- (c) An Employer will be considered in default if payment to any fund covered by this Agreement is not paid by the twenty-fifth (25<sup>th</sup>) day of the following month that contributions cover.
- 4.06 Prior to any action taken by the Union to collect funds from the Company in default, said Company must be notified by the Union. Should the Company remain in default, the Union shall take such action as it deems necessary and the conditions of Section 4.05 of this Clause shall apply.
- 4.07 Subject to the foregoing provision, the Union shall withdraw existing Employees and shall refuse to refer prospective Employees to such defaulting Employer and such action shall not be deemed to be a violation of the terms of this Agreement.
- 4.08 In the event any person subject to this Agreement has a claim for benefits under the Benefits Plan refused as a result of an Employer's default in payments, such Employer shall be liable for an amount equal to said claim, plus such costs as the Trustees of this Plan may determine.
- 4.09 Should the Trustees of any Fund covered by this Agreement wish to check payments by an Employer, such Employer must open his books to a Chartered Accountant appointed by the Trustees.
- 4.10 An Employer in default of payments to any fund covered by this Agreement will not be acceptable for renewal of the Production Agreement until all default payments have been brought up to date. Under certain conditions the Union may request a maximum Cash Bond of not higher than an equivalent of three (3) months average Remittances. New Companies shall pay an estimated amount, that is required by the Union, to be deposited with Local Union No. 280 for a maximum period of not more than two (2) years. It is agreed that any interest generated by such cash bond will be returned to the Employer.
- 4.11 Unified Remittance of Funds
- (a) All Funds and Check-off payments shall be recorded and itemized on a Unified Remittance Form. This form shall be supplied by the Union and shall make provisions for the listing of each employee's name, Social Insurance Number, and number of hours earned.
- (b) All Funds and Check-off remittances shall be consolidated into one cheque payable to "Sheet Metal Workers' Local 280 - In Trust".

Both parties agree that remittances must be paid by the calendar month for all hours employed. However, in the event the remittances are calculated by the pay period, then all hours must be carried through and paid for to the first pay period of the following month. Companies wishing to remit by the pay period must notify the Union in writing of their intention.

#### **ARTICLE 4 - UNION SECURITY - Continued**

- (c) It is understood that all Fund contributions are over and above wages called for and may be subject to taxation as levied by either Provincial or Federal statutes. Dues Check-offs are deductions from wages.
- (d) Hours of employment as outlined in Fund Clauses include equivalent hours for holidays and vacations.
- (e) If the Employer has no employees during a given month, he shall submit a "nil" report unless it is clearly understood by all Parties that he has declared himself out of business.

#### **ARTICLE 5 - REPRESENTATION**

- 5.01 Business Representatives of the Union shall have access to the shop or plant during lunch hours for conducting Union business, but at other times shall first ask permission of the Management.
- 5.02 A Shop Steward shall be recognized and shall not be discriminated against for the performance of his duties within the terms of this Agreement. Shop Stewards shall report to their immediate supervisor and request permission to conduct Union business which shall consist solely for the investigation of complaints that may lead to grievance or to handle the adjustments thereof, or to attend to any meeting with the representatives of the Company or such other Union business as may be authorized by the Company during working hours without the loss of pay. Permission not to be unreasonably withheld.
- 5.03 Shop Steward to attend all departmental meetings, where deemed necessary.
- 5.04 Employees of the Company shall have access to the Shop Steward during working hours to discuss concerns pertaining to their working conditions. Prior notice must be given to Management. Permission may or may not be granted at the time of the request depending on the severity of the complaints and the needs for production demands of the parties involved. Union reserves the right to negotiate this clause during the term of this Agreement.
- 5.05 The employees of the Company who are members of the Union shall select a Shop Committee.

The Safety Committee will be as described in the W.C.B. Industrial Health and Safety Regulations, Section 4. The Co-Chairmen shall be both Labour and Management as elected by members of the Committee.

- 5.06 Management-Shop Committee Meetings shall be held when so desired by the Shop Committee Chairman and/or Management. These joint meetings shall consist of the Shop Committee Members, appropriate Management Personnel, and the Business Representative of the Union if able to attend. The Shop Committee Members shall be the Shop Steward and one (1) other member. All time lost to be paid by the Company.

## **ARTICLE 5 – REPRESENTATION- Continued**

- 5.07 These joint meetings shall handle and process any questions of safety; health, etc. shall be proper topics of discussion and settlement by these joint meetings. The Parties to this Agreement commit themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted production in the plant.
- 5.08 Any employee joining the full time staff of Local 280 shall be granted a leave of absence for one (1) full term of office with the Union without loss of seniority and job position. Will return to lead hand or lower if applicable.
- 5.09 Any employee who is elected as an officer of Local 280 shall be granted a leave of absence as required for the purpose of attending meetings or conventions with prior notification to Management.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 “Grievance” shall mean any difference or controversy by and/or between the persons or Parties bound by this Agreement concerning its terms, interpretation, application, operation or alleged violation thereof. It shall further mean differences concerning alleged violation of existing social or labour legislation.
- 6.02 Attempts shall be made in the first instance to settle all grievances by informal discussion between the Parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented within thirty (30) calendar days of awareness by the aggrieved in writing or judged to be abandoned.

The Company is to respond to the employee in writing within five (5) working days of receipt of a grievance with copies sent to the Shop Steward.

- 6.03 Should informal discussion fail to achieve a solution, either Party may invoke a sitting of a special Joint Committee composed of six (6) persons; three (3) persons to be nominated by each Party. This Joint Committee shall meet within three (3) days of its invocation. If this Joint Committee should fail to effect a settlement, the grievance may be referred to *an* Arbitration Board by either Party.

## **ARTICLE 7 - ARBITRATION**

- 7.01 When requesting arbitration of the other Party to a dispute, the requesting Party shall at the same time and in the same communication, state who its nominee on the Arbitration Board shall be.
- 7.02 Upon receipt of the above communication, the other Party shall within five (5) days inform the initiating Party of its nominee to the Arbitration Board.
- 7.03 The Labour Relations Board shall be asked to appoint a nominee if the conditions of Sub-section 7.02 above are not met within the required time.

### **ARTICLE 7 – ARBITRATION - Continued**

- 7.04 The two nominees or appointees shall within five (5) days endeavour to agree upon a Chairman; if they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a Chairman.
- 7.05 The Arbitration Board shall meet and render their decision within ten (10) days of the Chairman's appointment, unless an extension of time is mutually agreed upon.
- 7.06 The question of whether a particular dispute is arbitrable, is itself a matter for the Arbitration Board.
- 7.07 Each Party shall stand the cost and expense of its own nominee to an Arbitration Board and one-half the cost and expense of the Chairman.
- 7.08 The decision of the Arbitration Board shall be final and binding on all Parties.

### **ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS**

- 8.01 (a) Wage rates shall be as shown in Schedule "A", attached to and part of this Agreement.
- (b) Labour classifications shall be laid out in Schedule "B", attached to and part of this Agreement.

Should new classifications be required that do not obviously fit into the attached Schedule of Classification, the Union and the Company shall immediately sit down and negotiate a satisfactory name and wage rate for such new classification. The agreed rate will become part of this Agreement.

### **ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK**

#### **Langley Day Shift**

- 9.01 REGULAR WORKDAYS shall be from Monday to Friday inclusive and regular work hours shall be from 7:00 a.m. to 3:30 p.m. The regular workweek shall be forty (40) hours and the regular workday shall be eight (8) hours.

#### **Burnaby/Fraser Valley Sales Branch Hours of Work**

	<b>Shift A</b>	<b>Shift B</b>	<b>Shift C</b>	<b>*Shift D</b>	<b>Shift E</b>
	<b>7:00 am – 3:30 pm</b>	<b>8:00 am – 4:30 pm</b>	<b>6:00 am – 2:30 pm</b>	<b>2:00 pm – 10:00 pm</b>	<b>5:00 am – 1:30 pm</b>
<b>Lunch</b>	<b>11:30 am – 12:00 noon</b>	<b>12:30 pm – 1:00 pm</b>	<b>10:30 am - 11:00 am</b>	<b>6:30 pm – 7:00 pm</b>	<b>9:30 am - 10:00 am</b>

\* Shift D – work 7.5 hours, paid for 8 hours.

## **ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK – Continued**

### 9.02 Overtime

- (a) All overtime worked during the regular workweek shall be paid based on the Employment Standards Act of British Columbia. All overtime scheduled on days other than the regular workday shall be paid for at the rate of double time.
- (b) All overtime shall be scheduled by Management as required. Employees will be notified by their immediate supervisor if overtime is required. ***Overtime shall not be assigned to any employees on or after the first regular day of scheduled vacation and not until after their scheduled return to work.*** Overtime shall not be compulsory. The company shall attempt to share as equally as possible overtime amongst the employees.
- (c) **General Manufacturing Department**  
All overtime shall be first given to the employee(s) that is/are operating the equipment at the time overtime is requested providing they are capable of the work. In the case where that employee(s) has/have refused to work the overtime requested, then the next most senior employee within the department capable of operating the machine will be asked. Should there be insufficient operator(s) available within the General Manufacturing Department then Management reserves the right to assign any employee(s) from any department within the plant to work the overtime out of seniority.
- (d) **Production Department**  
All overtime shall be given to the employees working in the department at the time that overtime is requested, should there be a need for a full shift.  
  
First choice will be given to employees working on that particular assembly line, machine or job at the time overtime is required, for specific products, when a full shift is not needed. If any of these employees refuse to work the overtime, then the Company will choose from within the department on the basis of seniority, other employees to work overtime. Employees accepting the responsibility of working overtime are expected to produce the products as required to Company quality and quantity standards as in their classification definition as outlined in Schedule "B".  
  
Should no employees be available to work the overtime within the department, then Management reserves the right to assign out of seniority, other employees to work in the department.  
  
Should the Foreman or Team Leader not be available to work the overtime, and there are more than four (4) employees required, then a new Team Leader will be appointed by Management within the department to assume the responsibilities during the overtime and shall be paid Team Leader rate.

**ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK - Continued**

- (e) Shipping and Receiving Department (Langley and Burnaby/Fraser Valley)

All overtime shall be given to the employees working in the department at the time overtime is requested, should there be a need for a full shift.

Overtime shall be shared equally within the department on a rotation basis.

An employee declining to work overtime will result in that employee missing their turn in that rotation cycle.

Should the Foreman or Team Leader not be available to work the overtime and there are more than four (4) employees required, then a new Team Leader will be appointed by Management within the department, to assume the responsibilities during the overtime and shall be paid Team Leader rate.

Employees accepting the responsibility of working overtime are expected to work to Company standards in their classification definition as outlined in Schedule "B".

- (f) Flexible Hours for Overtime on Saturday/Sunday or Statutory Holiday

Should overtime be required on a Saturday/Sunday or Statutory Holiday the employees may choose to change the starting times of the overtime shift provided it is agreed upon unanimously by all the employees involved and Management.

**8 hour day shift or 10 hour day shift**

2 hrs. after start of shift	1 <sup>st</sup> paid break (15 minutes)
4 hrs. after start of shift	Lunch (1/2 hour)
6 hrs. after start of shift	2 <sup>nd</sup> paid break (15 minutes)
8.5 hrs. after start of shift	End of 8 hour shift
or 8.5 hrs. after start of shift	3 <sup>rd</sup> paid break (15 minutes)
10.5 hrs. after start of shift	End of 10 hour shift

**10 hour afternoon shift**

2 hrs. after start of shift	1 <sup>st</sup> paid break (15 minutes)
4 hrs. after start of shift	Lunch (1/2 hour)
6 hrs. after start of shift	2 <sup>nd</sup> paid break (15 minutes)
8 hrs. after start of shift	3 <sup>rd</sup> paid break (15 minutes)
10 hrs. after start of shift	End of Shift

9.03 Banked Overtime

One hour worked at time and one-half = 1.5 hours off

One hour worked at double time = 2.0 hours off

Overtime hours can be banked by all employees upon request and paid out on the end of pay period by bank deposit. The amount of hours banked must be a minimum of eight (8) hours before time off can be taken.

**ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK - Continued**

When time off is taken from the overtime bank, it shall be equivalent to the time earned and in shift lengths that is presently being worked i.e. 8 hour or 10 hour shift.

Flexible payout – hours or money.

All banked wages must be drawn out by the employee or paid out by the Company within six months of being earned.

The Company agrees to endeavor to meet individual employee banked overtime time-off preferences whenever possible. The Company will schedule this time-off with the employees on a “first come, first serve” basis taking into consideration prior vacation schedules, and Production demands.

9.04 SHIFT WORK: LANGLEY

- (a) When it is found necessary to work what is generally known as a second and third shift, the hours of work and payment thereof shall be as follows:
- (b) Seven and one-half (7½) hours shall constitute the second (afternoon) shift for which eight (8) hours wages and fringe benefits shall be paid. Monday to Friday 3:30 p.m. – 11:30 p.m., Lunch 7:30 p.m. – 8:00 p.m.
- (c) Seven (7) hours shall constitute the third (graveyard) shift for which eight (8) hours wages and fringe benefits shall be paid. Monday to Friday 11:30 p.m. – 7:00 a.m., Lunch 3:00 a.m. – 3:30 a.m.

When an employee arrives for work on a graveyard shift and no other employees are there for the start of the shift, then the employee will phone Management who shall give final instructions. If Management cannot be contacted, then the employee shall remain for a minimum of two (2) hours and shall be paid for the balance of the shift.

- (d) When it is found necessary to work a second shift (4 at 10 hours per day), nine and one-half (9½) hours shall constitute the second shift. Employees shall be paid for ten (10) hours per day and hours shall be 3:30 p.m. to 1:30 a.m. Lunch 7:30 p.m. – 8:00 p.m. All time lost shall be deducted from forty (40) hours. Monday through Thursday.
- (e) All employees are expected to participate in shift work, unless acceptable written medical proof is presented to Management.
- (f) A Shift in any department shall consist of any amount of employees as required by Management to perform their regular work functions in their respective departments. No Foreman and Team Leader required if four (4) or less employees are working in the department. (Named Foreman or Team Leader as of June 1, 1997, shall not be affected by this clause.)

**ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK - Continued**

- (g) Shifts shall rotate on a four (4) week basis, unless otherwise mutually agreed upon between Management and employee(s) involved as represented by the Shop Steward.

		<b><u>June 1</u></b>	<b><u>June 1</u></b>	<b><u>June 1</u></b>
		<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>
(h)	Afternoon Shift Premium -	<b>\$0.77/hr</b>	<b>\$0.79/hr</b>	<b>\$0.81/hr</b>
	Graveyard Shift Premium -	<b>\$0.92/hr</b>	<b>\$0.94/hr</b>	<b>\$0.96/hr</b>

The Company shall give two (2) working days notice of any shift change.

- (i) Employees scheduled for the afternoon shift (ten [10] hours), and who have been rescheduled during the month of December only to work day shift (eight [8] hours) due to temporary cancellation of the scheduled afternoon shift shall be paid ten (10) hours for all Statutory Holidays plus shift premium and regular pay for days worked on a day shift, e.g. three (3) days worked plus two (2) Statutory Holidays.

Pay as follows: Three (3) regular days by eight (8) hours plus two (2) Statutory Holidays by ten (10) hours plus forty (40) hours by premium pay.

**9.05 SHIFTWORK: BURNABY**

- (a) Regular workday shall be eight hours, but due to the flexible rest period schedule, will be paid for eight and one-quarter hours at straight time. Any employee starting their shift after their regular lunch break shall not be paid the extra one-quarter hour.
- (b) The Company shall reserve the right to schedule shifts as outlined and decide who will work the appropriate shifts to maintain 2, 3 or 4 shifts at any one time.

The Company agrees to give two (2) days shift change notice to Shifts A, B, C, **and E**, and five (5) days notice to Shift D.

- (c) Any employee transferred on a temporary basis to Langley Plant/Fraser Valley Sales Branch from Burnaby or to Burnaby from Langley Plant/Fraser Valley Sales Branch shall receive a twenty-five dollars (**\$25.00**) travel allowance. The Company will notify the shop steward each time any employees are temporarily sent to another branch and when they return to their regular branch.

- 9.06 (a) Slow Season: Slow season shall be defined as when the regular workweek is reduced to thirty-two (32) hours. The Company retains the right during the slow production season to cut the workweek down to thirty-two (32) hours Monday to Thursday or Tuesday to Friday in order to maintain full employment for all employees. All employees shall take part in this plan and shall rotate on a thirty-two (32) hour workweek (four [4] eight [8] hour shifts). The Company will decide who will work Monday through Thursday and Tuesday through Friday.

## **ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT WORK - Continued**

The Company agrees to give one (1) weeks notice when changing the workweek from forty (40) to thirty-two (32) hours. The Company will contact the EI office to enquire if work-sharing plans may be available in co-operation with the Shop Committee.

Burnaby/Fraser Valley Sales Branch, Langley Manufacturing and the Machine Shop shall each be treated separately in the case of defining a slow season workweek. Management reserves the right to exempt any of the above from the slow season.

- (b) Stocktaking: Stocktaking to be within the regular workweek or as conditions as in Article 9 Hours of Work and may be assisted by Management Staff.

If on a thirty-two (32) hour workweek, inventory may be taken on Friday and Saturday (if necessary) at regular pay (staying within a forty (40) hour workweek).

Periodic cycle counting, of any materials or products can be performed at any time by Management personnel.

- (c) During the summer months of June, July, August and September, the departments will be able to shift working hours to begin before the regular shift. This must be agreed upon unanimously between each and every employee on the shift and Management.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

- 10.01 (a) The Statutory and recognized Holidays shall be:

New Year's Day	Good Friday
Canada Day	Victoria Day
B.C. Day	Thanksgiving Day
Remembrance Day	Labour Day
December 24th	Christmas Day
Boxing Day	December 31st

plus any other holiday declared by the Provincial or Federal Government.

- (b) When a specified holiday falls on a Saturday or Sunday, the following workday or days shall be observed.
- (c) When on a ten (10) hour Afternoon Shift (four (4) day workweek) and a specified holiday falls on a Friday, the Thursday before shall be observed as the Statutory Holiday.

**ARTICLE 10 - STATUTORY HOLIDAYS - Continued**

- (d) Afternoon shift will have the right to move the Statutory Holiday to the beginning or the end of the workweek. It shall be unanimously agreed by all employees on that shift, and management.
  - (e) In the event of any other Statutory Holiday declared by the Provincial or Federal Government, a further (.4%) shall be added to the gross percentage earning.
- 10.02 (a) A New Employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated holiday pay. This amount is calculated by dividing the employees total wages, excluding overtime earned in the thirty (30) day period by fifteen (15), (as per BC Employment Standards Act). Employees who have worked more than thirty (30) calendar days shall be paid as follows.
- (b) Day Shift: Statutory Holidays shall be paid as a full days pay based on eight (8) hours regular day as of Job Classification Schedule "A".
  - (c) Ten (10) Hours Afternoon Shift: Statutory Holidays shall be paid as full days pay based on a ten (10) hours. (Does include shift premium pay.)
  - (d) Eight (8) Hours Afternoon Shift: Statutory Holidays shall be paid as full days pay based on eight (8) hours. (Does include shift premium pay.)
  - (e) Eight (8) Hours Graveyard Shift: Statutory Holidays shall be paid as full days pay based on eight (8) hours. (Does include shift premium pay.)
- 10.03 Employees on Leave of Absence, WCB, Wage Indemnity, I.C.B.C., or any insurance coverage shall not be paid Statutory Holiday Pay by the Company.

In the case where an employee is returning back to work (from any condition as stated above) they must have worked at least one day prior to any Statutory Holiday to be paid for that Statutory Holiday.

**ARTICLE 11 - YEARLY VACATIONS**

- 11.01 (a) The Company agrees to endeavour to meet individual employee vacation preferences whenever possible. Choice of vacation shall be on the basis of seniority and the needs for production demand at that time. The Company shall decide the amount of employees in each department that can go on holidays at a given time.
- (b) A confirmed vacation schedule will be posted on a Shop Bulletin Board by the Company by the end of second week of March. Employees are required before the 28 of February of each calendar year to submit to Management the time they prefer as vacation. The Company shall schedule and confirm all employees unscheduled vacation time.

**ARTICLE 11 - YEARLY VACATIONS - Continued**

For the months of July and August, vacations will be limited to two weeks per employee based on seniority and then repeat rotation for any further holidays.

One week of holidays may be taken as single days, as approved by Management.

- (c) The Burnaby Sales Branch and the Fraser Valley Sales Branch will have separate yearly vacation schedules.

Holiday pay to be based on gross wages, but holidays can be pro-rated according to the amount of holiday pay received if a person has not had full employment. No employee shall be forced to take vacation leave without pay due to lack of funds in their holiday bank.

After confirmed vacation has been granted, employees wishing to change their vacation must submit a request of change of vacation as least two (2) weeks in advance of such changes. It shall be up to Management to grant or refuse this request. If such a request is refused, employees must stay within their allotted time.

- (d) These vacations shall be scheduled by mutual consent between the Company and the employees.
- (e) Should a Statutory Holiday fall during an employee's vacation, they may use that Statutory Holiday as a vacation day or shall have extended vacation, for the amount of Statutory Holiday within the vacation but shall not be able to carry over the vacation beyond the 31st of December of that calendar year. Management to be notified at the time the employee is scheduling his/her yearly vacation.
- (f) In the case where more than one shift is running in a department and the second or third shift is cancelled, employees may be required to rearrange their vacation schedule based on seniority. The final decision of rearranging the vacation schedule shall be left up to Management.

11.02 All employees hired before June 1, 2000 shall receive annual vacations:

- (a) From time of hire to the completion of first year, employee shall receive vacation. Vacation pay pro-rated: Two weeks vacation at 4% percent of gross earnings.
- (b) Upon completion of the third (3rd) year and beginning the employee's fourth (4th) year, the employee shall receive 6.2% percent of gross earnings for three (3) weeks annual vacation.
- (c) Upon completion of the tenth (10th) year and the beginning of the eleventh (11th) year the employee shall receive 8.4% percent of gross earnings for four (4) weeks annual vacation.

**ARTICLE 11 - YEARLY VACATIONS - Continued**

- (d) Upon completion of the fifteenth (15th) year and the beginning of the sixteenth (16th) year the employee shall receive 10.7% percent of gross earnings for five (5) weeks annual vacation.
- (e) The Company shall advance up to three (3) weeks pay in the first quarter and two (2) weeks pay in the second quarter should the employee take vacation at that time and be entitled to such.
- (f) Employee must work six (6) months out of the last twelve (12) months to be eligible for vacation time.
- (g) In calculating vacation pay based on percentage, any shortfall against monies advanced would be carried into the next fiscal period, or if the employee leaves before that time, to be deducted against severance pay or any other monies owing.

11.03 All employees hired after June 1, 2000 shall receive annual vacations:

- (a) Upon completion of the third (3<sup>rd</sup>) year and beginning the employee's fourth (4<sup>th</sup>) year and beyond the employee shall receive 6% of gross earnings for three (3) weeks annual vacation.
- (b) Upon completion of the fifteenth (15<sup>th</sup>) year and the beginning of the sixteenth (16<sup>th</sup>) year and beyond the employee shall receive 8% of gross earnings for four (4) weeks annual vacation.**
- (c) Employees starting work at Ecco can request in writing to have their holiday pay put onto each paycheque for the first six (6) months of employment if so desired.
- (d) It shall be a violation of this Agreement for an employee to forego his paid vacation or to work for wages during the vacation period.
- (e) Senior employees in order of seniority shall have first choice of vacation periods at the start of vacation posting.
- (f) For the purpose of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st. Employees shall not be allowed to carry forward their vacation period beyond the calendar year.

**ARTICLE 12 - STANDARD HEALTH BENEFIT PLAN**

- 12.01 (a) The Company will submit to the Trustees of the Sheet Metal Workers' Health Benefit Fund (by the fifteenth (15th) day of the month following) contributions paid for every hour or part hour of employment in any job classification as per the standard agreement, based on a forty (40) hour workweek.

**ARTICLE 12 - STANDARD HEALTH BENEFIT PLAN - Continued**

- (b) In the event of a slow season thirty-two (32) hour workweek, the Company shall make necessary contributions required to maintain employees Health and Benefit Plan.
- 12.02 Sick Leave - Three (3) days paid sick leave per calendar year. If not taken, to be paid at the end of the year. If the sick day is taken while on afternoon shift, employees shall be paid for the hours the shift is, e.g. shift for ten (10) hours, then sick pay for ten (10) hours.
- 12.03 Company agrees to administer an R.R.S.P. Plan whereby the Company will deduct *ninety cents (\$0.90) per hour* off each and every employee's pay. New employees starting work at Ecco can request in writing to have his/her RRSP deduction not deducted for the first six (6) months of employment if so desired.
- 12.04 Rehabilitation Fund  
Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employer to the B.C. Construction Industry Rehabilitation Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form.
- 12.05 Local 280 Promotion Fund  
The Company will submit three cents (\$0.03) per hour per employee for each hour worked to the Promotion Fund.
- 12.06 Local 280 Council Fund  
Two cents (\$0.02) per hour for each and every hour or part hour of employment in any job classification will be paid by the Employee to the Local 280 Council Fund. These monies will be remitted to the Fund by the fifteenth (15th) day of the month following that which contributions cover, in the manner provided by the Unified Remittance Form. None of these monies in direct control of Local 280 will be used for political or anti-Employer activities.

**ARTICLE 13 - REST PERIODS**

- 13.01 (a) Rest Periods - Employees shall be entitled to two (2) rest periods in each eight (8) hour shift or three (3) rest periods per ten (10) hour shift: one fifteen (15) minute rest period prior to the lunch period, and one (or two if applicable) fifteen (15) minute rest period(s) after the lunch period. Rest periods shall be scheduled to start approximately at two hour intervals from the start of the shift.
- (b) Coffee Breaks - It is understood that a bell will sound at the thirteen (13) minute mark of the break and all employees are required to be back at their work stations by the fifteen (15) minute mark.

**ARTICLE 13 - REST PERIODS- Continued**

- (c) Lunch Breaks - It is understood that a bell will sound at the twenty-eight (28) minute mark of the break and all employees are required to be back at their work stations by the thirty (30) minute mark.

**ARTICLE 14 - SAFETY AND HEALTH**

***14.01 Employer safety rules and regulations shall be complied with provided they are not inconsistent with applicable provincial and/or federal regulations, acts, and laws.***

14.02 (a) It is agreed that clean and adequate lunchroom and toilet facilities shall be available to the work force. To be enforced by the Committees and Company.

(b) It is understood that the Company in co-operation with the work force shall institute a Safety and Health Programme to upgrade conditions in the shop.

(c) The Company shall supply coveralls and leather aprons. Maintenance of the coveralls or leather aprons shall be the responsibility of the employee. The employees shall be responsible to replace coveralls or leather aprons if lost or damaged by negligence. Coveralls make up the employees property.

Gloves shall be supplied at no cost and as required. The worn pair must be returned by the employee.

Once every year the Company will assist the employees with a boot allowance. Upon the submission of the receipt of purchase, up to **\$120.00** will be added to the employees Gross Pay on the following pay period, or paid out annually if not used.

(d) If, in the opinion of the Workers' Compensation Board (after study of plant conditions) special protective devices must be worn by certain employees, the Company agrees to supply such items, as required. Other safety apparel will be available for purchase by the employees, at cost. The Company shall purchase and employees will buy at Company cost. The Company shall supply coveralls and aprons to employees upon request.

(e) Any employee injured on the job and eligible for W.C.B. benefits shall have the balance of his time on the day of injury paid for by the Company, provided they were attended to by a physician.

(f) The Employer will enforce "No Smoking Rules" for all areas of the plant consistent with W.C.B. Regulations.

## **ARTICLE 14 - SAFETY AND HEALTH - Continued**

- 14.03 (a) The Company reserves the right to post and select an employee from within the bargaining unit to train as a First-Aid Attendant, for the appropriate level as required by WCB. The employee will be required to take a course in Occupational First Aid. The Company will pay for the cost of all required courses and for any lost wages to the employee. The employee has only two (2) attempts to pass the course; the second attempt must be within thirty (30) days after the first attempt or as directed by W.C.B. The employee has the option to attend either day or night class.
- (b) *Those employees selected by management and who successfully obtain Level 1 First Aid as required by WCB and are appointed by management to be acting as such will receive an additional \$0.50 per hour for all hours worked. (Flat rate)*
- (c) Level 2 first Aid Attendants as required by WCB and as selected by Management will receive an additional \$1.50 per hour for all hours worked. (Flat Rate).
- (d) The Company also has the right to assign any qualified Management personnel to act as the First Aid Attendant if the need arises. As reviewed by the Safety Committee (to be reviewed monthly).
- (e) First Aid Attendants to have their shift work and yearly vacations schedule on a separate list. Yearly vacations are to be scheduled as per Article 11.
- 14.04 (a) Employees returning to work after being on a W.C.B. claim or an injury or sickness shall produce a medical certificate showing their health status. The certificate should state their fitness to perform their regular duties. Only programs that have been approved by W.C.B. or Management on the gradual re-entry to work shall be acceptable.
- (b) Management reserves the right to ask any employee to consult with their physician to provide a medical certificate of health status should there be any indication that an employee may be incapable of performing their job function or adding further health hazards to themselves. (Cost of medical certificate to be paid by Company if required).

## **ARTICLE 15 – SENIORITY**

- 15.01 (a) The Company shall maintain a separate seniority list for:
- the Langley Plant encompassing all employees
  - the Machine Shop encompassing all machinist/maintenance employees
  - the Burnaby Sales Branch encompassing shipper/receivers (includes Fraser Valley sub-branch)

which shall be available to the workforce and the Union.

**ARTICLE 15 – SENIORITY- Continued**

- (b) Seniority of each employee shall be established upon successful completion of three (3) months of employment. There shall be a probationary period of three (3) months from the date of employment. Probationary employees may be terminated within the three (3) months at the discretion of the Company. A review of each new employee's performance shall be done on the following basis:
1. At the end of the first (1st) month of employment.
  2. At the end of the third (3rd) month of employment.

Probationary employees will be placed in a department once the probationary period has been completed.

- (c) It is agreed that employees with the least seniority will be first affected in the case of lay-off whereas employees with the greatest seniority will be given preference in recall providing the employee is satisfactorily able and willing to learn to efficiently perform the work available (as decided by the Joint Management Shop Committee).
- (d) Employees shall lose seniority rights for any of the following reasons: quitting, discharge for just cause, lay-off of longer than seniority retention periods, listed absence from work for more than one (1) week without satisfactory explanation or a Doctor's certificate.
- (e) If an employee is moved to an administration level, he/she shall retain seniority for a period of three (3) months and then shall cease to be a member of the said bargaining unit, while in Management. Further, if the employee wishes to return to the bargaining unit they may return within three (3) months to the production category lead hand through PW6 and retain continuous seniority. Said transfer will not necessarily be based on the seniority of the employee. This may only be used once.

- 15.02 (a) Employee shall retain his seniority for the following period:

Up to 12 months worked	-	3 months
13 to 24 months worked	-	6 months
25 - 60 months worked	-	12 months
Over 61 months	-	24 months

Any employee with seniority standing when recalled for work shall have the right to compare the length or type of work involved with his present employment to decide on a bypass with no loss of seniority. After bypassing the work once, the Employee shall lose his seniority standing if he does not come in on the next call. There shall be at least two (2) weeks between the calls. Recall by registered mail.

- (b) No Production Worker covered under this Agreement shall have a temporary layoff or termination to create employment for workers in another section of the trade.

**ARTICLE 15 – SENIORITY- Continued**

- (c) Any employees recommencing work (after being laid off) shall fall into whatever category from P.W. 6 to lead hand and receive wages as stated out in Schedule “B” provided seniority is still valid in accordance with sub-section 15.02 (a).
- (d) Past ECCO employees who were a Production Worker Classification Five (5) through to Foreman and rehired within two (2) years after the loss of Seniority (see 15.02 (a)) shall be hired as a Production Worker Five (5). Within three hundred and sixty (360) working hours at this category, employee’s capabilities shall be assessed and if proven to be capable, shall be raised to the next highest category. This paragraph only applies to employees employed with the company prior to June 1, 2000. All past Ecco employees rehired within two years after loss of seniority shall not be required to serve probation a second time unless they have received severance pay.
- (e) Any employee unable to work due to injury or illness shall retain their seniority rights until such time they are able to return to full time employment.

**ARTICLE 16 - TERMINATION; DISCIPLINE AND DISCHARGE**

- 16.01 (a) Employees choosing to terminate their employment with the Company will give two (2) working days notice within the workweek.
- (b) The Company will give lay-off notice to employees as per the Employment Standard Act of British Columbia.
- (c) **Severance Pay:** Shall be paid according to the Employment Standard Act of British Columbia. Employees receiving severance pay will forfeit their seniority and retention rights.
- (d) In the event an employee is laid off and dies before his seniority right expires, severance pay shall be paid to his estate.
- (e) Any employee of the Company who has been terminated for just cause will not be rehired.

**16.02 DISCIPLINE AND DISCHARGE**

- (a) No employee shall be disciplined, suspended or discharged except for just and reasonable cause.
- (b) 1st Offence - Verbal warning and noted in employee’s file.  
2<sup>nd</sup> Offence - Written warning and copies to employee’s file, Shop Steward, the Union Office.

**ARTICLE 16 - TERMINATION; DISCIPLINE AND DISCHARGE- Continued**

3rd Offence - Written warning and a suspension from work for one (1) day without pay. Copies sent to employee's file, Shop Steward, the Union Office.

4th Offence - Written warning and a suspension from work for up to one (1) week without pay. Copies sent to employee's file, Shop Steward, the Union Office.

5th Offence - Written notification and termination of employment with the Company. Copies sent the employee's file, shop Steward, the Union Office.

- (c) The Company has the right to use any of the disciplinary steps as set forth in Paragraph (b) provided the nature of the offence warrants such action.
- (d) The Shop Steward shall be present and receive a copy of all warnings verbal and written, given to employees by Management or in his absence the Union Representative will be contacted. A letter will be sent to the Union Representative.
- (e) Discipline Records - An employee's record of verbal and written warnings shall not be used after fourteen (14) months from the date of infraction.
- (f) In the event of the discharge of an employee, the individual shall leave the premises of the Company immediately. If the employee feels that he/she has been unfairly treated he/she may file the grievance with the Shop Steward before leaving the premises, providing that there shall be no delay in going directly to the Shop Steward and thereafter he/she shall immediately leave the premises of the Company.

**ARTICLE 17 - TOOLS**

17.01 The Company will replace employees' personal tools which have been listed by the employees, the list to be verified and deposited with the Company, in cases where it can be verified that tools were damaged or worn out, other than by employee neglect during or in connection with the employees' employment duties. The replacing of tools will be restricted to Special Machine Operators and lead hand Classifications. A tool kit complete with tools, lock and key will be provided to each of the employees requiring a set of tools; they in turn will be responsible to replace any tools that are lost or stolen.

**ARTICLE 18 - BULLETIN BOARD AND MISCELLANEOUS**

18.01 (a) A Bulletin Board shall be made available by the Company for the exclusive use of the Union for the posting of this Agreement and other Union notices.

**ARTICLE 18 - BULLETIN BOARD AND MISCELLANEOUS - Continued**

- (b) The Company will allow three (3) days off with full pay in the case of family bereavement of any employee. The three (3) days off will not exceed more than two (2) days past the funeral service. This clause shall apply when an employee is on vacation or otherwise removed from work.

The "family" in this case will be considered the father, mother, son, daughter, husband, wife, brother and sister, father-in-law and mother-in-law, and grandparents (both sides of family) of the employee.

- (c) When an employee is called for Jury Duty or duty as a Crown Witness, the Company shall reimburse such employee for the difference between his fees for such duties and his regular wage for the time lost.
- (d) Section "B" and "C" above shall apply only to non-probationary employees.

**18.02 LEAVE OF ABSENCE**

- (a) Leave of absence shall mean an absence from work requested by an employee and consented to by the Company in writing and covering a specified period of time. Leave of absence shall not be granted to an employee seeking seasonal work. An employee will lose seniority exceeding the specified period of time of absence except for legitimate cause.
- (b) The Company reserves the right to refuse any leave of absence if this leave of absence in any way jeopardizes the production and working schedule of the Langley Plant.
- (c) Employees that have been granted a leave of absence shall not be required to phone in as of Article 18 Section 18.03(e).

**18.03 ABSENTEEISM/LATENESS**

- (a) It shall be the responsibility of each and every employee to notify Management if they are to be absent from work, before the start of each shift or as soon as possible thereafter. Failure to do so is subject to disciplinary action.
- (b) In the case that an employee is absent from work for a period of three (3) or more days consecutively, a signed certificate by a qualified physician explaining the reason for absence must be presented to Management upon the employee's return to work. Cost of Doctor Certificate to be paid by the Company if the employee is charged for such.
- (c) Employees must report any anticipated lateness or absence (i.e. Doctor appointment) from work ahead of time to Management.
- (d) Continuing lateness or absenteeism will result in disciplinary action.

**ARTICLE 18 - BULLETIN BOARD AND MISCELLANEOUS - Continued**

- (e) Employees who are sick for a period of more than one week are required to phone in to Management each week to report the status of their condition.

If the employee has supplied the Company with a signed certificate by a medical physician explaining the reason and length of time to be absent from work then the employee is not required to phone in each week.

- 18.04 Parking will be supplied by the Company at no cost to the employee. The Company is not liable for any lost, stolen, or damaged property on any vehicle while parked on the Company premises.
- 18.05 Any Staff or Sales personnel shall have the right to service the customer by assisting to fill a shipping order provided that there shall be no loss of employment to the Union employees. This practice shall be allowed on situations where all existing Union employees are fully occupied at that time. Prior notification to the Shop Steward and/or Foreman. Management personnel shall not operate any powered forklifts.
- 18.06 The Union reserves the right to cancel this Clause at any time without negotiation by notifying the Company, should it feel that this practice no longer fulfills the need of emergency situations but warrants the hiring of more Union personnel.

**ARTICLE 19 - UNION LABEL**

- 19.01 (a) During compliance with all the provisions of this Agreement, the Company may by arrangement with the Union, display the Union Label of the Sheet Metal Workers' International Association on any or all items produced exclusively under the terms of this Agreement.
- (b) The Company agrees that all Union Labels shall be the property of the Union and said permission to display the Union Label may be revoked by the Union for causes the Union deems adequate.
- (c) The blue Union Label shall be used on "Production" articles. The yellow Label shall only be used on "Trade" articles fabricated in accordance with Article 2, Section 2.03.

**ARTICLE 20 - AMENDMENTS**

- 20.01 (a) By mutual agreement between the Parties to this Agreement, any Article or Section thereof may be amended, revised, or deleted, or new Articles or Sections added during the life of this Agreement.
- (b) For convenience, any such amendments, deletions or additions will be put in the form of a duly signed Schedule "E", which will be attached to and become part of this Agreement.

## **ARTICLE 21 - TECHNOLOGICAL CHANGES**

21.01 (a) In view of the possible impact on manpower and conditions of employment resulting from technological changes and automation, it is agreed that the Parties hereto utilize to the best advantage of the Company and the employees all scientific improvements and establish a committee to be known as the Committee on Automation, consisting of equal representation by Employer and the Unions. The Committee on Technological Change shall be the Shop Committee members. The Committee's duties shall be to investigate and submit recommendations on all aspects of automation, mechanization and new methods, and to include the following:

- training and retraining
- alternate employment opportunities within the Company

(b) In addition, the Company will, if possible, inform the Committee six (6) months prior to the introduction of any new equipment which will require extensive retraining or will result in loss of employment.

In addition, the Company will co-operate with the Unions and the Government in matters of training and retraining. *The company will top up lost wages for trade apprentices while attending Trade School (the difference between what any Government program or EI pays and regular rate plus school and textbook costs) in one lump sum upon return from school.*

Both Parties further agree to any further requirements stated in the Industrial Relations Act on Technological Change.

(c) The Company shall have a training program for all employees in Production Worker categories, which will enable them to perform duties required. The cost of all educational courses or seminars related to the job classifications and required by the Company shall be paid by the Company upon completion and passing of the course.

## **ARTICLE 22 - SAVINGS AND DEPOSITION**

22.01 (a) It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be a violation of any legally effective order or statute to comply with any provision or provisions of this Agreement, both Parties agree to promptly renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such order or statutes, and the other provisions of this Agreement shall not be affected thereby.

(b) Copies of this Agreement shall be deposited with the Labour Relations Board.

## **ARTICLE 23 - DURATION OF AGREEMENT**

- 23.01 (a) All provisions of this Agreement shall be effective from **June 1, 2006**, and for the period ending **May 31, 2009**, and shall continue in force and effect from year to year thereafter, unless either Party shall desire a change and shall file notice with the other Party of such desire within a period of four (4) months prior to **May 31** in any year, and the established wage scales and conditions specified herein shall continue in force and effect pending negotiations and settlement of any proposed changes suggested by either Party.
- (b) It is mutually agreed that if the term of this Agreement should be for more than one (1) year, that the provisions of Section 50, Sub-Section 2 of the Labour Relations Code shall be excluded from the operation of this Agreement.

## **ARTICLE 24 - JOB OPPORTUNITY**

- 24.01 (a) **Langley Plant**  
The Company agrees to post a "Job Opportunity" within 30 days whenever a Union position is open at the Langley Plant, except in the Machine Shop/Maintenance Department. Langley Plant employees with the most seniority provided they have the skill, ability and attendance shall be awarded the position with a 30 day working trial period. Should the employee return to their former job, he or she shall have no loss of seniority or wages of his or her former pay rate.
- (b) **Burnaby/Fraser Valley Sales Branches**  
The Company agrees to post a "Job Opportunity" within 30 days whenever a Union position is open at the Sales Branch. Sales Branch employees with the most seniority provided they have the skill, ability and attendance shall be awarded the position with a 30 day working trial period. Should the employee return to their former job, he or she shall have no loss of seniority or wages of his or her former pay rate.
- (c) **Langley and Burnaby/Fraser Valley Branches**  
In the event there still exists a job vacancy after (a) and (b) of the above, then employees from either Langley or Sales Branches shall have the opportunity of applying for the position before the Company hires. Seniority will not be transferable between branches and an employee transferring will not be reduced lower than P.W. 4 unless they are at a lower wage rate to begin with.
- 24.02 **Langley and Burnaby/Fraser Valley Branches**
- (a) The conditions that create a job opportunity will be any of the following:
- Increase in production demand
  - New product line
  - Added machinery
  - Creation of new job positions
  - Vacancy of a job position

**ARTICLE 24 - JOB OPPORTUNITY - Continued**

- (b) The job opportunity will be posted for one week. When the employee is selected for the position the name will be posted, with the names of all other employees that applied.
- (c) Job opportunity forms will be available from your Supervisor.
- (d) Although employees will be assigned to a specific department on a permanent basis they may be requested to work on a temporary basis in other departments from time to time, due to production demands.
- (e) After it has been confirmed to the employee that he/she has the job opportunity, he/she will be placed in that job function within two (2) weeks of confirmation date.
- (f) Wage rate of classification will be shown on the posting of a job opportunity.
- (g) Prior to conclusion of thirty (30) working days of the new job function, if the employee returns to his/her old job then the Company may or may not re-post the position.
- (h) Employees transferred through job opportunity may have to rearrange their vacation, should it be in conflict with any employee, regardless of seniority, who has already confirmed vacations.
- (i) Should an employee prove to be incapable of meeting production standards for quality, quantity and general workmanship, who has been transferred to another department through job opportunity may be placed back to his former department by Management as outlined in Schedule B, paragraph 2 (within sixty [60] days).

**ARTICLE 25 - GENERAL RULES OF EMPLOYMENT AND SAFETY**

- 1.1 *All employees are responsible to their immediate Supervisor, Foreman, or Team Leader and must work safely within Company safety standards.*
- 1.2 Deliberate damage to Company property, private property and safety equipment as supplied by the Company on these premises, will result in disciplinary action.
- 1.3 The Company, the Union and the Workers' Compensation Board of British Columbia will not tolerate the use of drugs or alcohol during working hours on these premises, nor is it acceptable for any employee to be under the influence of drugs or alcohol during working hours. *Lunch breaks included.*

Under the governing regulations of the Workers' Compensation Board and the Federal Labour Act, any person found to be in contravention of these rulings is subject to immediate dismissal.

**ARTICLE 25 - GENERAL RULES OF EMPLOYMENT AND SAFETY - Continued**

Also, any person injuring themselves or causing injury to a fellow employee can be charged under the Statutes of the Criminal Code of Canada.

- 1.4 It is the responsibility of each employee for the times represented on his or her time card. Each employee shall *punch or scan in and out* on their time card unless okayed by Management.
- 1.5 Removal of Company tools or materials from the Company premises is prohibited, unless approval has been granted by Management.
- 1.6 Employees shall be in their respective working locations ready to commence work at the designated starting time of each shift.
- 1.7 Employees are required to be back in their respective working locations, ready to resume operating when the bell sounds to signal the end of a break.
- 1.8 All foods shall be consumed during lunch breaks and coffee breaks only, in the lunchroom or outside area. With the exception of the Shipping Department where they may take breaks in their office for the convenience of serving the customer. Employees are responsible for good housekeeping.
- 1.9 All employees are expected to produce to Company quality and quantity standards.
- 1.10 Machinery adjustments are to be done by the operator in charge, the Foreman or Supervisor responsible, or other personnel as directed by the Foreman or Supervisor. No other personnel (other than machine shop personnel) are to make machinery adjustments.
- 1.11 Machinery repairs are to be done by the machine shop personnel only. When a machine requires repairs the Machine Operator/Foreman or Supervisor shall notify the machine shop personnel that a specific piece of equipment needs repair. No other person should repair machinery unless authorized by the machine shop personnel. Proper lock out procedures are to be carried out at all times.
- 1.12 Employees will be issued keys by Management to gain entry for the purpose of performing their **work duties only**. Any employee issued a key shall be responsible for the safekeeping of such and will have to sign a document as supplied by Management. On request, keys will be returned to Management.
- 1.13 It shall be the responsibility of each employee to notify their immediate Supervisor/Foreman when they are leaving the department, excluding the First Aid Attendants when attending an injury.

**ARTICLE 25 - GENERAL RULES OF EMPLOYMENT AND SAFETY - Continued****2) EMPLOYEE'S RESPONSIBILITY RE: PERSONAL DATA**

It is agreed that each employee is charged with the responsibility of ensuring that the Company is provided with current and up-to-date information relative to the employee's:

- Change of name
- Address and change of address
- Telephone number or change of telephone number
- Report any change in health status, i.e. special medication. This information will be kept on file with the First Aid Attendant and kept confidential other than for use in emergency situations.

**3) POWER FAILURE**

- A) In the case of power failure, Management reserves the right to change the times of the coffee breaks and lunch break as discussed with the Shop Steward for that shift.
- B) Employees will be paid the amount of time worked plus a minimum of two (2) hours waiting during power failure. Management reserves the right to extend the two (2) hours waiting period indefinitely or to end the shift for that day.
- C) Management will assign other job functions to employees with the consultation of the Shop Steward, during a power failure, to perform safe work functions.

**IN WITNESS AND TESTIMONY** of the provisions and terms mutually agreed upon and specified herein, the duly authorized Officers and/or Representatives of both Parties hereby affix their signatures.

**ECCO HEATING PRODUCTS LTD.**  
and **ECCO Manufacturing a Division**  
**of ECCO Heating Products Ltd.**

Name of Company

**LOCAL UNION NO. 280, S.M.W.I.A.**

Name of Union

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

**PARTY OF THE FIRST PART**

**PARTY OF THE SECOND PART**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Seal

Seal

**SCHEDULE "A"**

Wage Rates (R.R.S.P. included)

<b><u>CATEGORY</u></b>	<b><u>JUNE 1, 2006</u></b>	<b><u>JUNE 1, 2007</u></b>	<b><u>JUNE 1, 2008</u></b>
PW6 .....	11.93.....	12.29.....	12.65
PW5 .....	13.16.....	13.55.....	13.95
PW4 .....	14.23.....	14.65.....	15.09
PW3 .....	14.93.....	15.37.....	15.83
PW2 .....	16.56.....	17.05.....	17.56
PW1 .....	20.46.....	21.07.....	21.70
Lead Hand .....	23.87.....	24.58.....	25.32
Special Equipment Operator.....	24.65.....	25.39.....	26.15
Team Leader .....	25.40.....	26.16.....	26.94
Foreman .....	26.77.....	27.56.....	28.39
Machinist.....	29.08.....	29.95.....	30.84

The base rate for all employees hired before June 1, 2000 will be the lead hand rate.

**Spiral Machine Operator**

- to receive special equipment operator rate for all production of Spiral Pipes.
- When employed for British Columbia HVAC products the rate and conditions of the Standard Sheet Metal Agreement shall be paid. This rate will be paid to one operator only that is operating the machine - not the helper.
- Hours submitted to Pension Fund for Operators will be divided equally between both operators if main operator has a helper.

**Pay Days Weekly.**

Payday shall be each Thursday except for reasons beyond the control of the Company. All pay will be deposited using Direct Deposit to each employee's bank account.

## **SCHEDULE "B"**

### **Classification Definition**

- 1) In that section of the Schedule ranging from Production Worker 6 up to Production Worker 4 inclusive, employees shall automatically receive wage increases as per Schedule "B" every nine hundred and sixty (960) working hours. From Production Worker 3 up to Production Worker 1 (inclusive), they shall automatically receive wage increases as per Schedule "B" every one thousand four hundred and forty (1,440) working hours until the maximum is reached.
- 2) During an employee's term in any category if he/she is proven to be incapable of meeting production standard for quality, quantity and general workmanship, the Company, after consultation with the Shop Committee may have the right to reduce the employee to a lower category. If any employee continues to prove themselves incapable of meeting production standard for quality, quantity and general workmanship, then again after consultation with the Shop Committee, the Company may use disciplinary actions as outlined in this Agreement.
- 3) The Company retains the right to advance an employee beyond the limits of his/her time category.
- 4) Working Hours = Actual hours worked (including overtime, vacation and holidays). Does not include sick time, W.C.B. time lost, or leave of absence.  
*Note:* Overtime, one (1) hour = one (1) hour.

### 5) **Production Workers**

#### **Accountability**

Reports directly to the Foreman of the department that they are presently working in.

#### **Production Worker 6**

- (a) 0 - 960 working hours experience.
- (b) Required to operate on machine or assembly job.
- (c) To produce to Company quality standards.

#### **Production Worker 5**

- (a) 961 - 1921 working hours experience.
- (b) Required to operate on machine or assembly job.
- (c) To produce to the Company quality, quantity and general workmanship standards.

**SCHEDULE "B" - Continued****Classification Definition****Production Worker 4**

- (a) 1922 - 2882 working hours experience.
- (b) Required to operate on machine or assembly jobs.
- (c) Able to set up machines and tooling under minimum supervision.
- (d) To produce to Company quality, quantity and general workmanship standards.

**Production Worker 3**

- (a) 2883 - 4323 working hours experience.
- (b) Required to operate on machine or assembly job.
- (c) Able to set up machines and tooling.
- (d) To produce to Company quality, quantity and general workmanship standards.

**Production Worker 2**

- (a) 4324 - 5764 working hours experience.
- (b) Required to operate on machine or assembly job.
- (c) Able to set up machines and tooling.
- (d) To produce to Company quality, quantity and general workmanship standards.

**Production Worker 1**

- (a) 5765 working hours experience and up.
- (b) Required to operate on machine or assembly job.
- (c) Able to set up machines and tooling.
- (d) To produce to Company quality, quantity and general workmanship standards.

6) **GM Helper**

- (a) GM Helper is an employee, assigned from any Department, to assist a special equipment operator in the GM Department.
- (b) GM Helper will be paid the Production Worker 1 rate *plus \$0.50 per hour*. In no instance shall an employee be reduced in their existing rate, i.e.: Lead Hand, Team Leader or Foreman.

7) **Lead Hand**

Is an employee who is able and willing to instruct others in the performance of their work, or who, because of skill and ability or the nature of the work, is so recognized by the Company.

**SCHEDULE "B" - Continued****Classification Definition**8) **Shipper/Receiver**

There shall be one Shipper/Receiver Foreman in the Langley Plant and in the Burnaby Sales Branch.

Management reserves the right to train Shipper/Receiver, which includes training in the use of all Shipping/Receiving equipment (hands on training).

**Duties**

- (a) Reports directly to the Shipping Foreman.
- (b) Must be able to pull and load trailer orders accurately and safely.
- (c) Responsible for placement of product into designated storage areas as requested by the Foreman.
- (d) Must be able to receive goods as per "Receiving Procedures" if required.
- (e) Must be able to perform basic mathematical calculations.
- (f) Must be able to work under minimum supervision.
- (g) Must be able to lift heavy objects as required (within reason).
- (h) Must follow safe work procedures during shipping and receiving of materials.
- (i) Responsible to drive safely and observe all W.C.B. regulations for forklift operators.
- (j) Responsible for general maintenance and cleanliness in the warehouse.
- (k) Ensure trailers are properly blocked before loading/unloading.
- (l) Ensure cleanliness of forklift.
- (m) Cycle counts as requested.
- (n) Other duties as assigned.

Shipper/Receiver wages shall be based on the Production Worker 1 to 6 categories and shall receive the automatic progression rates on length of service. Definitions of Production Workers 1 to 6 shall not be applicable.

**Burnaby****Motor Mounting**

Duties will be assigned to any employee in the shipping department at the discretion of Management. Management will direct the work to be performed.

Motor mounting position to be paid special equipment operator rate

- (a) Responsible for modifying commercial/industrial fans, for maintaining and restocking fan and furnace parts and for returning fan division warranty parts.
- (b) Insulate fans as required.
- (c) Checks all incoming shipments for job file fans
- (d) Locate file, notifies salesperson
- (e) Documents and invoices all parts installed and removed

**SCHEDULE "B" - Continued****Classification Definition****Motor Mounting- continued**

- (f) Ensures fans and accessories are shipped or ready for pick-up when customer specifies
- (g) Select proper drives and motors for fans performance as stated on shop drawings
- (h) Keep parts room and motor mounting area restocked, clean and organized
- (i) Check stock to avoid backorders and advise sales person and purchasing agent when stock is low
- (j) Receive and tag fan division warranty parts
- (k) Locate original debit and credit invoices
- (l) Document and arrange the return of warranty parts to manufacturer
- (m) Shipping/receiving duties within the shipping department

The Company and the Union agree that all work outside the regular workday/week can be done by sales personnel or as directed by Management. Jobsite work to be done at the discretion of the Company by Management or Sales personnel.

9) **Motor Mounter Trainee**

*- This shall be a posted position and the successful applicant will be assigned by Management to be trained by any existing Motor Mounter.*

*- He/she must work as a trainee for 360 hours at the PW1 rate before the Special Equipment operator rate is paid.*

*- In no instance shall an employee be reduced in pay below their existing rate, i.e. Team Leader, Foreman.*

*- The Motor Mounter rate will be paid only when working as a Motor Mounter, otherwise the regular rate from the previous wage category worked will be paid.*

10) **Special Equipment Trainee Operator**

*- Must work 360 hours at PW 1 rate before Special Equipment Operator rate will be paid.*

*- To be trained as a Special Equipment Operator with duties as stipulated.*

*- To be trained by any existing Special Equipment Operators as assigned by Management.*

11) **Special Equipment Operator**

(a) An employee who has trained and is competent to operate special equipment. They shall also receive Special Equipment Operators rate on whatever job they are involved within the plant.

(b) Employees transferred into the GM Department through job opportunity, after June 1, 2000 shall receive the wages and conditions of the department only while they are working in the department and shall not be entitled to the terms of Schedule "B" Part 11(A), but shall have the same duties.

**SCHEDULE "B" - Continued****Classification Definition****Special Equipment Operator-continued**

- (c) If those employees are transferred to another Department due to production demands, they shall be paid at the production worker wages they are entitled to (level 6-1) while working in those Departments. They shall retain their GM operator status and no other employee will work in the GM department unless all named operators are working in the Department.

**Duties**

- (a) Reports directly to the Production Management.
- (b) To accurately set up machines.
- (c) To perform daily lubrication and routine maintenance functions on machines.
- (d) Check and double check work orders for accuracy.
- (e) Maintain that materials are properly and safely stored/stacked and strapped on pallets. (Do not overload skids).
- (f) Ensure scrap is properly removed from work area.
- (g) Ensure that all safety equipment (safety guards) are in place before operating equipment.
- (h) Train other employees to operate equipment, as requested by Management.
- (i) Prepare coil slips and daily production slips and check for accuracy before forwarding to Production Management.
- (j) Make regular inspection of machinery to identify and remove any unsafe condition that may arise.
- (k) Ensure work areas are kept clean and clear.
- (l) Observe proper safety procedures when operating equipment.
- (m) Endeavour to upgrade operational skill and methods of production.
- (n) Continually check the quality of product being produced, i.e. cut sizes of blanks, finish product sizes, etc.
- (o) Properly label products being produced or blanks being sheared.
- (p) Will be required to work on any special equipment as requested by Management.
- (q) Follow proper procedures for machinery breakdown.
- (r) Set a good example.
- (s) Other duties as requested by Management, throughout the plant.

12) **Special Equipment Operator (Coil Handler)****Duties**

- (a) Reports directly to the Production Management/Raw Material Inventory Controller.
- (b) Receiving of all steel coils and proper storage in the coil storage area (properly blocked for safety).
- (c) Tag all coils properly if put back into storage.

**SCHEDULE "B" - Continued****Classification Definition****Special Equipment Operator (Coil Handler) -continued**

- (d) Ensures rotation of stock.
- (e) Inventory cycle counts when required by Management.
- (f) Cleanliness of cold storage, truck isle, spiral coils, around punch line area.
- (g) Shipping of coils to outside locations.
- (h) Other duties required in the plant area as requested by Management.
- (i) Overall safety of the cold storage, truck isle, spiral coil area, punch line coils.

**Key Points**

- (a) Ensuring coils are properly blocked for safety. At the beginning of each shift the operator must check all chalked coils to see if they are blocked safely.
- (b) No employee shall operate the crane unless they have been properly trained.
- (c) Never leave coil cradle suspended in the air while not in use.
- (d) No suspended coils shall be left unattended by an operator.
- (e) No workers shall stand or pass beneath a coil suspended or in motion.
- (f) No blind spots should be created when operating a crane, e.g. lift coil above eye level when in motion.
- (g) Avoid putting yourself in danger by being in between a solid object and the operation of the moving crane.
- (h) Violation of these key points may result in disciplinary action.

13) **Production Foreman and/or Team Leader****Accountability**

Reports directly to the Production Management.

**Scope of Responsibility**

To plan, organize and control production within the department. To ensure that all production employees within the department are trained in the proper work procedures to obtain optimal output. The Foreman shall retain his present rate whatever job they are involved within the plant.

**Subordinates**

Production employees within the department.

**Duties**

- (a) General supervision of department operations.
- (b) Promote and encourage good communication within the department, which would include discussions with individual employees on their performance in the department, provide feedback and listen or forward suggestion to Management.
- (c) Assign employees to work areas and job functions in the department, this may include assigning experienced employees to assist in training new employees.
- (d) Request material requirements to meet production demands, e.g., blank stocks, gloves, rivets and safety equipment.

**SCHEDULE "B" - Continued****Classification Definition****Production Foreman and/or Team Leader- continued**

- (e) Prepare work orders as required.
- (f) Prepare work for overtime as required.
- (g) Request if additional employees are needed to meet production requirements.
- (h) Ensure that each worker is adequately trained in the safe performance of their duties, so that they may produce to Company quality and production standards.
- (i) Set up and maintain a good housekeeping program.
- (j) Make regular inspections of the department to identify and remove any unsafe condition that may arise.
- (k) The Foreman shall have the final decision on the quality and quantity of the products produced within his/her department.
- (l) Prepare daily production slips and check for accuracy before forwarding to the office.
- (m) Enforce safety regulations.
- (n) Indoctrination of new employees.
- (o) Report and investigate all accidents or incidents within the department in co-ordination with Safety Co-ordinator.
- (p) Ensure that all equipment and facilities are properly maintained. (If equipment needs servicing, contact machine shop personnel).
- (q) Instill safety awareness in workers.
- (r) Instruct new employees on safety procedures.
- (s) Follow up on safety recommendations.
- (t) Check employee time cards before forwarding to Management, to ensure that they have been completed properly.
- (u) Periodically check production times on work orders, to see if consistent with Company production standards.
- (v) Be willing to review work methods or procedures in the department, to seek more efficient ways of doing things.
- (w) Ensure that all finished/unfinished materials have been properly strapped or secured before being moved from the department.
- (x) Attend meetings as required.
- (y) Produce products within the department.
- (z) Set a good example.

14) **Shipping/Receiving Department Foreman and/or Team Leader - Langley Plant**  
**Accountability**

Reports directly to the Distribution Manager or his/her assistant.

**Scope of Responsibility**

To plan, organize and control shipping and receiving operations. Ensures that all employees are trained in proper work procedures to obtain optimal output.

**Subordinates**

Shippers and Receivers in the department.

**SCHEDULE "B" - Continued****Classification Definition****Shipping/Receiving Department Foreman and/or Team Leader - Langley Plant-continued****Duties**

- (a) General supervision of department operations.
- (b) Promote and encourage good communication within the department which would include discussions with individual employees on their performance in the department, provide feedback and listen or forward any suggestions to Management.
- (c) Assign employees to work areas and job functions in the department. This may include assigning experienced employees to assist in training new employees.
- (d) Sets up and maintains a good housekeeping program.
- (e) Ensures safety and cleanliness of the warehouse and receiving areas.
- (f) Make regular inspections of the warehouse to identify and remove any unsafe condition that may arise.
- (g) Enforce safety regulations, instill safety awareness in employees.
- (h) Indoctrination of new employees.
- (i) Report and investigate all accidents or incidents in the department in co-ordination with the Safety Co-ordinator.
- (j) Ensures that all equipment and facilities are properly maintained. (If equipment needs servicing, contact machine shop personnel).
- (k) Instruct new employees on proper work and safety procedures.
- (l) Follow up on safety recommendations.
- (m) Check employee time cards before forwarding to Management to ensure that they have been completed properly.
- (n) Be willing to review work methods or procedures, to seek more efficient ways of doing things.
- (o) Attend meetings as required.
- (p) Ensures a sufficient supply of trailers are on hand.
- (q) Calls trucking companies for pick-up and deliveries.
- (r) Supervision of forklifts, ensures forklifts are plugged into chargers at the end of the last shift.
- (s) Reports forklift breakdown and repairs to the machine shop.
- (t) Phones LTL's trucking companies for special pick-up.
- (u) Ships products and load trailers as time permits.
- (v) Set a good example.
- (w) Afternoon shift lock-up shall be paid at flat rates (fifteen [15] minutes allowance).

**SCHEDULE "B" - Continued**15) **Shipping/Receiving Department Foreman - Burnaby Branch****Accountability**

Reports to the Operations Manager.

**Scope of Responsibility**

To plan, organize and control shipping and receiving operations. Ensure that all employees are trained in proper work procedures to obtain optimal output.

**Subordinates**

Shipping/Receiving employees.

**Duties**

- (a) Promote and encourage good communications within the department, which would include discussion with individual employees on their performance in the department, provide feedback and listen to or forward any suggestions to Management.
- (b) Deals with customers in a friendly and businesslike manner.
- (c) Assigns employees to work areas and job functions.
- (d) Make sure orders are marshaled and ready for customer pick-up.
- (e) Make sure courier shipments are shipped within twenty-four (24) hours.
- (f) Make sure out-of town shipments are handled as expediently as possible.
- (g) Co-ordinates Branch shipments with Langley Plant to arrive for trailer loading.
- (h) Sets up and maintains a good housekeeping program.
- (i) Ensure safety and cleanliness of the warehouse and receiving areas.
- (j) Makes regular inspections of the warehouse to identify and remove any unsafe conditions that may arise. Enforce safety regulations, instill safety awareness in employees.
- (k) Indoctrination of new employees.
- (l) Report and investigate all accidents or incidents in the department in co-operation with his Supervisor.
- (m) Ensures that all equipment and facilities are properly maintained. Contact Operations Manager.
- (n) Advises Purchasing Agent of low stock levels before stock is completely depleted.
- (o) Instruct new employees on proper work and safety procedures.
- (p) Follow up on safety recommendations.
- (q) Check employee time cards before forwarding to payroll for processing, to ensure that they have been completed properly.
- (r) Be willing to review work methods or procedures, to seek more efficient ways of doing things.
- (s) Attend meetings as required.
- (t) General supervision of proper loading and receiving procedures.
- (u) Make out Bills of Lading for ship-outs.
- (v) Calls to trucking companies for pick-up and deliveries.
- (w) Makes sure that lights are out and premises are secured before leaving in the shipping area.
- (x) Report forklift breakdowns and repairs.

**SCHEDULE "B" - Continued**15) **Shipping/Receiving Department Foreman - Burnaby Branch****Duties - continued**

- (y) Phones LTL's to trucking companies for special pick-up.  
Ships products.  
Sets a good example.

16) **Team Leader**

- (a) The Team Leader will be trained by the Foreman and take an active role in assisting the Foreman with the operations of the department.
- (b) A Team Leader shall take over the responsibilities of the Foreman as stated in Schedule "B" when the Foreman is sick, on holidays or absent from the department. The person who shall assume the responsibilities of the Foreman shall not be paid Foreman rate.
- (c) An employee with greater plant seniority transferring to a department through job opportunities cannot bump a Team Leader who may have less Plant seniority.

**Duties:**

- (a) A Team Leader can, at any time, rescind his position by giving written notice to Management and a copy forwarded to the Shop Steward. They shall return to a Production Worker category and pay rate. The category of Team Leader shall be posted as a job opportunity.
- (b) When there is an afternoon or graveyard shift in effect, the permanent Team Leader shall assume the responsibility of Foreman on the afternoon or graveyard shift, and a temporary Team Leader shall be named by Management based on seniority, skill, ability and attendance. The permanent Team Leader who took over the responsibilities of the Foreman of this other shift shall be paid Foreman rate. The permanent Team Leader and the temporary Team Leader shall rotate shifts as per Article 9 Section 9.04 Paragraph (g). The Foreman shall have the opportunity to request to rotate with the permanent Team Leader and shall receive Team Leader rate on afternoon or graveyard shifts and the Team Leader will receive Foreman rate only on day shift.

When the afternoon or graveyard shift is not in effect, then all employees shall return to the original status as they were before shifts began. Should there be a resumption of the shifts again, the already permanent Team Leaders shall assume their previous responsibilities.

**SCHEDULE "B" - Continued**17) **General Manufacturing Department**

All employees belonging to the General Manufacturing Department will be trained to operate special equipment as required and will be assigned to operate such by the Production Management. They may also be assigned to work in other departments from time to time depending on production demand. No Foreman is required for this department. This is an open department. Management has the right to assign any employee from any department within the plant to work in the department if the need arises.

18) **Special Equipment**

Bomag Shear, 40 Ton Rousselle Press, Flat Oval Machine, Commercial Duct line, #1 10 ft. Pipeline, #1 Spiral Machine, #2 Spiral Machine, #3 Spiral Machine, EMAG Shear, ECCODUCT Boom.

19) **Production Forklift Operator**  
**Duties**

- (a) Reports directly to the Production Management.
- (b) Responsible for upkeep of stored blanks within the plant manufacturing areas.
- (c) Responsible for prompt delivery of materials to the departments and/or machines as requested by Operators and Department Foremen.
- (d) Responsible to ensure that all materials have been properly strapped or secured before being moved and also assist in strapping materials whenever time permits.
- (e) Responsible for prompt removal of material from Shears, Pipeline, Duct line, Production Departments, etc. and placement of finished product in warehouse storage racking.
- (f) Responsible for safe removal of skids and scrap material from workstations to the proper bins and locations in the yard.
- (g) Must drive safely and abide by W.C.B. regulations for forklift operators.
- (h) Other job functions as requested by Production Management.
- (i) Pay Rate - Production Worker 6 through lead hand category.

20) **Forklift Drivers**

Program will be set up to train all employees required to operate a forklift. Employees will be required to take and pass the training course as provided by the Company

21) **Receiver/Warehouseperson****Accountability**

Directly responsible to the Distribution Manager.

Pay rate: Production Worker 6 to lead hand category.

**SCHEDULE "B" - Continued****Scope of Responsibility****Warehouse:**

- (a) Responsible for placement of all manufactured product into designated storage areas.
- (b) Responsible for cleanliness and upkeep of the warehouse.
- (c) Cycle counts on various stock items.
- (d) Follow safe work procedures.
- (e) Other duties as assigned by Management.

**Receiving:**

- (a) Responsible for receiving all manufacturing products, machine shop supplies, Seig's, resale products, office & printing supplies and the distribution of same product to their proper storage locations according to ECCO Manufacturing receiving procedures.
- (b) Responsible for receiving all products from outside and inside suppliers and co-ordinating the shipping of these products by communicating with the Shipping Foreman to ensure product is shipped.
- (c) Responsible for all paperwork to be distributed to appropriate personnel.
- (d) Other duties as assigned.

22) **Machinist/Maintenance Operators**

- (a) To have own Shop Steward, appointed by the Union Business Manager if deemed necessary.
- (b) To have separate seniority list from original starting date with the Company.
- (c) Flexible hours starting at 6:00 a.m. on day shift and 3:30 p.m. on afternoon shift. (As agreed between the Company and the Union).
- (d) One Engineering Consultant (not in Union) able to do engineering design and build special tooling.
- (e) The Company has sole hiring authority for machinist/maintenance personnel who must become Union Members as per Article 22A.
- (f) With reference to Article 24 - Job Opportunity does not apply to this department.
- (g) Engineering and Machine Shop Foreman is to be appointed by the Company (seniority clause does not apply). Pay Rate = Base plus one dollar (\$1.00) per hour.
- (h) Coverall supplied and maintained by the Company.
- (i) Vacation time's flexible in blocks of one or more days at a time.

**SCHEDULE "D"****Plant Description, "Production" Articles or Services**

The Production Shop of the Employer is engaged in the manufacture and fabrication of production items for resale as listed below. Also, the custom power shearing punching and braking of metal items not directly related to the sheet metal trade of the building and construction industry.

Residential: Heating Fittings  
Pipe  
Duct  
Plenums  
Sound Metal panels  
Air Silencers  
Residential Spiral Pipe  
Flat oval Duct  
Type B Gas Vents  
Louvres  
Volume Dampers  
Air Diffusers  
Registeres  
Grilles  
Fire Dampers  
Mixing Boxes  
Access panels  
Ecco Slab Duct and Accessories  
Post Tensioning Products and Accessories

**SCHEDULE "E"**

**LETTER OF UNDERSTANDING**

**Between:** Ecco Heating Products Ltd.

**And:** Sheet Metal Workers' International Association,  
Local Union No. 280

The Sheet Metal Workers' Local Union No. 280 and Ecco Heating Products Ltd., agree to the addition of the following items to the List of Products in the Collective Agreement dated June 1, 2000. All flashings listed shall be made of galvanized or painted metal. Any Commercial Flashings manufactured for jobs in the Greater Vancouver Area required to be 27 gauge or heavier shall be made under the terms of the Standard Agreement by the appropriate members of Local No. 280 after having first notified the Union of the type of work and job requirements (excluding Built Up Roof Vents).

This Letter of Understanding has been renewed and will expire on May 31, 2009 unless both parties agree to meet and negotiate any extensions to its duration.

The agreed products are as shown:

- |                                       |                            |
|---------------------------------------|----------------------------|
| Angle Flashing                        | Sundeck Flashing           |
| Backpan Flashing                      | General Tile Flashings     |
| Brick Flashing                        | Tile Channel Flashing      |
| Built Up Roof Cap Flashing            | Tile Rake Channel Flashing |
| Built In Gutter Cap Flashing          | Tile Starter Flashing      |
| Built Up Roof Vents                   | Tile Step Flashing         |
| Drip Edge Flashing                    | Tile Valley Flashing       |
| Gravel Stop                           | Tile Wall Flashing         |
| Skylight Back Flashing                | Valley Flashing            |
| Skylight Counter Flashing             | Wall Flashing              |
| Skylight Front Flashing Step Flashing | Window Flashing (Safety)   |

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.*

**Ecco Heating Products Ltd.**

**Sheet Metal Workers' International  
Association, Local Union No. 280**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

**SCHEDULE "G"**

The Company and the Union agree to the following as terms of the June 1, 1997 contract, which shall be considered Grandfather Clauses.

(a) Vacations:

The attached list identifies those employees that are entitled to:

- four (4) weeks vacation after five (5) years service with the Company (at 8.4% of Gross Earnings).
- five (5) weeks vacation after ten (10) years of service with the Company (at 10.7% of Gross Earnings).

Should any of these employees lose seniority retention they will not be entitled to such.

(b) Retiring:

The attached list identifies those employees who are entitled (after eighteen (18) years of service [seniority]) to maximum of eight (8) weeks severance pay.

Should any of these employees lose seniority retention they shall not be entitled to such.

**SCHEDULE "G" - Continued****SENIORITY LIST IN LANGLEY PLANT****Date Revised: November 20, 2006**

<b>EMPLOYEES HIRED BEFORE JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>	<b>EMPLOYEES HIRED AFTER JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>
1) ALEXANDER, Gary	31-Aug-73	24) <span style="border: 1px solid black; padding: 2px;">KLEIN, Justin</span>	02-Mar-01
2) SINGH, Prahlad	12-Jul-74	25) <span style="border: 1px solid black; padding: 2px;">WRISTEN, James</span>	16-Apr-01
3) KANG, Gurmail	12-Jul-74	26) <span style="border: 1px solid black; padding: 2px;">FENSKI, Chris</span>	25-Jun-01
4) WRISTEN, Frank	26-Aug-74	27) <span style="border: 1px solid black; padding: 2px;">SHARMA, Amit</span>	23-Jan-02
5) BAXTER, Dave	20-May-75	28) <span style="border: 1px solid black; padding: 2px;">SHIELDS, Dennis</span>	15-July-02
6) KLEIN, Terry	18-Aug-75	29) <span style="border: 1px solid black; padding: 2px;">DUBIE, Lucas</span>	06-Aug-02
7) ALEXANDER, Larry	26-Feb-76	30) <span style="border: 1px solid black; padding: 2px;">DIGGENS, Kenton</span>	14-Aug-02
8) DERKSEN, Herb	11-Jun-76	31) <span style="border: 1px solid black; padding: 2px;">LALLI, Harnek</span>	16-Aug-02
9) NAIR, Nadraj	25-Jun-76	32) <span style="border: 1px solid black; padding: 2px;">HARTWELL, Mike</span>	19-Aug-02
10) LEE, Jong	18-Aug-76	33) <span style="border: 1px solid black; padding: 2px;">DUCUSIN, Angelo</span>	09-Sep-02
11) KELEMEN, Attila	24-Nov-77	34) <span style="border: 1px solid black; padding: 2px;">LABISTE, Danilo</span>	06-Nov-02
12) TAI SON, Young	12-Mar-78	35) <span style="border: 1px solid black; padding: 2px;">BROYLES, William</span>	28-Apr-03
13) SCHOFIELD, Bill	06-Apr-78	36) <span style="border: 1px solid black; padding: 2px;">UTAS, Colby</span>	03-Jul-03
14) GIROUARD, Robin	12-Mar-79	37) <span style="border: 1px solid black; padding: 2px;">RABBY, Dustin</span>	04-Oct-05
15) KISUN, Roy	14-Mar-79	38) <span style="border: 1px solid black; padding: 2px;">CHISHOLM, Ashley</span>	21-Nov-05
16) DAHLSEIDE, Martin	09-May-83	39) <span style="border: 1px solid black; padding: 2px;">WILLIAMS, Dan</span>	22-Nov-05
17) VOTH, Rene	23-Apr-84	40) <span style="border: 1px solid black; padding: 2px;">AKMENS, Aleks</span>	23-Jan-06
18) KANG, Manjeet	13-May-85	41) <span style="border: 1px solid black; padding: 2px;">BOYCE, Chris</span>	27-Jun-06
19) BLEEKER, Bruce	17-Jun-85	42) <span style="border: 1px solid black; padding: 2px;">NORDLI, Dale</span>	28-Jun-06
20) SAMRA, Surinder	05-Sep-85	43) <span style="border: 1px solid black; padding: 2px;">MAYNES, Kevin</span>	29-Jun-06
21) DIGGENS, Rick	28-Oct-85	44) <span style="border: 1px solid black; padding: 2px;">MCLEAN, Matthew</span>	07-Sep-06
22) SAMRA, Bhupinder	06-Jun-88	45) <span style="border: 1px solid black; padding: 2px;">REGAN, Erin</span>	08-Sep-06
23) <span style="border: 1px solid black; padding: 2px;">SARBJIT, Kang</span>	21-Jun-99		

**Note:** Employees shown in a box are not eligible for the conditions in Schedule "G" however, employees shown in shadow box are eligible for vacations as in Article 11, Section 11.02.

**SENIORITY LIST – MACHINE SHOP - LANGLEY PLANT****Date Revised: June 1, 2006**

<b>EMPLOYEES HIRED BEFORE JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>	<b>EMPLOYEES HIRED AFTER JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>
1) BOUBERL, Tony	17-Nov-75	7) LYNDON, Donald	04-Jun-01
2) VAN OVERSHOT, Peter	21-Jun-76	8) <span style="border: 1px solid black;">MACDONALD, Lee</span>	09-May-05
3) STOEN, Richard	16-Mar-92	9) <span style="border: 1px solid black;">WILLIAMSON, David</span>	06-Sep-05
4) JARVIS, Sean	14-Mar-94	10) <span style="border: 1px solid black;">HOLMES, Jody</span>	13-Mar-06
5) <span style="border: 1px solid black;">BOLGER, Glen</span>	10 -May-99		
6) <span style="border: 1px solid black;">MENDONCA, Tony</span>	14 -Mar-00		

**Note:** Employees shown in a box are not eligible for the conditions in Schedule “G” however, employees shown in shadow box are eligible for vacations as in Article 11, Section 11.02.

**SENIORITY LIST – BURNABY & FRASER VALLEY BRANCHES****Date Revised: November 20, 2006**

<b>EMPLOYEES HIRED BEFORE JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>	<b>EMPLOYEES HIRED AFTER JUNE 1<sup>ST</sup>, 2000</b>	<b>START DATE</b>
1) STOLL, Karl	05-Jul-79	9) <input type="text" value="OBEN, Brad"/>	07-May-01
2) McLAVERTY, Gerald	07-Aug-90	10) <input type="text" value="WOOD, Richard"/>	16-Sep-02
3) DeROCHE, Mark	16-Sep-91	11) <input type="text" value="VALENCIANO, Luis"/>	14-Aug-03
4) SINGH, Vijay	16-Sep-91	12) <input type="text" value="SOUTH, Michael"/>	13-Oct-03
5) EASTE, Richard	14-Feb-92	13) <input type="text" value="BLACK, Robert"/>	7-Feb-06
6) FISHER, Martin	18-Jan-93	14) <input type="text" value="ROBERTS, Marvin"/>	16-Jun-06
7) COOMBS, Dave	03-Nov-98	15) <input type="text" value="LAMBERT, John"/>	6-Nov-06
8) WILLIAMS, Russell	14-Apr-99		

**Note: Employees shown in a box are not eligible for the conditions in Schedule “G”**

**LETTER OF UNDERSTANDING**

**Between:                    ECCO HEATING PRODUCTS LTD.**

**And:                         SHEET METAL WORKERS INTERNATIONAL ASSOCIATION  
LOCAL UNION No. 280**

The SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL UNION NO. 280 and ECCO HEATING PRODUCTS LTD. agree to the appointment by ECCO management of a “GM Department Team Leader (afternoon and/or graveyard shift only) (job description attached) on a trial basis to expire March 31, 2007, unless both parties agree to meet and negotiate any extensions to the duration.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ECCO Heating Products Ltd.

Sheet Metal Workers International  
Association Local Union No. 280

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

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Signature

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Signature

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Name & Title

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Name & Title

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# **LETTER OF UNDERSTANDING**

## **G.M. DEPARTMENT TEAM LEADER**

(Afternoon and Graveyard Shifts only)

**Between:** Ecco Heating Products Ltd.

**And:** Sheet Metal Workers' International Association,  
Local Union No. 280

### **Definition**

G.M. Team Leader will be a Langley Plant G.M. employee with the most seniority, provided they have the skill, ability and attendance. May be required to rotate shifts as deemed necessary by management.

### **Accountability**

Reports directly to Management.

### **Scope of Responsibility**

To assist Management in general supervision of Afternoon and Graveyard Shift Department operations.

### **Subordinates**

All employees working in General Manufacturing.

### **Duties**

- To be the main contact person with Management if an emergency or production problem arises within the plant.
- Must hold a Level 1 First Aid Ticket and be willing to attend to an injured employee.
- General supervision of department operations.
- Promote and encourage good communication within the department, which would include discussions with individual employees on their performance in the department, provide feedback and listen or forward suggestion to Management.
- Assign employees to work areas and job functions in the department, this may include assigning experienced employees to assist in training new employees.
- Request material requirements to meet production demands.
- Ensure that each worker is adequately trained in the safe performance of their duties, so that they may produce to Company quality and production standards.

- Prepare daily production slips and check for accuracy before forwarding to the office.
- Enforce safety regulations.
- Report and investigate all accidents or incidents within the department in co-ordination with the Safety Co-ordinator.
- Afternoon Shift Lock-up as per company procedures.
- Ensure that all equipment and facilities are properly maintained. (If equipment needs servicing, contact management or machine shop personnel.)
- Follow up on safety recommendations.
- Periodically check production times on work orders, to see if consistent with Company production standards.
- Be willing to review work methods or procedures in the department, to seek more efficient ways of doing things.
- Ensure that all finished/unfinished materials have been properly strapped or secured before being moved from the department.
- Attend meetings as required.
- Produce products within the department.
- Set a good example.

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