

COLLECTIVE AGREEMENT

BETWEEN

TELEFLEX CANADA INC.

AND

**UNITED STEELWORKERS, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 2952**

Errors and Omissions Excepted
cope-343

INDEX BY ARTICLE

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of Agreement	2
2	Recognition and Scope	2
3	Relationship	3
4	Management	3
5	Union Security	3
6	Union Representation	4
7	Hours of Work and Overtime	6
8	Reporting Allowance	8
9	Call-In-Pay	8
10	Bereavement Leave	8
11	Wages	9
12	Pensions and RRSP	9
13	Severance Pay	10
14	Plant Holidays	10
15	Vacation	11
16	Leave of Absence	14
17	Jury and Witness Duty	15
18	Seniority	15
19	Discharge and Disciplinary Action	19
20	Grievance Procedure	20
21	Arbitration	22
22	Injured Employees	22
23	Insurance	23
24	Safe Return to Work	27
25	Health, Safety and Environment	27
26	Bulletin Boards	29
27	Education	29
28	Technological Change	30
29	Contracting Out	30
30	Union – Management Committee	30
31	Negotiating Committee	31
32	Humanity Fund	31
33	Duration of Agreement	32
Schedule “A”	Hourly Job Classification and Pay Rate	33
Schedule “B”	Salaried Job Classification and Pay Rate	39
Memorandum of Understanding #1	Education Eligibility	43
Memorandum of Understanding #2	Harassment Policy	46
Memorandum of Understanding #3	Job Evaluation Committee	48

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to set forth and establish an amicable method of settling any differences, which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Teleflex Canada Inc. employees at 3971, 3819 and 3831 No. 6 Road, Richmond, B.C., as described in the certification issued by the Labour Relations Board.
- (b) Nothing in this provision would restrict the Union from pursuing an application for successorship through the B.C. Labour Relations Board nor from responding, through the appropriate certification process, to a request from the employees of a tenant, sub-tenant or co-tenant for representation.
- 2.02 The Employer recognizes that duly appointed Representatives of the United Steel Workers, Local 2952, are authorized to act on behalf of the Union for the purpose of monitoring, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.03 Employees who are not members of the bargaining unit shall not perform work on any jobs that are included in the bargaining unit except in cases of instruction, the introduction of new machinery, product launches or emergency when regular employees are not available.
- 2.04 When conflicting requests or instructions are given to employees, the employee shall accept the instruction and direction from the most immediate supervisor readily available on site, this may be a leader.
- 2.05 In the event the Employer's present operations, covered by the bargaining certification, are moved to another location within BC, regardless of whether it is within or outside the boundaries of the City of Richmond, this Agreement shall be extended to cover such locations without the necessity of the Union applying to vary its certification order.
- 2.06 There shall be no revision, amendment or alteration to any of the terms and provisions of this Agreement except by mutual agreement in writing.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and Union are committed to maintaining a work environment which guarantees all employees the right to freedom from discrimination and harassment in the workplace.
- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any employee by reason of their membership and/or participation in the Union's activities.
- 3.03 Within the first five (5) working days, the Employer shall allow 30 minutes for orientation of new employees by a Union Steward or Unit President. Provision shall be made for an additional Union Member to be a translator, if requested by the new employee.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the Employer as the exclusive authority, to decide upon and manage all business aspects of the enterprise; choose the products and their components to be manufactured or repaired, establish or modify work schedules; establish quality standards; assemble, assign and direct its workforce; and expand or curtail its business, provided that such actions are consistent with the purpose and terms of this Agreement.

ARTICLE 5 - UNION SECURITY PROVISIONS

5.01 Membership

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) Authorize the Employer in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office at the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) Become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

- (c) Complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 5.01 (a).

5.02 Check-Off: Process and Procedures

- (a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Employer of any changes in Union dues, fees or other amounts that the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- (c) The dues deducted shall be made payable and remitted to the Union at the following address, by the fifteenth (15th) of the month following the month to which the deductions apply. The Union shall provide the Employer with the address to which the remittances are to be forwarded.
- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, e.g. Worksafe B.C., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be mailed or emailed to an address provided by the Union.
- (f) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to elect, appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.

- 6.02 The Employer agrees to recognize one (1) Union Steward for a maximum of each thirty (30) employees. The Union will make every effort to have appropriate union representation on each shift.
- 6.03 The Employer shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 6.04 The Local President and Unit President (or his/her designate) have the right to attend all joint union/management committee(s) meetings.
- 6.05 The Employer agrees to recognize and deal with the Union Committee plus the Unit President in respect of collective agreement issues.
- 6.06 (a) The Unit President and his/her designate or Shop Stewards will seek the permission of their immediate supervisor or manager before leaving their work station to conduct legitimate union business. Permission shall not be unreasonably withheld.
- (b) "Legitimate union business" shall mean, for the purpose of this clause, dealing with employees issues concerning their relationship with the Employer that requires immediate attention.
- 6.07 Stewards, Committee persons, employees, or the Unit President shall not suffer any loss of pay for time spent with the employer for purposes of administering the collective agreement.
- 6.08 When the Employer meets with an employee for the purpose of investigation or disciplinary matters, a Union Representative must be in attendance.
- 6.09 The Employer agrees that the Union's authorized representative, not employed by the Employer, shall be allowed access to its facilities, subject to prior permission having been obtained to visit the site. Further, such visits to the Employer's premises shall not interfere with the operations. Permission will not be unreasonably withheld.

ARTICLE 7 - HOURS OF WORK

7.01 Hourly Employees

- (a) The regular work week shall normally consist of five (5) consecutive shifts, Monday through Friday, as follows:

(1st shift) day - eight (8) hours
(2nd shift) afternoon - eight (8) hours
(3rd shift) night - seven (7) hours

- (b) The normal scheduled hours of work for Plant Operations shall be:

(1st shift) day - 6:30 am to 3:00 pm
(2nd shift) afternoon - 3:00 pm to 11:30pm
(3rd shift) night - 11:30 pm to 6:30 am

- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend shifts. The Employer will discuss such shifts with the Union, prior to establishing same.

- (d) There shall be an unpaid, uninterrupted meal break of thirty (30) minutes such that, no employee will work longer than five (5) consecutive hours without an eating period.

- (e) Each employee is entitled to the following breaks:

- (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
- (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
- (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.
- (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers.

- (f) Overtime may be required from time-to-time, depending on workload. Overtime must be pre-approved. In the event overtime is required, employees will be paid as follows:

- (1) time and one-half: the employee's regular wage for all hours worked in excess of eight (8) hours per day or forty (40) hours per week

- (2) double time: the employee's regular wage for all hours worked in excess of eleven (11) hours a day or forty-eight (48) hours per week.
- (g)
- (1) The Employer will make an effort to distribute available overtime hours equitably among the employees who have indicated a willingness to work overtime and have the ability to perform the work available.
 - (2) In the event an insufficient number of employees are willing to work overtime, the Employer shall assign overtime to the most junior employee having the present ability to perform the work required.

7.02 The Employer shall compensate Union Committee members and the Unit President at their regular straight-time wage rate for time served conducting business of the Union – Management Committee, and hours in attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.

7.03 **Salaried Employees**

- (a) Salaried employees are paid on an annual basis. For the purpose of paying overtime, time monitoring will apply.
- (b) The regular work week shall normally consist of five (5) consecutive work days, Monday through Friday, from 8:00 am to 5:00 pm.
- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend shifts. The Employer will provide the Union and the affected employees with notice of the alternative work schedules prior to establishing same.
- (d) There shall be an unpaid, uninterrupted meal break of thirty (30) minutes such that, no employee will work longer than five (5) consecutive hours without an eating period.
- (e) Each employee is entitled to the following breaks:
 - (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
 - (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
 - (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.

- (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers

7.04 **Time Clocks:** The time clock shall measure time worked to the nearest fifteen (15) minute increment. At some future date the Employer may eliminate use of time clocks.

ARTICLE 8 - REPORTING ALLOWANCE

8.01 In the event that an employee reports for work on his/her scheduled shift and no work is available, he/she will be paid four (4) hours at his/her regular rate of pay.

ARTICLE 9 - CALL-IN-PAY

9.01 (a) An employee called for work outside his/her regular working hours shall be paid the greater of:

- (1) Time and a half for a minimum of four (4) hours; or
- (2) His/her regular base pay for all hours worked.

(b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his/her scheduled shift. In all such cases the employee shall receive his/her appropriate overtime rate.

9.02 Any employee who is called in when they have already been pre-approved for the day away from work shall:

- (1) Have the right to refuse coming to work; or
- (2) Be paid in accordance with 9.01 (a) if they attend at work.

ARTICLE 10 - BEREAVEMENT LEAVE

10.01 In the event of death within an employee's immediate family, the employee shall be, at his/her option, entitled to be absent from work with pay at his/her regular wage for up to three (3) consecutive working days. For this purpose, "immediate family" is defined as:

- (1) spouse;
- (2) children, including step children and adopted children; and
- (3) parents, brothers, sisters.

10.02 In the event of death within the employee's extended family, the employee, if attending funeral services shall be entitled to be absent from work with regular straight time pay for one (1) working day. For this purpose, "extended family" is defined as:

- (1) grandparents, grandchildren;
- (2) parents-in-law;
- (3) brothers-in-law, sisters-in-law;
- (4) grandparents-in-law.

10.03 In the event of death of the employee's grandparent, grandchild or parent-in-law who had, until their passing, regularly resided in the employee's household, the entitlement provided in Article 10.01 shall apply.

ARTICLE 11 - WAGES

11.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Schedule "A" and Schedule "B" attached hereto and forming a part of this Agreement.

11.02 The Employer agrees that all employees shall be paid bi-weekly by cheque or direct deposit by the end of their shift on Friday.

11.03 New job classifications created during the term of this Agreement will be subject to discussions between the Employer and the Union. It is agreed that the Employer has the right to determine job content and qualifications. The Employer must negotiate with the Union the wage rate for any new position created.

ARTICLE 12 – PENSIONS AND RRSP PLAN

12.01 Eligibility and vesting requirements existing at ratification will be maintained. Employees are eligible to join the group Pension Plan and registered Retirement Savings Plan (RRSP) after one (1) year of service. For Pension Plan purposes, employees become vested at twenty-five per cent (25%) after one (1) year of contributions and at one hundred per cent (100%) after two (2) years' contributions.

12.02 The Employer agrees to co-operate in deducting and remitting premiums to a group Pension Plan and Registered Retirement Savings Plan (RRSP). The Employer shall contribute the following:

- (a) Five per cent (5%) of basic monthly earnings to the existing Employer Pension Plan,

- (b) Twenty-five per cent (25%) of an employee's personal contribution to the existing RRSP to a maximum Employer contribution of one and one-half per cent (1.5%) of basic annual earnings to the existing RRSP.

ARTICLE 13 - SEVERANCE PAY

13.01 The Employer will pay a minimum of one (1) week's severance pay for each completed year of unbroken service and one twelfth (1/12) of a week's pay for each completed month in an incomplete year to a maximum of twelve (12) weeks pay to employees who are terminated due to a partial or complete closure of the Employer's plant and/or as a result of their job being abolished. Severance pay will be based on the employee's regular straight time rate.

- (a) To be eligible for severance pay, the employee must have completed his/her probationary period. The employee shall receive the greater of the severance pay under this clause or the *Employment Standards Act*, but not both.
- (b) The Employer's liability described immediately above shall be deemed to be discharged if the employee fails to work to the end of his/her scheduled employment as determined by the Employer.

ARTICLE 14 - PLANT HOLIDAYS

14.01 Each entitled employee, who is not required to work on any of the following days, shall receive a normal days pay at the employee's regular rate for the celebration of the holidays listed below:

New Year's Day	Good Friday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

14.02 If one of the above-named statutory holidays occurs on a normally scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday unless an alternate day is mutually agreed on between the Employer and the Union. Notification shall be given at least thirty (30) days prior to the statutory holiday.

14.03 In the event that a public holiday occurs during an employee's annual vacation, the employee shall be entitled to a day off, with pay, to be scheduled by mutual agreement either the day the employee would normally have returned to work or on another day.

14.04 An Employee who works at the Employer's request on a statutory holiday shall be paid at the rate of:

- (a) one and one-half (1½) times the regular wage for the time worked through the first eleven (11) hours; and,
- (b) double the employee's regular wage for the time worked over eleven (11) hours; and,
- (c) in addition, the Employer shall give the employee another day off with pay.

14.05 In Article 14.01 "entitled employee" means employees who have:

- (a) completed at least thirty (30) calendar days of continuous employment; and,
- (b) worked a minimum of ten (10) days during the thirty (30) day period prior to the holiday; and,
- (c) worked their regularly scheduled workday before and their regularly scheduled workday following the holiday, unless their absence is due to illness or accident, in which case the Employer shall have the right to request a confirmation certificate from a qualified medical practitioner.

14.06 For the purpose of calculating overtime, statutory holidays will be considered time worked.

ARTICLE 15 - VACATION

15.01 Once annually, the Employer shall measure each employee's service to their personal anniversary date, and give to all eligible employees annual vacation entitlement in keeping with provisions herein.

15.02 Vacation entitlement to a maximum of three (3) weeks annually will be considered "basic" entitlement and must be taken as time off. Entitlement beyond the basic level will be considered "supplemental" entitlement and can be treated in different manners as described herein.

15.03 All employees with less than one (1) full year service shall earn basic vacation entitlement prorated on the rate of eighty-three one-hundredths (.83) of one (1) day for each month of service; and the total will be rounded up to the nearest one-half (1/2) day and not exceeding ten (10) full days.

- 15.04 Employees shall utilize their vacation entitlement in one-week periods or combinations thereof unless otherwise approved by the Employer. All vacation requests must be in writing.
- 15.05 Hourly employees will earn annual vacation entitlement, with vacation pay, calculated on the date of employment upon completion of the following periods of service:

Less than one (1) year-	eighty-three one hundredths (0.83) of one day per month, with vacation pay at four percent (4%);
After one (1) year	two (2) weeks' vacation, with pay at four percent (4%);
After three (3) years	three (3) weeks' vacation, with pay at six per cent (6%);
After ten (10) years	four (4) weeks' vacation, with pay at eight per cent (8%);
After twenty (20) years	five (5) weeks' vacation, with pay at ten per cent (10%);
After thirty (30) years	six (6) weeks' vacation, with pay at twelve per cent (12%).

Vacation pay entitlement will be a percentage of gross wages paid to the employee by the Employer during the previous employment year.

- 15.06 Where the Employer reasonably concludes that there is sufficient work to avoid lay-offs, hourly employees may work their supplementary vacation.

- 15.07 Hourly employees shall accumulate vacation pay, and that accumulation shall be paid:

- a) upon the written request of the employee when at least fifteen (15) days' notice is given to the Employer;
- b) on every regular paycheque, provided that this method of payment is decided on by the employee concerned, and is maintained on calendar year basis.

Monies not requested throughout a previous vacation year shall be automatically paid out once annually immediately following the first full pay period during January.

15.08 Salaried employees will earn annual vacation entitlement, calculated on the date of employment and paid at the current pay rate, in accordance with the following table:

Less than one (1) year	eighty-three one hundredths (0.83) of one (1) day per month;
After one (1) year	two (2) weeks' vacation;
After three (3) years	three (3) weeks' vacation;
After eight (8) years	four (4) weeks' vacation;
After fifteen (15) years	five (5) weeks' vacation; and
After twenty-five (25) years	six (6) weeks' vacation.

Employees will not normally be entitled to take vacation during their probationary period (as per Art. 18.02) nor vacation that has not been earned.

- 15.09 (a) During the first twelve (12) months following the salaried employee's personal anniversary date, the employee and the Employer shall attempt to schedule all vacation time by mutual agreement. Notwithstanding this, the Employer possesses the right to schedule basic vacation entitlement unilaterally (two or three weeks) to ensure that it is used by the end of the year in which it is earned.
- (b) During the second twelve (12) months following the employee's personal anniversary date, the employer possesses the right to schedule all unused (carried over) vacation time, to ensure that it is used.
- (c) If twenty-four (24) months have elapsed from the employee's personal anniversary date, and vacation time earned during the first twelve (12) of those months remains unused, the employee is entitled to be paid for the unused portion on the next regularly scheduled pay period.

15.10 The Employer shall post blank vacation schedules for hourly employees before March 1st each year. Employees shall enter their first preference by March 31st. The requested vacation shall be confirmed by the Employer no later than April 30th each year. Before April 30th, vacation requests shall be determined by seniority within operational requirements. After April 30th, remaining vacation openings shall be dealt with on a first come, first served basis, within operational requirements.

15.11 The Employer may schedule "seasonal/maintenance closures" not exceeding two (2) weeks during the periods of July and August as well as December and January of each year provided it gives as much written notice as is reasonably possible but not less than thirty (30) days. During these seasonal closures the Employer may require the service of selected employees and require all remaining employees to utilize unscheduled vacation entitlement. Employees not having sufficient vacation entitlement to cover the closure period shall be placed on leave of absence without pay.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 (a) An employee wishing a leave of absence will make applications in writing to hi/her Supervisor. The Employer will respond on the same form granting or denying the leave of absence and the reasons for denial. The Employer will provide a response within ten (10) working days of the request being made other than in the case of an emergency.
- (b) In the event that an employee requires leave on an emergency basis, he/she may contact his/her Supervisor by telephone.
- (c) Permission will not be unreasonably withheld, the Employer has a right to deny a leave of absence on the basis of operational reasons.
- 16.02 Employees may apply to attend Union business or to attend conventions or conferences away from the Teleflex site. Requests and responses shall be made in writing. Approval shall not be unreasonably withheld.
- 16.03 The Employer agrees to continue the pay of any employee absent from work on union business which is not paid for by the Employer, as provided by this Agreement, and the Union shall reimburse the Employer for such wage and benefit costs within (30) days of receiving the Employer's account for same. The leave of absence must be authorized in writing by the Union.
- 16.04 The Employer agrees to grant an employee leave of absence without pay for up to three (3) years to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. Only (1) employee at a time can be absent for this purpose.
- 16.05 The Employer will grant maternity and parental benefits and leave to employees in accordance with the Employment Standards Act as that may change from time-to-time.
- 16.06 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee renewing their visa or work permit. Such leave will be without pay.
- 16.07 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee for the purpose of attending his/her swearing in ceremony as a Canadian citizen. Such leave will be without pay.

ARTICLE 17 - JURY AND WITNESS DUTY

- 17.01 A regular employee shall be granted leave of absence with pay at his/her regular hourly shift rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. An employee who is not required to be in attendance at court shall report for work.
- 17.02 An employee called for jury or witness duty shall be deemed to be on day shift the period he/she is required to serve or attend Court. The transfer to day shift will be without financial consequence or penalty to the Employer.

ARTICLE 18 - SENIORITY

- 18.01 Seniority is defined as the length of employment in the Bargaining Unit since the original date of hire.
- 18.02 **Probationary Period**
- The seniority of each employee covered by this Agreement will be established after a probationary period of:
- (i) Sixty (60) working days for hourly employees
 - (ii) One hundred and twenty (120) working days for salaried employees.
- 18.03 There will be two separately administered seniority lists: "Hourly Employees" and "Salaried Employees". Seniority lists will designate each eligible employee's name, job classification, and date of hire in descending calendar order in the following employment status.
- (1) Regular full time;
 - (2) Probationary full time;
- 18.04 All promotions, transfers, filling of vacancies, layoffs, and recalls after layoffs will be done strictly in accordance with the principles set forth in Article 18.
- 18.05 In the event that more than one employee has the same date of hire seniority will be determined by draw supervised by the Union and the Employer.

- 18.06 Seniority shall be maintained and accumulated during:
- (1) Absence due to layoff, sickness or WCB injury;
 - (2) Authorized leave of absence.
- 18.07 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:
- (1) when the employee voluntarily quits;
 - (2) when the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
 - (3) when the employee is laid off and fails to return to work within three (3) working days after the employee has been notified so to do by the Employer by registered mail to the employee's last known address (a copy of such notice shall be sent to the Union).
 - (4) when the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months;
 - (5) when an employee is absent without permission for three (3) consecutive working days, without notifying the Employer, unless the employee has an acceptable excuse for failing to notify;
 - (6) when an employee is promoted out of the Bargaining Unit;
 - (7) when an employee reaches the age of retirement.
- 18.08 (a) The Unit President will be issued an up-to-date seniority list with name, classification and date of hire within ten (10) working days of a new calendar quarter.
- (b) A separate seniority list shall be mailed or emailed to the Local Union at an address provided by the Union. The seniority list shall contain the employees' name, classification, date of hire, current rate of pay for hourly staff, monthly earnings for salaried staff and the employee's latest address on file with the Employer.
- (c) The union will comply with all Provincial Privacy Legislation.

18.09 **Layoff**

When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group order, in reverse order of seniority within their job classification, provided those remaining are able and willing to perform the work available.

- (1) Temporary workers
 - (2) Probationary employees
 - (3) Regular full time employees
- (a) Whenever it is necessary to reduce the work force, any employee designated for layoff shall be given two (2) weeks notice in writing, in advance of the date of layoff or, their regular pay in lieu of notice. A copy of the layoff notice shall be provided to the Union.
 - (b) The Unit President and Stewards shall be retained by the Employer in the event of a layoff so long as there is work available that the Unit President or Stewards are willing and able to perform notwithstanding their position on the seniority list, subject to Article 6.02.

18.10 **Job Vacancies**

- (a) Announcements of opportunities for all job vacancies in new jobs, existing jobs, training positions, and apprenticeship positions within the bargaining unit, will be posted on the bulletin board of each lunchroom for a period of ten (10) days prior to the filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by applying for the job notice during the period in which it is posted.
- (b) In filling posted vacancies, the skill, knowledge and ability of the applicants for the position shall be the primary consideration. Where two or more regular employees qualify, seniority shall be the determining factor. The skill, knowledge and ability for vacancies posted under this Article shall be those reasonably necessary to perform the job function and shall not be established in an arbitrary or discriminatory fashion.
- (c) All employees accepted to posted jobs shall be on probation for thirty (30) days worked, except for employees promoted into a technical trade position (e.g. Machinist or Millwright) who shall be on probation for ninety (90) days worked. During this period, the employee may, at his option, return to his former job, or, if in the Employer's opinion the employee is not progressing satisfactorily, may be returned to his former job. Posting probation may be extended for days missed, in keeping with the procedures outlined in Article 18.02.

- (d) A notice shall be posted on the bulletin boards listing the name of the successful applicants, within the time limits of the job posting procedures.
- (e) Every internal job applicant who meets the minimum qualifications will be given an interview unless he/she has been interviewed for a similar position within the last three (3) months. Every internal job applicant who is not given an interview will have the reasons explained to him/her.
- (f) A vacancy may be filled temporarily by the Employer under the following circumstances:
 - (1) until such time as the job posting procedure is complete
 - (2) for the duration of a regular employee's authorized leave of absence
 - (3) for the duration of a special project which will have been discussed at the Union/Management meeting.
- (g) Time spent by employees on temporary assignment shall not be used against other employees in filling permanent vacancies.
- (h) For the purpose of filling temporary vacancies, temporary workers may be retained for four (4) months, after which temporary workers will become regular employees. The employee will serve the probationary period.
- (i) In the event an employee transfers to a higher rated position, or is temporarily moved by the Employer, he will be entitled to the rate for that job. The transfer will occur in accordance with Article 18.10 (b) of the Collective Agreement.

18.11

Bumping Rights

- (a) When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group order, in reverse order of seniority within their job classification, subject to their immediate ability to perform the work available.
 - (1) Temporary workers
 - (2) Probationary employees
 - (3) Regular full time employees
- (b) An employee faced with lay-off may elect, in writing, to be laid off rather than displace an employee with less seniority under the provisions of this Article and he/she shall be recalled whenever the classification which he/she was laid off from becomes available.

However, an employee who so elects may notify the Employer in writing that he/she wishes to withdraw such election and he/she shall be placed on the recall list and recalled to the first opening in a similar or lower

classification in accordance with his/her seniority provided he/she is competent to satisfactorily do the work available.

For the purposes of Article 18.07 the period of lay-off will be determined by the original date of lay-off.

- (c) An employee designated for lay-off, may exercise their seniority and displace an employee with less seniority, holding the same classification, subject to his/her present ability to perform the available work.
- (d) Failing a job placement under (b) above, the senior employee shall exercise his/her seniority to displace an employee with less seniority in a lesser classification on work that the senior employee is able to perform.
- (e) For the purpose of this Article, the period of layoff will be determined by the original date of layoff.

18.12 Recalling Employees

- (a) No new employees shall be hired after a layoff until all laid off employees who are able to perform the work available have been recalled.
- (b) When the Employer has need to recall laid off employees, they shall be recalled from lay-off in order of seniority. The recall will begin with the most senior employee, able to perform the work available.

18.13 The Unit President or designate will be kept informed of employees movement on a regular basis.

ARTICLE 19 - DISCHARGE AND DISCIPLINARY ACTION

19.01 The Employer shall discipline or terminate an employee only for just cause. The burden of proof of just cause rests with the Employer.

19.02 During the course of a disciplinary meeting with the Employer, the employee and the Shop Steward have the right to request time out to enable the employee to consult with the Steward in respect of the subject matter of the meeting.

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

19.04 An employee is entitled to review his/her personnel file and to obtain a copy of same upon providing a written request to the Employer and within (3) working days.

- 19.05 In the event the Employer issues any discipline, a copy of same shall be provided to the Local Union Office and Unit President.
- 19.06 Any disciplinary action taken by the Employer is subject to the grievance procedure. The Union reserves the right to file grievances regarding suspension and termination at Step 3 of the grievance procedure.
- 19.07 An employee that has been dismissed shall have the right to attend grievance proceedings with the Union and the Employer, on Employer premises.
- 19.08 All discipline on an Employee Record of a member of the bargaining unit shall be removed after a period of twenty-four (24) months, unless there has been a new incident of discipline. Once removed, such discipline will not be relied upon or referred to against the employee.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 It is the mutual desire of the Parties hereto that any complaint or cause of dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 20.02 All matters in dispute relating to the interpretation, application, operation or alleged violation of this Agreement shall be settled using the following steps of the Grievance Procedure:

Step One The complaint shall be submitted verbally or in writing to the Supervisor within five (5) working days of the act or condition giving rise to the matter. The Supervisor will settle the complaint within five (5) working days

Step Two If the matter is not settled under Step One, a Steward or Union Representative may, within five (5) working days of the decision under Step One, submit a written grievance to the Supervisor. The Supervisor shall meet with the employee and Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance.

A Staff Representative of the Union and the Grievor may be present at this meeting if requested by either Party. The Supervisor shall within a further five (5) working days give the answer to the grievance on the grievance form and return it to the Union.

Step Three If the matter is not settled under Step Two, a Steward or Union Representative may, within five (5) working days of the decision under Step Two, submit a written grievance to the Department Manager. The Department Manager shall within five (5) working days hold a meeting between the Union Grievance Committee and the appropriate representatives of Management, in a further attempt to resolve the grievance.

A Staff Representative of the Union and the Grievor may be present at this meeting if requested by either Party. The Manager shall within a further five (5) working days give the decision in writing, on the grievance form, and return it to the Union.

Step Four If the matter is not settled under Step Three, a Steward or Union Representative may, within five (5) working days of the decision under Step Three, submit a written grievance to the Employer's Representative. The Employer's Representative shall within five (5) working days hold a meeting between the Union Grievance Committee and the appropriate representatives of Management, in a final attempt to resolve the grievance.

A Staff Representative of the Union and the Grievor may be present at this meeting if requested by either Party. The Employer's Representative shall within a further five (5) working days give the decision, in writing, to the Union on or attached to the grievance form.

The time limits under 20.02 above may be extended by mutual agreement in writing.

20.03 In the event a group of employees have the same complaint; the matter shall be handled as a "Group Grievance". A Union Steward, a Union officer, or a Union Representative on behalf of a group of employees who have the same complaint shall sign such a grievance; and, the matter shall be dealt with through the Grievance Procedure commencing with Step One. The grievors shall be identified.

20.04 In the event the Union or the Employer raises concern with the interpretation, application, or administration of this Agreement, the matter in question, being broad procedure-based to guide and determine present and future decisions, shall be handled as a "Policy Grievance". A Policy Grievance shall be in writing, signed by a Union Representative, and may be submitted to the grievance procedure at Step Three as detailed above.

20.05 If final settlement of the grievance is not reached at Step Four, then the grievance may be referred in writing by either Party to Arbitration as provided in Article 21, at any time within twenty (20) working days after the decision is received under Step Four.

ARTICLE 21 - ARBITRATION

- 21.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make notice of such intent to the other party within twenty (20) working days of the decision under Step Four of the grievance procedure. Delivery shall be by registered mail, facsimile transmission, electronic mail or in person. The registered receipt date or date of personal delivery shall be considered the notice delivery date.
- 21.02 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.
- 21.03 Any matter referred to arbitration, as provided in 21.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. Vince Ready
 2. Chris Sullivan
 3. Judy Korbin
 4. Don Munroe, Q.C.
 5. Colin Taylor, Q.C.
 6. Emily Burke
- 21.04 No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance Procedure.
- 21.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 21.06 No technical error or omission will render a grievance inarbitrable.
- 21.07 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 22 - INJURED EMPLOYEES

- 22.01 (a) In the event that an employee is sent for medical treatment by a First Aid Attendant or a Supervisor due to a work related injury, the employee shall be paid for the entire shift as if he/she had worked the shift. It is understood that if after receiving medical treatment, the employee is cleared to return to work prior to the end of shift, the employee will return to work unless instructed otherwise by a supervisor. If upon investigation it is determined that the injury did not occur in the course of Employer assigned duties, the employer shall have the right to deduct from any monies owing to the employee the excess payment for the hours paid but not worked.

- (b) The Employer will, during the day of injury, provide the employee with transportation to the doctor or hospital and back to work and/or his/her home, as necessary.
- (c) If it is necessary for an employee to receive medical treatment subsequent to his/her return to work following an industrial injury, the Employer will pay the employee for the hours lost if:
 - (1) the appointment could not be booked outside work hours; and,
 - (2) the Employer is able to recover the cost from Worksafe B.C.

22.02 The First Aid attendant shall have the final say on all matters of first aid treatment for on-shift staff on Teleflex property, except where relieved by an individual with a higher level of medical certification (eg: an Ambulance Paramedic).

22.03 (a) Employees appointed by the Employer to perform the function of First Aid Attendant, who are required to maintain the Worksafe B.C certification, shall be compensated by the Employer for Worksafe B.C. course fees, books or other materials required for the course, and shall be paid regular wage while attending courses.

(b) For scheduling purposes, some Supervisors may be First Aid attendants.

ARTICLE 23 - INSURANCE

23.01 The Employer shall, on behalf of all regular full-time employees, including probationary full-time employees, and their families, provided enrolment forms have been submitted as required, contribute one hundred (100%) percent of the premium for the following benefit plans in keeping with set entitlement limits which include:

- (a) On the first (1st) day of the month following the employee's date of hire, hourly and salaried employees shall be provided Medical Services Plan of British Columbia, providing required medical, surgical, and obstetrical services;
- (b) On the first (1st) of the month following three (3) months from date of hire, hourly employees shall be provided:
 - (i) **Employee Life Insurance:** at one (1) times Annual Gross Income to a maximum of \$250,000.00;
 - (ii) **Accident Death & Dismemberment Insurance:** at one (1) times Annual Gross Income to a maximum of \$250,000.00;

(iii) **Spousal Life Insurance:**

- \$10,000 for employee's spouse;
- \$ 5,000 for legally dependent children.

(iv) **Sickness Insurance:** After three (3) months of employment, employees who are injured or too ill to come to work may (with satisfactory verification if requested) claim sickness insurance as a percentage of their basic pay as shown in the following table or the amount earned for partial days, whichever is more:

Consecutive Days missed	3 rd mo to 11 th mo Inclusive	12 th mo to 35 th mo Inclusive	36 th mo to 50 th mo Inclusive	60 th mo to 20 yrs Inclusive	Over 20 Years
1	0%	30%	50%	50%	55%
2	0%	30%	50%	55%	60%
3	0%	30%	50%	60%	66%
4	0%	50%	55%	66%	66%
5	0%	50%	60%	66%	66%
6+note	66%	66%	66%	66%	66%

Note: Until eligible for LTD.

(v) **Short Term Disability Income:** at two thirds (2/3) of their weekly average straight time regular wage to a maximum of seven hundred dollars (\$700.00) per week for fifty-two (52) weeks. Eligibility begins on the seventh (7th) day after an accident or of a disabling illness.

(c) On the first (1st) of the month following three (3) months service, salaried employees shall be provided:

(i) **Employee Life Insurance:** at one and one-half (1.5) times annual gross income to a maximum of \$250,000.00;

(ii) **Accidental Death & Dismemberment Insurance:** at one and one-half (1.5) times annual gross income to a maximum of \$250,000.00;

(iii) **Spousal Life Insurance:**

- \$10,000 for employee's spouse;
- \$ 5,000 for legally dependent children.

(iv) **Short Term Disability Income:** at one hundred per cent (100%) of current weekly earnings, or sixty percent (60%) of current weekly earnings as per the following schedule:

<u>Length of Service</u>	<u>Time/Benefit</u> <u>100% then 60%</u>
0 – 3 months	No benefit
More than 3 months, but less than 1 year	2 wks/15 wks
1 year, but less than 2 years	4 wks/13 wks
2 years, but less than 3 years	6 wks/11 wks
3 years, but less than 4 years	8 wks/9 wks
4 years, but less than 5 years	10 wks/7 wks
5 years, but less than 6 years	12 wks/5 wks
6 years, but less than 7 years	14 wks/3 wks
7 years or more	17 wks

(d) On the first of the month following three (3) months' service, both hourly and salaried employees shall be provided:

(i) **Long Term Disability Insurance:** at two thirds (2/3) of average gross straight time monthly earnings to a maximum of \$3,000.00 per month for hourly employees and \$7,500.00 per month for salaried employees;

(ii) **Extended Medical Benefits Package, including:**

- Prescription Drugs – 100% coverage to the maximum of "Referenced Based Pricing"
- Vision Care – 100% coverage to a maximum of \$100.00
 - less than 18 years of age – every 12 months
 - 18 years of age and older – every 24 months

(iii) **Medicare Supplemental Insurance**

(iv) **Out of Province/Country Medical Insurance**

(e) On the first (1st) of the month following six (6) months' service both hourly and salaried employees:

(i) **Dental Insurance Plan:**

A – Basic Preventative Care	100% coverage
B – Basic Restorative Care	100% coverage
C – Major Restorative Care	50% coverage (\$1,500 annual limit for A, B, C)
D – Orthodontic Care	50% coverage (\$2,000 lifetime limit)

23.02 The Employer may subrogate all insurance benefit claims and, where entitled, recover monies paid to claimants.

23.03 The Employer shall continue to pay insurance premiums which provide the above listed insurance benefits while employees are receiving Short Term Disability Insurance benefits:

(a) Hourly - 52 weeks;

(b) Salaried - 17 weeks.

23.04 In the event of a layoff, insurance benefits listed above will terminate as follows:

(a) Life Insurance, Extended Medical Benefits Package, Dental Insurance, Short Term Disability and Long Term Disability (wage continuance) shall end immediately;

(b) B.C. Medical Insurance shall end at the end of the month in which the layoff occurs.

23.05 In the event of an approved Leave of Absence, excluding Maternity Leave, extending beyond four (4) weeks, the employee shall assume the full responsibility for the cost of all benefits beginning the first day following the four (4) weeks' absence.

23.06 In the event the employee's employment is terminated, except in the case of layoff as described immediately above, all insurance benefits shall terminate immediately.

23.07 It shall be the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in the Agreement.

ARTICLE 24 – SAFE RETURN TO WORK

- 24.01 (a) The Employer, the Union and the employees agree that is in the best interest of the employees to return to work from illness or injury as soon as it is medically safe for them to do so. To that end, it is agreed that a joint Safe Return to Work Committee will be established to assist with the return to work, including arranging for alternative or reduced duties until the employee is able to assume all of the duties involved with his/her regular position.
- (b) The contents of the Return to Work or Rehabilitation Program are as set out in the Employer's Policy Statement. That Policy will not be amended during the term of the Agreement, in respect of bargaining unit employees, unless required by law.

ARTICLE 25 - HEALTH, SAFETY & ENVIRONMENT

- 25.01 The Employer, the Union and the employees shall promote and maintain standards of general office and Plant safety. The Employer and its employees shall comply with all applicable federal and provincial health and safety legislation and regulations. It shall be the objective of the Health, Safety and Environment Program to eliminate accidents and health hazards. To that end, the parties agree to create a:
- (a) Joint Safety Committee operating in accordance with Worksafe BC Regulations.
- (b) The Joint Safety Committee shall meet once every month and operate in accordance with the Worksafe BC published Regulations and guidelines. Meetings will be held during regular shift working hours and shall be considered time worked.
- 25.02 The parties acknowledge the importance of ensuring that new employees are oriented and trained to the safety standards in the Employer.
- 25.03 (a) An employee has the right to refuse to do work when the employee has reasonable grounds to believe that the performance of this work will endanger his/her health or safety or that of another employee.

- (b) An employee who refuses the work must immediately:
- (1) Inform the supervisor of his/her refusal(s) and the reason for his/her refusal(s).
 - (2) The supervisor must immediately investigate the matter, together with a Shop Steward. The employee is entitled to be present during the investigation.
 - (3) If, in the supervisor's opinion, the refusal is not valid, the supervisor shall so inform the employee and the Union.
 - (4) If the investigation does not resolve the matter and, the worker continues to refuse to carry out the work, the worker and/or his/her union must notify the Worksafe B.C. officer, who must investigate the matter without delay.
 - (5) During the above investigation, the Employer agrees to provide the employee with alternative duties and, the employee shall not suffer any loss of pay.
 - (6) If it is concluded that there was no reasonable basis for the refusal, the Employer will meet with the employee and his/her shop steward to address the employee's conduct; and, discipline may result.

25.04 Personal Protective Equipment: all employees shall wear proper protective clothing and personal protective equipment appropriate to their job or task in a manner which complies with Worksafe BC Occupational Health & Safety regulations as may be recommended from time-to-time by the Joint Safety Committee and endorsed by the Employer. To this requirement, the Employer shall provide employees, at no cost except where stated, suitable:

- (a) hearing protection
- (b) respiratory protection
- (c) approved, plain eye protection
- (d) Work gloves (after the first set, subsequent sets will only be provided when worn-out set is presented to the Employer).
- (e) coveralls or shop coats (maximum three sets per year).

- (f) For a regular employee having successfully completed his/her probationary period and holding one of the following position on a regular basis.
- Material Handler
 - Receivers
 - Maintenance Personnel
 - Receptionist

The Employer will provide a lined rain jacket and replace it on a need basis provided normal wear has applied. The Employer will select and purchase the jackets. The Employer will not replace the jacket if it is lost, stolen or negligently damaged.

- (g) Personal safety footwear allowance: to an annual maximum of eighty dollars (\$80.00) which can be carried over one year;
- (h) Prescription safety glasses allowance: when required to safely perform normal and customary duties to a maximum of one hundred dollars (\$100.00) on proof of purchase every three years. Commencing September 1, 2007 prescription safety glasses allowance will be increased to two hundred dollars (\$200.00).

ARTICLE 26 - BULLETIN BOARDS

- 26.01 The Employer will provide one (1) bulletin board for each lunch room for the use of the Union at mutually agreed locations on which appropriate notices may be posted relating to matters of interest to the Union and the employees.

ARTICLE 27 - EDUCATION

- 27.01 In order to allow it's employees to pursue their education and/or increase heir employability, the Employer is committing to an annual education fund of twenty thousand dollars (\$20,000) per calendar year.

The Employer will determine the eligibility criteria. A joint Union-Management Committee will determine participants.

ARTICLE 28 – TECHNOLOGICAL CHANGE

- 28.01 The Employer shall notify the Union as early as possible, but not less than sixty (60) days in advance of his/her intent to institute material changes in production methods or facilities, which would result in re-training, layoff or termination of employees.
- 28.02 Where jobs are eliminated due to technological change or change in production methods, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties, provided they meet the requirements of such jobs.
- 28.03 Employees whose employment is due to be terminated because of technological change shall be provided written notice in keeping with Article 18 and entitled to severance pay of one (1) week's pay at regular wage rates, for each year of service with the Employer to a maximum of twelve (12) weeks.

ARTICLE 29 – CONTRACTING OUT

- 29.01 Prior to contracting out work normally performed by members of the bargaining unit, the Employer will provide notice to the Union for the purpose of providing the Union with an opportunity to persuade the Employer that such work can be efficiently and economically performed by members of the bargaining unit.
- 29.02 The Employer agrees not to contract out work to employees of Teleflex.

ARTICLE 30 – UNION - MANAGEMENT COMMITTEE

- 30.01 The Unit President and his/her designate and four (4) Stewards together with three (3) Employer representatives (with the option of the Employer adding one more person to address issues) shall constitute the Union Management Committee. The Committee will meet every four (4) weeks, or more often as required. The meeting shall serve as a forum to discuss matters of the Bargaining Unit.
- 30.02 A written record of the matters discussed shall be maintained and a copy sent to the Union's Local 2952 office.
- 30.03 The Employer shall compensate Union Committee members and the Unit President at their regular straight-time wage rates for time served conducting business of the Union-Management Committee and hours in attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.

ARTICLE 31 - NEGOTIATING COMMITTEE

- 31.01 The Employer agrees to recognize and deal with a Negotiating Committee of not more than six (6) employees including the Unit President (comprised of two (2) salaried employees and four (4) hourly employees), who shall be regular employees of the Employer, along with representatives of the International Union.
- 31.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 32 - HUMANITY FUND

- 32.01 The Employer agrees to contribute one cent (\$0.01) per hour for all hours worked by employees in the bargaining unit to the Steelworkers Humanity Fund. The amounts so deducted shall be forwarded to the United Steelworkers, Humanity Fund, 234 Eglinton Avenue East, 7th Floor, Toronto, Ontario M4P 1K7.
- 32.02 Upon written authorization from an employee, the Employer agrees to deduct twenty dollars (\$20.00) from each employee on October 1st of each year and forward it to the United Steelworkers, Humanity Fund, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7.

ARTICLE 33 – DURATION OF AGREEMENT

- 33.01 This Agreement shall be for the period from and including September 1st, 2005 to and including August 31st, 2009 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is August 31st, 2009, or immediately preceding the last day of August in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
- 33.02 Notwithstanding Article 33.01, all provisions of the expired Collective Agreement will remain in full force until either a new Collective Agreement is negotiated or the parties engage in a lawful strike or lockout.
- 33.03 The parties agree to exclude the operation of Section 50(2) and (3) of the *British Columbia Labour Relations Code*.

IN WITNESS WHEREOF: The parties have executed this Agreement at
__Richmond_____, BC this __5__ day of __June_____, 2006

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

TELEFLEX CANADA INC.

Roy Leslie

Scott McRitchie

Maurice Therrien

Dennis Petruk

Greg Mitchell

Abdul Aiyum

Dave Fleck

Gisele Aubin

William Marquis

Dylan Williams

SCHEDULE "A"

HOURLY EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

A. CLASSIFICATIONS AND RATES

1. Employees shall be paid the wage rate appropriate for the job they have been hired for or posted to.
See Table 1 – Classifications and Pay Rates (Hourly).
 - a) Regular full-time employees who post up to another position will retain a pay rate not less than their pay rate at the time of transfer.
 - b) Any employee who posts up to the position of Janitor, Inspector, Painter, Shipper/Receiver, Maintenance, or Warranty Administrator shall be paid at eighty percent (80%) during the probationary period, and ninety percent (90%) thereafter until judged fully competent, but in no case longer than six (6) months. If this is lower than the employee's rate at the time of the award, the employee shall receive the rate next highest to his own at the time of the award.
2. Employees who post to and accept an alternative position to avoid lay-off shall receive the wage rate normally paid to the position which they have accepted.
3. Teleflex apprentices shall be paid the appropriate percentage of the basic journeyman rate in keeping with the following Table:

Apprenticeship Year	Percentage
1st	55%
2nd	65%
3rd	75%
4th	90%

4. Apprentices attending apprenticeship school shall be paid their basic, designated level, classification rate at the straight time rate.

B. HOURS OF WORK AND OVERTIME

1. The Employer shall pay "overtime wages" in the amount of one and one-half (1½) times the appropriate regular wage to employees who work:
 - a) more than eight (8) hours a day or forty (40) hours of straight time a week, or

- b) if on a flexible work schedule, an average over the employee's shift cycle of more than eight (8) hours a day or forty (40) hours of straight time per week.
2. The Employer shall pay "overtime wages" in the amount of two (2) times the appropriate basic regular wage to employees who work:
- a) more than eleven (11) hours a day or forty-eight (48) hours a week, excluding daily overtime; or,
 - b) if on a flexible work schedule, an average over the employee's shift cycle of over eleven (11) hours a day or forty-eight (48) hours per week excluding daily overtime.
3. For the purposes of overtime, the standard hours for the 2nd or 3rd shifts are considered to be eight (8) hour shifts and hours worked in excess of the standard hours are eligible for overtime in accordance with Schedule "A" section B1 and B2.
4. Overtime work shall, to the Employer's best general effort, be distributed evenly as much as possible among those employees who have indicated a willingness to work overtime and who also have the ability to perform the work required. In the event an insufficient number of employees have expressed a willingness to work overtime, the Employer may assign overtime to qualified employees of his choice. "Reverse seniority order" will be given consideration.
5. When overtime on weekends is required the Employer will endeavour to limit the requirement for each employee to one weekend overtime shift.
6. It shall be the employee's duty to advise the Employer as early as possible prior to the beginning of their scheduled shift when they are unable to report for work. The Employer shall have the right to request documentation suitable to Management which explains the reason(s) for the absence.

C. MISCELLANEOUS

- 1. "Regular wage" means base hourly rate and all applicable premiums. "Regular wage" does not include differentials.
- 2. a) "Lead hands" and "Leaders" are persons selected and appointed by the employer to direct other employees or to lead processes involving multiple machines or manufacturing steps.

- b) "Foremen" are persons selected and appointed by the Employer to assume overall responsibility for the efficient and effective operation of an entire work unit, or for off-shift responsibility for a number of work units, including the scheduling and co-ordination of a number of employees including one or more leaders.
3. Foremen shall receive a premium of two dollars to four dollars (\$2.00 to \$4.00) per hour worked, the exact level between these limits to be negotiated between the Employer and the employee affected. The level of the premium shall be disclosed to the Union.
4. a) When an employee accepts the designation as "Lead hand" or "Leader" he assumes a higher level of account-ability for the safe performance, output and quality of work done by others assigned to him, or for the accuracy of the production within the process(es) under his control. For this additional accountability he shall receive the "Lead Hand" or "Leader" premium for all the time he works in the assigned designation. This designation can be assigned or withdrawn by the Employer as required or for cause.
- b) When an employee accepts the designation as "Foreman" he/she assumes additional responsibilities to that of a Leader and therefore shall receive a Foreman premium for all the time worked as a Foreman. This designation can be assigned or withdrawn by the Employer as required or for cause.
5. "Month" is defined as:
- a) calendar month for regular full-time employees; and,
 - b) one hundred and forty (140) hours for regular part-time employees.
6. **Hand Tools:** The Employer has the right to designate the job classifications in which employees shall provide a basic set of hand tools for their personal use. Upon employment, or at any subsequent time, the Employer shall have the right to inspect the required hand tools to assess the completeness of the tool set, the condition of the tools and their suitability for the task they are intended. Personal tools which fail to meet or exceed the required standard may be refused by the Employer. Upon hire, and on the Employer's subsequent request(s), the employee shall provide to the Employer a complete and detailed list of the required hand tools he has in his possession and available for his use. It shall be the employee's responsibility to keep the tools in safe operating condition and provide for their security. It is the sole responsibility of the employee to ensure their list of tools provided for the Employer's record is current. Tools which are damaged or broken in the course of job performance shall be replaced with or, upon presentation of an appropriate purchase receipt, reimbursed for a tool of equal quality. Tool warranty will be applied.

7. No employee's regular wage shall be reduced as a consequence of signing this Agreement.

SCHEDULE "A"
CLASSIFICATIONS AND RATES (HOURLY) TABLE

Classification	Hourly Rate			
	Sept 1, 2005	Sept 1, 2006	*Sept 1, 2007 (*See MOU 3)	*Sept 1, 2008
Labourer	\$12.95	\$13.33	\$13.73	\$14.15
Janitor	\$15.21	\$15.67	\$16.14	\$16.62
Production Worker				
Length of Service:				
0 – 1 years	\$13.49	\$13.89	\$14.31	\$14.74
1 - 2 years	\$14.25	\$14.67	\$15.12	\$15.57
2 – 3 years	\$15.11	\$15.56	\$16.03	\$16.51
3 – 4 years	\$15.97	\$16.45	\$16.94	\$17.45
4 – 5 years	\$16.73	\$17.23	\$17.75	\$18.28
5 – 6 years	\$17.63	\$18.16	\$18.70	\$19.26
6+ years	\$18.76	\$19.32	\$19.90	\$20.50
Inspector	\$19.42	\$20.01	\$20.61	\$21.22
Shipper & Receiver				
Painter				
Materials Coordinator				
Production Technician				
Warranty Technician				
Length of Service:				
0 – 1 years	\$15.64	\$16.11	\$16.59	\$17.09
1 - 2 years	\$16.18	\$16.67	\$17.17	\$17.69
2 – 3 years	\$16.73	\$17.23	\$17.75	\$18.28
3 – 4 years	\$17.26	\$17.78	\$18.31	\$18.86
4 – 5 years	\$17.80	\$18.34	\$18.89	\$19.46
5 – 6 years	\$18.35	\$18.90	\$19.46	\$20.05
6 - 7 years	\$18.88	\$19.45	\$20.03	\$20.63
7+ years	\$19.42	\$20.01	\$20.61	\$21.22
General Maintenance	\$20.23	\$20.84	\$21.47	\$22.11

SCHEDULE "A"

CLASSIFICATIONS AND RATES (HOURLY) TABLE

Classification	Hourly Rate			
	Sept 1, 2005	Sept 1, 2006	*Sept 1, 2007	*Sept 1, 2008
	(* See MOU 3)			
Machine Shop Operator				
Length of Service:				
0 – 1 years	\$16.24	\$16.72	\$17.22	\$17.74
1 - 2 years	\$16.78	\$17.28	\$17.80	\$18.34
2 – 3 years	\$17.32	\$17.84	\$18.38	\$18.93
3 – 4 years	\$17.86	\$18.39	\$18.94	\$19.51
4 – 5 years	\$18.40	\$18.95	\$19.52	\$20.10
5 – 6 years	\$18.93	\$19.50	\$20.08	\$20.69
6 - 7 years	\$19.48	\$20.06	\$20.66	\$21.28
7+ years	\$20.02	\$20.62	\$21.24	\$21.87
Warranty Administrator	\$22.88	\$23.56	\$24.27	\$25.00
Tool room Technician				
Auditor				
Machinist				
Length of Service in position:				
0 – 1 years	\$25.89	\$26.67	\$27.47	\$28.29
1 – 3 years	\$26.43	\$27.23	\$28.04	\$28.89
3 – 5 years	\$27.24	\$28.06	\$28.90	\$29.77
5+ years	\$28.05	\$28.90	\$29.76	\$30.66
Maintenance Millwright	\$28.05	\$28.90	\$29.76	\$30.66
Model Shop Machinist				
Fixture Designer				
SPC Coordinator	\$27.68	\$28.51	\$29.36	\$30.24

SCHEDULE "A"

HOURLY EMPLOYEES

C. MISCELLANEOUS (Cont)

8. Premiums

Leader	6% to 12% of the top production worker rate (existing leaders grandfathered)
Operator with Journeyman Ticket	6% of the top Production Worker Rate
Production Worker with Journeyman Ticket	3% of the top Production Worker Rate
First Aid Attendant	\$ 0.90 per hour
Shift Differential	
Second Shift:	½ hour – 8 hour shift
Third Shift:	1½ hour – 7 hour shift (No paid rest breaks; paid meal break)

SCHEDULE "B"

SALARIED EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

A. CLASSIFICATIONS AND RATES

1. The Employer shall consider relevant local markets and individual performance when remunerating salaried employees. Minimum pay levels shall be as set out in Table 2.
2. Employees in the following classification groups may, upon agreement with the Employer, work standard hours or flexible hours; and, in accordance with the B.C. Employment Standards Act,

Group I:

- a) be paid overtime at the prescribed rate; or,
- b) at the written request of the employee, "bank" their overtime to be taken as time off with pay at a time mutually agreeable to the Employer and employee.

Typical Positions:

Receptionist Clerk, General
Office Services Clerk
Order Taker/Entry Clerk
Assistant Buyer

Group II:

It is understood that fifteen percent (15%) of the salary paid every employee in a Group II position constitutes compensation for occasional overtime for which no claim shall be made. The fifteen percent shall be paid regardless of the actual overtime worked, if any.

Notwithstanding sub-paragraph (b), immediately above, employees in positions listed immediately below in this sub-paragraph are outside the scope of the B.C. Employment Standards:

- i) Professional Engineer (P.Eng.) as defined by the Act;
- ii) Engineer in-Training (E.I.T.) as defined by the Act.

Typical positions as listed below do not include Product Engineers, Strategic Sourcing Agents, Manufacturing and Cost Analyst –Financial Analyst, Manufacturing and Cost Analyst, and Engineering Administration Assistant.

Typical Positions:

Lab Technician
 Customer Service Representative
 Field Service Representative
 Assistant Systems Administrator
 Accounting Clerk
 Accounts Payable/Receivable Clerk
 Senior Accounts Payable Clerk
 Accountant, Junior
 Accountant, Intermediate
 Assistant Buyer/Planner
 Assistant Buyer/Expediter
 Buyer/Traffic Administrator
 CNC Programmer
 TPS Cell Coordinator
 Designer Technician
 Technical Representative (Internal)
 Manufacturing Technologist
 Engineering/Technical Specialist
 Applications Engineer
 Engineering Specialist

Nothing in this Schedule or Article 2.06, precludes the Employer from amending position titles used above.

TABLE 2

Salaried Employee Wage Rates
 Associate Classification

Minimums	Sept 1 2005	Sept 1 2006	Sept 1, 2007	Sept 1, 2008
Level 1	\$23,688.19	\$24,398.84	\$25,130.80	\$25,884.73
Level 2	\$26,122.39	\$26,906.06	\$27,713.25	\$28,544.64
Level 3	\$28,737.87	\$29,600.01	\$30,488.01	\$31,402.65
Level 4	\$31,727.76	\$32,679.59	\$33,659.98	\$34,669.78
Level 5	\$34,778.07	\$35,821.41	\$36,896.05	\$38,002.93
Level 6	\$38,253.50	\$39,401.11	\$40,583.14	\$41,800.63
Level 7	\$42,846.76	\$44,132.17	\$45,456.13	\$46,819.81
Level 8	\$48,453.21	\$49,906.80	\$51,404.01	\$52,946.13
Level 9	\$56,361.14	\$58,051.98	\$59,793.54	\$61,587.34

SCHEDULE "B"

SALARIED EMPLOYEES

A. CLASSIFICATIONS AND RATES

Typical Position Titles

- | | |
|---|--|
| 1. Clerk – General
Assistant Receptionist | 5. Buyer/Traffic Administrator
Lab Technician
Customer Service Representative
Sales & Marketing Coordinator
Maintenance System Coordinator |
| 2. Order Taker/Entry Clerk
Office Services Clerk
Maintenance System Coordinator
Receptionist
Junior Accounting Clerk | 6. Assistant Systems Administrator
Intermediate Accountant
Accounts Payable Supervisor
Product Designer Technologist
Technical Service Rep (Internal)
Quality Technologist
Mechanical Technologist
Product Support Representative |
| 3. Accounts Payable/Receivable
Accounting Clerk
Accounts Payable Supervisor
Administrative Assistant
Sales & Marketing Assistant
Assistant Buyer/Planner
Q.A. Clerk | 7. Manufacturing Engineer
Application Engineer |
| 4. Senior Accounts Payable Clerk
Buyer/Planner
Junior Accountant | 8. Field Services Representative
Quality Coordinator
Production Planner
CNC Programmer
General Accounting Supervisor |
| | 9. Engineering Specialist |

B. HOURS OF WORK AND OVERTIME

The regular workweek defined in Article 7 accepts the notion that salaried employees who are granted the option to work a “flexible” schedule may, with the agreement of the appropriate Department Head, adjust their individual work hours to accommodate fluctuations in the workload.

Employees specifically permitted to work on a “flexible work schedule” are expected to be at work every week day, work an average of eight (8) hours each day, and work a minimum of forty (40) hours per week. Any deviation from this expectation shall require the Employer's approval.

C. MISCELLANEOUS

No employee's regular wage shall be reduced as a consequence of signing this Agreement.

MEMORANDUM OF UNDERSTANDING #1

Between:

Teleflex Canada Inc.
(hereinafter referred to as the "Employer")

And:

**United Steel, Paper & Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)**
(hereinafter referred to as the "Union")

Whereby the Employer wishes to contribute to the employee's personal development, an Educational fund will be set up and managed under the following guidelines:

The purpose of such fund is to offer an employee the opportunity to increase his/her overall employability, and to increase an employee's skill set to benefit both the Employee and the Employer.

Employees wishing to pursue their education may apply for financial education support as follows:

Eligibility:

1. Applicant must be a regular employee having successfully completed his/her probationary period.
2. Employee must be in good standing with the Employer and have a clean disciplinary record (no incidence in the last twenty-four (24) months).
3. Employee must have a clean attendance record (no history of excessive unjustified absence and/or tardiness in the last twelve (12) months other than events out of their control).
4. Employee must complete the course. Should the employee abandon the course for the reasons of his/her own including a voluntary termination, he will authorize the Employer to claim reimbursement through payroll deduction.
5. Application must be to an authorized educational institution which is defined as:
 - a) An accredited college, university, business school, trade school
 - b) An accredited distance learning college
 - c) An accredited high school.

6. Should the employee fail the course, he will not be entitled to apply for further financial education support until twelve (12) months have elapsed.

How to apply:

1. Applicants must apply in writing. All applications will be reviewed at the same time for every session. They will be granted and/or refused by a joint Union/Management committee composed of one Employee Representative member of the bargaining unit for hourly employees and one for salaried employees, one Employer Representative from Operational Management and one from Human Resources.
2. Applicants may apply for a maximum of one (1) course per session.
3. Applications must be received at least 8 weeks prior to approval date. Approvals will be granted the first week of January, April, June and September.
4. Approval will be confirmed in writing prior to registration date.

Criteria for selection:

1. The Committee will select participants based on fairness, chances of success and seniority in keeping with the plan purpose of improving skills set to the benefit of both Employee and Employer.
2. The Committee has the duty to ensure every applicant is considered and has a fair chance of being selected provided he meets the criteria set forth under this plan.
3. The Employee's likelihood of success based on past performance, demonstrated aptitude at work and overall motivation will be considered.
4. The Committee reserves the right to conduct candidate interviews for the purpose of establishing the Employee's overall ability to commit to the project.

Criteria for reimbursement:

1. At all times, registration fees are reimbursed at 100%. Tuition fees are subject to reimbursement as follows:
2. Job related courses are reimbursed at 100% if successfully completed.
3. The employee may require a check payable to the institution or obtain reimbursement upon receipt. Two thirds (2/3) tuition and registration fees may be claimed upon starting the course, the remaining one third (1/3) is payable once the course is completed.

- 4. No job related courses are reimbursed at sixty percent (60%) provided they enhance employability.
- 5. Manuals, mileage, meals, parking fees and other related expenses are to be paid by the employee.

The Employer and the Union agree to run a trial period of twelve (12) months and will review process and the efficiency for such process after the twelve (12) month period.

IN WITNESS WHEREOF: The parties have executed this Agreement at _____, BC this _____ day of _____, 2006

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

TELEFLEX CANADA INC.

MEMORANDUM OF UNDERSTANDING #2

Between:

Teleflex Canada Inc.
(hereinafter referred to as the "Employer")

And:

**United Steel, Paper & Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)**
(hereinafter referred to as the "Union")

The parties agree to the following to assist in the implementation of their commitment concerning human rights and harassment:

1. The Employer agrees to prepare a comprehensive policy addressing human rights and harassment. Such a policy will be presented to the Union Management Committee for review and consultation prior to finalizing same.
2. The policy will include a policy objective; definitions; a description of substantive rights held by all employees, supervisors and managers and, include a process for resolving disputes.
3. The Employer agrees to train all supervisors and managers concerning the contents of the policy.
4. The Employer also agrees to train all employees concerning the contents of the policy. Training will occur during working hours.
5. The training for all staff will be concluded within a reasonable period of time after drafting the policy.
6. The Employer agrees to incorporate the policy into the orientation program for all new employees and, to incorporate same into an employee handbook.

IN WITNESS WHEREOF: The parties have executed this Agreement at _____,
BC this _____ day of _____, 2006

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

TELEFLEX CANADA INC.

MEMORANDUM OF UNDERSTANDING #3

Between:

Teleflex Canada Inc.
(hereinafter referred to as the "Employer")

And:

**United Steel, Paper & Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)**
(hereinafter referred to as the "Union")

Whereas, as a result of arbitration, the parties are instructed to meet for the purpose of creating a job evaluation process resulting in a revised pay structure, it is agreed that:

1. Within thirty (30) days of the publication of the Award the parties will meet to set out the terms of reference for the establishment of a job evaluation process resulting in a revised pay structure for both hourly and salaried employees.
2. The parties will complete such a program by May 31, 2007.
3. The parties will report progress to the Arbitrator, on the following dates:
September 1, 2006, January 2, 2007 and March 31, 2007.
4. The parties are aware that should they be unable or unwilling to participate and compete in the job evaluation process, the Employer will then implement a general wage increase of 3% effective September 1, 2007 and a further 3% increase effective September 1, 2008, plus any applicable increments.

IN WITNESS WHEREOF: The parties have executed this Agreement at _____,
BC this _____ day of _____, 2006

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

TELEFLEX CANADA INC.

