

FLAGG & COMPANY MANUFACTURING LTD.

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PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and his Employees to provide an amicable method of settling differences and misunderstandings which might arise, to further, to the fullest extent possible, the safety and welfare of the Employees, economy of operation, quality of work done, and protection of property, and to elevate the Industry to the highest possible degree.

It is recognized by this Agreement to be the duty of the Employer and the Union to co-operate fully for the advancement of the aforesaid conditions.

ARTICLE 1:00 BARGAINING AGENT'S RECOGNITION

1:01

The Employer recognizes the Union as the sole bargaining authority for all the Employees except office and salespersons.

ARTICLE 2:00 EMPLOYER'S RIGHTS

2:01

The Union recognizes the Employer's right to hire, fire, promote, demote, transfer, or lay off any Employee. The Employer agrees that any exercise of these rights shall not contravene the provisions of this Agreement.

ARTICLE 3:00 UNION SECURITY

3:01

The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the Name and Address of each new Employee and a list showing the names of the Employees who have been terminated or are now on annual vacation, sick leave, W.C.B. and/or leave of absence. All dues remittances and assessments shall be shown on all T-4 slips.

3:02

All Employees shall become members of the Union and shall continue to be members of the Union as a condition of employment.

3:03

The Employer shall hand each new Employee a Union Fees and Dues Deductions Card. The Employee shall complete said cards and return them to the Employer. The Employer shall submit the Union Application Card to the Union within thirty (30) calendar days of the Employee being hired. The Employer shall also retain the dues authorization card. If an Employee is to serve a probationary period, that Employee shall submit the Union application card to the Union within sixty (60) calendar days.

3:04

Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the schedule of fees and dues charged by the Union to its members, the Employer shall make deductions in accordance with the said schedule in respect to all Employees on the effective date of such change.

3:05

Except in the case of an emergency, or for the purpose of training, every piece of equipment, while being used by the Company to earn direct revenue, whether owned by the Company or leased by the Company, shall be operated by a member of the Union.

3:06

In the event of the sale of a majority of the operations of the Employer, it shall be condition of such sale that the purchaser shall assume the Collective Agreement entered into by the Service Employees International Union, Local 244, and the Employer and that the Employees shall retain their seniority in accordance with the contract.

3:07

The Employer agrees to employ no person or persons, except only members of the Union in any of the factories, plants, stores or branches which it presently owns, controls or operates, or in any factory, plant, store or branch which it may own, control or operate during the life of this agreement.

3:08

All new Employees that are hired, shall be notified that the shop is a Union shop and such is conditions of employment.

3:09

The Union shall notify the Employer of the names of Employees who have been elected/appointed Shop Stewards to represent the Union.

3:10

Authorized representatives of the Union shall be permitted to enter the premises of the Employer at reasonable times for the purpose of conducting Union business in respect to the operation of this Collective Agreement. Notice shall be given to the Employer in advance.

3:11

If any Employee ceases to retain membership in the Union the Employer shall, upon being notified to that effect by the Union, in writing, forthwith discharge such Employee.

3:12

A copy of this Collective Agreement shall be posted on the Employee's bulletin board.

ARTICLE 4:00 HOURS OF WORK

4:01

The standard working shift for all shop Employees shall be eight (8) hours worked within eight and one-half (8½) consecutive hours.

4:02

The normal work week shall consist of forty (40) hours per week composed of five (5) eight (8) hour days, with two (2) consecutive days off.

4:03

Shift selection for the daily operation of the Company shall be by seniority only when all other things are reasonably equal. Shift changes on continuous basis to be allowed only in the event of a job vacancy.

4:04

Employees, who are required to perform work of any kind during their lunch period shall be deemed to be working and shall be paid for their lunch period.

4:05

A copy of the schedule shall be posted on the Employee's bulletin board in a place accessible to the Employees. The said schedule shall contain the name of each Employee, their starting and quitting times, and days off each week.

4:06

Where an Employee is scheduled to report for work and is directed by the Employer to report at an earlier time and the Employee arrives as directed and is then told to start at a later time instead the Employee shall be paid from the time he reported to work originally directed by the Employer.

4:07

Any Employee, who reports for work at the request of the Employer, shall be paid a minimum of four (4) hours wages.

4:08

- (A) An Employee, who has worked in excess of four (4) hours in any day shall be given the opportunity to work eight (8) hours that day at his regular wage rate, if work is available.
- (B) The paragraph 4:10 (A) does not apply to Employees working at overtime rates.
- (C) An Employee who works in a higher classification shall be paid at a higher rate for all hours worked with a minimum of two (2) hours pay at the higher rate.

4:09

Every Employee shall have at least eight (8) consecutive hours rest after they have completed a regularly scheduled shift (should they choose to work overtime, their rest period would be reduced by the number of hours worked). If an Employee is recalled to work without having had eight (8) consecutive hours rest, they shall be paid at the overtime rates of pay until they have had eight (8) consecutive hours rest.

4:10

Employees shall be given five (5) day's notice of a change in their scheduled shift and/or work day and/or work week except in cases of emergencies.

4:11

When an Employee's regularly scheduled forty (40) hour work week is changed as a result of shift changes caused by lay-offs, and/or job postings, and is unable to obtain eighty (80) hours of regularly scheduled work within a two (2) week period, such Employee may, at their discretion, waive their consecutive days off to maintain an eighty (80) hour pay period. Such arrangement shall be by mutual consent and shall be in writing.

4:12

- (i) There shall be one (1) fifteen (15) minute unpaid rest period in the first half of each shift and one (1) fifteen (15) minute unpaid rest period in the second half of each shift.
- (ii) There shall be a half ($\frac{1}{2}$) hour unpaid lunch break between the fourth and fifth hour of work.
- (iii) After eight (8) hours of work, there shall be a half ($\frac{1}{2}$) hour meal break if the Employee is to work overtime. This break shall be after four (4) hours if an Employee works Saturday or Sunday.

This schedule is subject to change upon mutual agreement between the Employer and the Employee.

4:13

Wherever there is a shortage of work, the Employer agrees to reduce the number of hours worked between Employees in each department, and not to lay off any employees until such time as each Employee is only working a total of thirty-two (32) hours in each department.

ARTICLE 5:00 OVERTIME AND PREMIUM RATES

5:01

For all Employees, the following overtime rates shall be paid:

- (A) For the first three (3) hours worked in excess of eight (8) hours, one and one-half ($1\frac{1}{2}$) times the regular rate of pay.
- (B) For all hours worked in excess of the first three (3) hours as described above, two (2) times the regular rate of pay.
- (C) Work performed on the Employees "sixth (6th) day" of the work week shall be paid time and one-half times their regular rate for the first eight (8) hours. All hours after that shall be at two (2) times the regular rate.
- (D) For all hours worked on the "seventh (7th) day" of the work week, the Employee shall be paid two (2) times the regular rate.
- (E) The term "sixth (6th) and seventh (7th) day" of the work week applies to Employees who work a five (5) day week. The sixth (6th) day" shall be their first (1st) scheduled day off and "seventh (7th) day" shall be their second (2nd) scheduled day off.
- (F) The banking of overtime is at the option of Employee and Employer.

5:02

For all hours worked on a General or Proclaimed Holiday, named in Article 8:00, two (2) times the regular rate in addition to any other compensation the Employee may be entitled to pursuant to Article 8:00.

5:03

- (A) All overtime, including call-out, shall be allocated to the most senior, qualified Employee within their classification.
- (B) All overtime shall be mutually agreed to between the Employer and the Employees. An Employee shall not be forced to work overtime and his refusal to work overtime shall not be a violation of this Agreement, nor shall it be reason for termination of employment.

5:04

- (A) For all hours worked on Saturday and Sunday the Employee shall receive an additional twenty-five (25¢) cents per hour.
- (B) The Employees designated to co-ordinate weekend service shall receive fifty (50¢) cents per hour premium for hours worked on Saturday and Sunday.
- (C) The above premiums shall be paid for all hours worked, including overtime hours, however, the premium rate shall not be included in the calculation of the overtime rate, but shall be added on top of the overtime rate. Premiums shall also be paid for non-worked General Holidays.

ARTICLE 6:00 CLASSIFICATIONS/WAGE RATES

6:01 WAGE RATES

- (A) Effective January 1, 2003 all Employees shall receive an additional thirty-five cent (35¢) per hour across the board wage increase.
- (B) The wage rates outlined in this Article shall be the minimum paid for the classification. If a wage rate is to be higher than outlined, it shall be discussed between the Employer and the Union.

6:02 PROBATIONARY EMPLOYEES

Probationary Employees, shall receive the rate of pay applicable to the classification in which they are hired less one (\$1.00) dollar

per hour. Definition of probationary Employee is found in Article 10:01(B) (C) (D).

6:03 GENERAL HELPER

- (A) Is an employee hired without previous experience in the Trade.
- (B) Their duties shall include cleaning work pieces, operating a fusion machine, operating a bagging machine, and being assigned simple manual tasks.
- (C) Their duties could include preliminary polishing and stoning techniques and one step color fill procedures with an eye to advancing in these skills
- (D) As soon as the Employee achieves minimum standards, they shall receive \$8.00 per hour.

6:04 COLOR FILL

- (A) \$8.50 to \$10.75 per hour. \$10.00 per hour for consistent, quality production (usually one (1) year. \$10.75 per hour for persons who can fire pins by oven or torch (six (6) months to one (1) year's experience required before firing is commenced.
- (B) Color Fill Skills
to place color in proper recesses by any one of the following three (3) methods:
 - (i) Vitreous Hard Enamel - Includes cleaning of work piece (i.e. pickling and scratch brushing), firing by torch or oven and washing enamel.
 - (ii) Epoxies - Coloring and oven firing
 - (iii) Paints - Coloring by hand and/or spray gun and wiping if necessary.
- (C) Color Fill Proficiency:
To be determined by average output of journey people per standard job requirement (i.e. if the average output of any pin is fifty (50) pins per hour; this average must be attained and maintained to receive journey persons wages). Three (3) to four (4) standard jobs to establish average.
- (D) As of January 1, 2003, the department head shall receive a wage rate of eleven dollars and thirty-five (\$11.35) cents per hour. An employee has to have two and a half (2 1/2) years experience in this position.

6:05 STONER/POLISHER

- (A) (i) \$8.50 to \$10.75 per hour. \$10.75 per hour is attainable in this category if second (2nd) firing of pieces is learned (one (1) year's experience required before second (2nd) firing is commenced).
- (ii) After two and a half (2 1/2) years the wage rate shall be twelve dollars and fifty (\$12.50) cents per hour.
- (iii) After five (5) years the wage rate shall be thirteen (\$13.00) dollars per hour.
- (B) Stoning/Polishing Skills:

To operate stoning and polishing machines. Also includes general maintenance of machines.

6:06 PRESS OPERATOR

- (A) A press operator will operate a punch and hydraulic press. They shall also need to know tool and die set up and take down, cleaning and sharpening of tools and dies, plus the general maintenance of machines.
- (B) Rates of Pay
 - (i) \$10.95 - the first year in this classification
 - (ii) \$11.95 - the second year in this classification

6:06 (B) (Cont'd)

- (iii) \$12.95 - the third year in this classification
- (iv) After five (5) years the wage rate shall be thirteen dollars and fifty (\$13.50) cents per hour.

6:07 ELECTROPLATER

- (A) \$11.95 - \$12.95 per hour.
- (B) Electroplating Skills

To make up, maintain, trouble-shoot and operate electroplate solutions for copper plate, bright nickel, antique nickel, gold and silver.

6:08 TOOL AND DIE MAKER

- (A) (i) \$12.95 - \$14.50 per hour.

(ii) After five (5) years the wage rate shall be fifteen (\$15.00) dollars per hour.

(iii) Tool and Die Maker Skills

To make blanking tools and dies, enameling dies and heat treating of same.

6:09 CHARGE HAND

- (A) An Employee who is under the supervision of the shop foreman. A charge hand shall assist the shop foreman in, coordination of workload allocation; studying of work schedules and estimation of man hour requirements for completion of job assignments; relaying company policies to Employees; ensuring that Employees practice safety regulations and practices; originating work orders and assignment of work to Employees; establishing or adjusting of work procedures to meet schedules. The charge hand may recommend changes to, improve performance of equipment, manpower, working conditions and may carry out such changes if approved by the shop foreman. The charge hand may assist in the training of new Employees, solving on the job procedure problems Employees may experience, and generally maintains efficiency, safety, good work habits, and morale of his co-workers, and may confer with other charge hands to co-ordinate departmental schedules of work completion.
- (B) A charge hand shall not take disciplinary action against an Employee, nor shall he be imposed upon to do so. It is recognized that the charge hand shall have to answer to the shop foreman for any deficiencies in workload completion.

6:10

It is agreed that semi-annually there will be a wage re-opener.

6:11

In the event of the Employer hiring Employees, and/or creating a classification during the Life of this Agreement, and where a classification and/or wage rate is not contained within this Agreement, said classification, job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by Amendments. If the parties are unable to agree on the matters involved then either party may take up Grievance Procedures and/or Arbitration to effect a settlement.

ARTICLE 7:00 PAYMENT OF WAGES

7:01

- (A) Employees shall be paid every second Friday, all wages due to them, up to and including the previous Friday. The Employee's pay cheque shall have a separate statement outlining the hours worked, the rate of pay, and all deductions.
- (B) If the Friday is a general or proclaimed holiday, pay day will be the previous day.
- (C) Employee's pay cheques will be available at the office.

7:02

- (i) Where the Employee terminates his employment, the Employer shall pay to the Employee all wages earned by same, within six (6) calendar days after the termination of employment.
- (ii) Where the employment of an Employee is terminated by the Employer, the Employer shall pay to the Employee all wages earned by same upon the termination of the employment. If termination occurs at times other than Office hours, termination shall be payable on the next office working day.
- (iii) At the time of termination, the Employee shall receive their Record Of Employment.

7:03

Wage or wages includes salaries, commissions, overtime accrual or any compensation for labour or services measured by time, piece or otherwise and includes the pay to which an Employee is entitled.

ARTICLE 8:00 GENERAL HOLIDAYS

8:01

The following general holidays shall be recognized by the Employer:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY

and all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

8:02

Employees who have established seniority and who have worked the last working day scheduled by the Employer within seven (7) days

previous to the general or proclaimed holiday and who work the first (1st) working day scheduled by the Employer within seven (7) days following the general or proclaimed holiday, shall receive their regular day's wages for such holiday. Employees who are hired within thirty days of a statutory holiday shall be paid statutory holiday based on dividing the Employees total wages, excluding overtime wages, by the number of days worked.

8:03

An Employee's refusal to work on a general or proclaimed holiday shall not be a violation of this Agreement and such refusal shall not be a reason for discipline or termination of employment.

8:04

In the event of a general or proclaimed holiday falling on an Employee's regular day off, they shall receive:

- (A) another day's wages; or
- (B) another day off with pay; or
- (C) a banked holiday.

This will be done by mutual agreement between the Employer and the Union.

8:05

If a general or proclaimed holiday falls during an Employee's annual vacation, they shall receive an extra day's vacation with pay in lieu thereof.

8:06

In the event of any of the foregoing General Holidays falling on a Sunday, the Monday following, shall be recognized by the Employer as the General Holiday.

8:07

In the event of any of the foregoing General Holidays falling on a Saturday, the Employer shall recognize as a General Holiday the day that is recognized by the Community as the General Holiday; i.e. Federal, Provincial or Municipal Governments.

8:08

Where the Employer and the Union agree as above to recognize as the General Holiday a day other than the calendar date, then the Employer shall not be required to pay premium rates for the calendar date of the General Holiday.

ARTICLE 9:00 ANNUAL VACATIONS

All Employees shall receive Annual Vacations in accordance with the following:

9:01

- (i) Employees who have not completed one (1) year's employment shall be paid Vacation Pay based on four (4%) percent of their total earnings and may take one (1) week's vacation.
- (ii) Employees who have completed one (1) year's employment of any year shall receive and take a vacation of two (2) weeks with pay based on four (4%) percent of their total earnings for the past year, that year and each year thereafter, except:-

9: 01 (Cont'd)

- (iii) Employees who have completed five (5) years of employment of any year shall receive and take a vacation of three (3) weeks with pay based on six (6%) percent of their total earnings for the past year, of that year and each year thereafter, except:-
- (iv) Employees who have completed twelve (12) years of employment any year shall receive and take a vacation of four (4) weeks with pay based on eight (8%) percent of their total earnings for the past year, of that year and each year thereafter.
- (v) All Employees who have completed twenty (20) years of employment of any year shall receive and take a vacation of five (5) weeks with pay based on ten (10%) percent of their total earnings for the past year,, of that year and each year thereafter.
- (vi) The term "total earnings" as used for the calculation of vacation pay as described within this Collective Agreement shall include all earnings in the entitlement years described above including annual vacation pay which the Employee received during the entitlement year.

9:02

The Employer shall post a vacation schedule sheet on the Employees

bulletin board no later than October 31st of each year and the Employees shall post their desired vacation periods on the schedule no later than January 31st. The Employer shall confirm vacation periods, in writing, by March 1st. If an Employee does not choose a vacation period by January 31st, they will have to choose from the available times after March 1st.

9:03

All Annual Vacations shall be taken within the twelve (12) month period commencing June 1st and ending May 31st.

9:04

Any Employee wishing to change their vacation schedule may do so subject to availability.

ARTICLE 10:00 SENIORITY

10:01

(A)

(i) Seniority shall start at the commencement of employment after an Employee has completed the probationary period. When an Employee completes their probationary period, their seniority shall be calculated from their date of hire. Seniority shall be defined as days worked.

(ii) Seniority lists shall be posted by the Employer on the bulletin board, twice per year showing the seniority of each Employee up to their last working day. Copies of the seniority list shall be sent to the Union.

10:01 (Cont'd)

(B) All new Employees shall serve a probationary period of ninety (90) calendar days (the "probationary period"). Should the Employee not be available for work or be laid off by the Employer due to the reduction of the work force the probationary period shall cease to run and shall not recommence until the Employee returns to work. During the probationary period the Employer shall assess the Employee's suitability as an Employee. Provided that, the Employer may dismiss any probationary Employee who it, in its own

discretion, determines to be unsuitable. A probationary Employee may be dismissed at any time during the probationary period.

- (C) A probationary Employee shall not exercise seniority rights during the probationary period. However, upon successful completion of the probationary period the Employee's seniority shall date from his date of hire.
- (D) Within the probationary Employee group the principle of "last on first off" shall apply in the event of the reduction of the work force.

10:02

Seniority shall continue to accrue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. Said leave of absence shall be requested in writing by the Employee and said leave of absence shall be granted in writing. A leave of absence shall be at the Employer's discretion. However, such leave shall not be unreasonably withheld, having consideration for the Employer's operational requirements.

10:03

Seniority shall continue to accrue when an Employee is off work due to illness or non-occupational injury for the period that the Employee is covered through Employment Insurance Sick Leave Benefits or any other wage replacement plan that may be in effect.

10:04

Seniority shall continue to accrue when an Employee is off work on account of an injury received on the job. The Employee shall return to their last position when they are fit to return to work.

10:05

In the event of lay-offs due to the reduction of the working forces, seniority shall be the deciding factor, competency considered, that is, the Employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay-offs shall not be used for discipline or discharge purposes.

10:06

An Employee, whose lay-off exceeds one (1) calendar year shall lose their seniority and be terminated.

10:07

An Employee, who has been laid off and fails to return to work within forty-eight (48) hours after receiving notice to return to work, shall lose their seniority and shall be terminated. It is the sole responsibility of an Employee who is laid off to leave with the Employer a telephone number where he may be contacted. The Employer shall also notify the Union Office when the forty-eight (48) hours notification is to be issued.

10:08

- (A) When an Employee who has been off work due to illness, non-occupational injury or occupational injury; and has not returned to work after either exhausting the wage replacement coverage benefit or fails to return to work after receiving clearance to return to work by the compensation board, then, it shall be the sole responsibility of that Employee to notify the Employer of the situation preventing him from returning to work.
- (B) An Employee who has not so notified the Company and fails to return to work within forty-eight (48) hours after receiving notice to return to work, such Employee shall lose his seniority.

10:09 **BEREAVEMENT LEAVE**

- (A) When death occurs to a member of an Employee's immediate family the Employee shall be granted upon request a three (3) day leave of absence. Said Employee shall be compensated at their regular hourly rate of pay for actual hours lost. Members of the Employee's immediate family are defined as the Employee's Spouse, Mother, Father, Sons and Daughters. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Step-Mother and Step-Father shall be deemed as Mother and Father.
- (B) In addition if the Employee is notified of the death while they are working they shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

10:10 **JURY DUTY**

- (i) An Employee who is summoned to appear as Juror or witness shall receive his regular wages during such time, providing such time is on his regular scheduled work days. The Employee shall assign all monies received by him for such "Court" duties to the Employer except traveling expense and meal allowances not paid for by the Employer.
- (ii) If an Employee is summoned to appear as a Juror or

witness at a time that may effect the productivity of the Employer, the Employee shall attempt to arrange, through the Sheriff Department, an alternate date.

ARTICLE 11:00 GENERAL

11:01 CONTRACTING OUT

- (A) The Company agrees that work normally and/or presently performed by Members of the bargaining unit will not be let out to contract or hired out if appropriate company equipment and/or personnel is available for this work and members of the bargaining unit normally performing this work would be laid off or not returned to the active payroll as a result.
- (B) The Company agrees not to contract or sub-contract out work that falls within the bargaining unit as described in the Certification, without the written agreement of the Union.
- (C) All work undertaken by the Employer shall be performed by Employees as described within the certificate of bargaining authority.

11:02

Shop-Stewards shall be recognized by the Employer, and the Union agrees to notify the Employer as to the Shop-Steward's name.

11:03

- (A) The Employer shall allow time off work with one-half (½) pay to any person who is serving on a Union committee for purposes of discussions with the Employer.
- (B) The Employer shall allow time off work without pay to any person who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operations of the business, and there shall be no more than two (2) Employees from the bargaining unit off at any one (1) time subject to operational requirements.

11:04

No Employee shall be asked, and no Employee shall, offer to make a written or verbal agreement and/or contract with the Employer inconsistent with or variance with the terms of this Agreement.

11:05

- (A) Where the Employer requires an Employee to wear a uniform or any special clothing, the Employer shall supply, launder and maintain such clothing in good condition. Where any question

arises as to special clothing for any unusual work condition, the questions shall be settled by mutual agreement between the Union and the Employer.

- (B) The Employer shall pay a clothing allowance once per year. The total will be fifty dollars (\$50.00) for all Employees.

11:06

- (A) The Union shall not sanction any strike, stoppage or cessation of work, or picketing, for the duration this Collective Agreement, and there shall be no deliberate interference with the operations of the Company.
- (B) There shall be no lock-out or collective action by the Employer.
- (C) There shall be no violation of the Collective Agreement or cause for discipline for any member who in performance of his duties refuses to circumvent or cross a picket line recognized by the Union, or to refuse to perform any or all duties arising from the Company's discretion to circumvent a picket line.

11:07

When an Employee suffers from an occupational injury and/or occupational illness he shall resume his regular duties when he receives clearance to return to work by his doctor and/or the Workers' Compensation Board. Where an Employee is advised by the doctors and/or the Workers' Compensation Board that he should have a different type of workload, the Employer shall endeavor to facilitate this condition of employment, if the Employer has such work available. The Employee shall not suffer any loss of seniority and/or benefits.

11:08

A Union notice board shall be provided for the shop personnel. These boards are to be used for notices pertaining to the Employees only.

11:09

The Company agrees to the replacement of tools subject to the following:

- (A) Replacement only of Employee's existing tools and subject to normal use and wear. This is subject to the Employer's pre-approval of the purchase.
- (B) Tools damaged due to carelessness and abuse will not be covered.

ARTICLE 12:00 JOB VACANCIES AND POSTINGS

12:01

- (A) Seniority shall be the deciding factor in filling job vacancies providing the Employee has the qualifications and ability to perform the work to be done.
- (B) In the event a senior Employee is not successful the Employer shall advise the Union of their decision

prior to filling the job vacancy.

12:02

- (A) Where a job vacancy occurs the Employer shall post a notice indicating that there is a vacancy, describing the working hours, the working week, and the job classification of said vacancy. The posting shall be made for seven (7) days, Monday through Sunday. Monday being considered as the official posting date. If the vacancy is filled prior to the end of the posting period it shall be on a temporary basis until the end of the posting period.
- (B) If a senior eligible Employee is on annual vacation, Workers' Compensation benefits or Sick Leave during the entire seven (7) days of job posting, the Employer shall contact the Employee and notify them of a job vacancy. The Employee shall have seven (7) days to apply for the posting, from the date of notification.

12:03

An Employee wishing to apply for overtime work, General or Proclaimed Holiday work or a job vacancy shall sign a list posted by the Employer, should the Employee wish to remove their name from this list, they shall indicate this on the list in writing and sign it.

12:04

For the purpose of overtime postings or general and proclaimed holiday postings for work, the procedures described within this Agreement shall apply for consideration of who is eligible for such work. It is the sole responsibility of an Employee wishing to be phoned for overtime work to leave the Employer their correct home phone number.

12:05

- (A) Lay-offs as per Article 10:08 of the Collective Agreement, shall be by seniority.
- (B) Employees shall have the following options:
 - (i) To accept the lay-off and await recall thereby retaining seniority for a maximum of one (1) calendar year, after which time, if not recalled he would be terminated receiving all monies due them; or

12:05 (B) Cont'd

- (ii) The Employee may exercise their seniority to occupy a job for which they are qualified and which is held by an Employee with less seniority. This Employee may then use their seniority to determine shift selection (starting times and days off). Selection shall be limited to those starting times and days off of those Employees with less seniority.

ARTICLE 13:00 GRIEVANCE PROCEDURE AND ARBITRATION

13:01

- A) Any grievance in dispute arising out of the interpretation, application and/or operation of this agreement that may arise, shall be promptly discussed and the parties hereto shall diligently cooperate in an effort to adjust such grievance and/or dispute at the earliest possible opportunity.
- B) If the matter is not resolved at Step A, a grievance shall be filed in writing with the Employer within

fifteen (15) days of discover of cause for complaint by reason of the matter not being resolved.

- C) The Employer shall provide the Union with a written response to the grievance within seven (7) days of receiving the grievance.

13:02

During the investigation of a grievance, the Employee or Business Agent, shall be entitled to review the Employee's personnel file.

All Employees shall be given copies of all information with regards to discipline, prior to this information being placed in their file.

An Employee may review his/her file for personal reference.

13:03 LETTER OF DISCIPLINE

No Employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to disciplinary action being taken.

- (A) A copy of a document placed on an Employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the Employee and the Union office.
- (B) The Employee's reply, if any, to such document shall also become a part of the Employee's file.
- (C) Documents referred to in (A) will become void after thirty (30) calendar months unless there have been subsequent documented incidents of a similar nature.
- (D) All letter of discipline shall provide an Employee with the option of accepting or disagreeing with the discipline which shall be indicated by the employee's signature.

13:04

Any grievance and/or dispute between the Employer and the Union, involving the interpretation, application, operation, or any alleged violation of this Agreement, may be referred by either party to Arbitration.

13:05 SINGLE ARBITRATOR

By mutual agreement the Union and the Employer may select a Single Arbitrator to resolve the dispute in accordance with the Grievance Procedure and Arbitration Article of the Collective Agreement. Failing to agree on a Single Arbitrator, the provisions of a three (3) man Board will apply.

13:06

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, NEIL HAGGQUIST, or a substitute agreed to by the parties, shall at the request of either party:

- (A) investigate the difference;
- (B) define the issue in the difference, and

- (C) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

13:07

Any grievance and/or dispute that is not resolved by negotiations between the Employer and the Union within fourteen (14) days after negotiations have begun, either party may request, in writing, that the Grievance and/or dispute be referred to Arbitration. This time period may be extended by mutual agreement of both parties. The party desiring Arbitration shall notify the other party, in writing, setting forth the matters to be arbitrated and naming a Representative to the Arbitration Board. The party receiving such notice shall, within five (5) days, appoint a Representative to the Arbitration Board by notifying the other party's Representative. If either party fails to appoint or select its Representative within the time specified herein, the other party may apply to the Labour Relations Board to make the appointment.

13:08

The two (2) Representatives appointed shall meet and, within forty-eight (48) hours after appointment, shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within three (3) clear days, either of them may request the Labour Relations Board to appoint a Chairman.

13:09

The Arbitration Board shall meet as soon as may be convenient after its appointment, and shall hear the parties to the dispute present their arguments pursuant to the Terms of Reference.

13:10

The Arbitration Board shall have the authority and power, if it deems proper, to order that any Employee, who has been wrongfully discharged, suspended or otherwise disciplined, shall be reinstated in his employment without loss of pay and with any other benefits restored that he may have lost as a result of such discharge, suspension or disciplinary action.

13:11

The Arbitration Board shall not have the power or the authority to add to, subtract from, alter, or to amend this Agreement in any respect, or to award damages, or costs against either party.

13:12

The Arbitration Board shall make its award known to the parties, in writing, within ten (10) days after concluding its Hearings, or as soon thereafter as may be conveniently arranged. A majority decision of the Arbitration Board shall constitute the award. The award shall be final and binding on both parties.

13:13 FAST TRACK MED/ARB PROCESS

- (A) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (B) The outcome will be binding on the parties.

- (C) The cost will be born in accordance with Section 103 of the Labour Relations Code. i.e. Employer one-half (½), Union one-half (½).
- (D) The procedure may be used after Step One or Step Two of the Grievance Procedure.
- (E) No Legal Counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
- (F) The number of cases to be heard at any given time will not exceed three (3).
- (G) The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (H) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
- (I) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (J) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (K) General Rules of evidence will be waived except for the rule of "onus".

13:14

With respect to grievances involving customer complaints, the following will apply:

- (A) The person to whom the complaint was given be called to testify;
- (B) Bargaining Unit or Staff Employees who can provide direct evidence with respect to the evidence be called to testify;
- (C) Wherever possible, the complaint be committed to writing, in the customers own handwriting;
- (D) Prior to the Hearing, the parties discuss the evidence so there are no surprises.

13:15

The Mediator/Arbitrator will be selected on a rotating basis.

ARTICLE 14:00 SAFETY

14:01

An Employee who has to leave work as a result of a work related injury and/or illness as covered by the W.C.B. shall be paid for the remainder of the Employee's scheduled hours of work for that day at their regular rate of pay.

14:02

It is the desire of both parties to this Agreement to maintain the highest standard of safety. No Employee shall be required to, and no Employee shall, perform any work in a hazardous manner or operate any faulty equipment.

14:03

All unsafe working conditions and/or equipment shall be reported by the Employee promptly and the and the Employer shall correct each defect forthwith.

ARTICLE 15:00HEALTH AND WELFARE

15:01

The Employees will receive an additional thirty-five cents (35¢) per hour above their regular wage rate in lieu of Health and Welfare benefits.

15:02

Employees returning to work after an absence for illness of four (4) days or longer or after repeated absences for illness shall, upon request by the Employer, provide to the Employer a medical certificate completed by a licensed medical practitioner establishing that the Employee is fit to work.

15:03

Where the Employer requires a medical certificate from the Employee, the Employer shall pay the cost of obtaining said certificate and may request the Employee to go to a Doctor of the Employer's choosing; the Employee retains the right to go to his Doctor at his own cost.

ARTICLE 16:00LIFE OF AGREEMENT AND RENEWAL

16:01

This Agreement shall become effective as of the 1st day of January, 2002 and shall remain in full force and effect until the 31st day of December, 2003, and renew itself without change on the 1st day of January, 2004 and each succeeding January 1st thereafter unless written notice is served on the one (1) party by the other party to commence negotiations for a new Agreement to supersede this Agreement within the four (4) month period prior to the 1st day of January, 2004 or the 1st day of January of any year thereafter.

16:02

The parties hereby agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code of B.C.

16:03

In the event that one (1) party serves notice on the other party to commence negotiations for a new Collective Agreement in accordance with 17:01 above, all provisions of this Agreement shall remain in full force and effect until a new Agreement has been executed.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

THIS _____ DAY OF _____, _____.

FOR THE COMPANY:

FOR THE UNION:

FLAGG & COMPANY
MANUFACTURING LTD.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

REGINALD K. WALES
COMMITTEE PERSON

ROBERT FLAGG
PRESIDENT

ROGER F. FITZPATRICK
BUSINESS AGENT

LETTER OF UNDERSTANDING #1

RE: UNSCHEDULED WORKERS

In the event that an individual is hired to do temporary relief work (unscheduled workers/helper category) and is brought back to work within one calendar year of their initial hire, that Employee shall be required to pay one initiation fee. After the anniversary date, if the Employee is brought back to work, that Employee shall be required to pay the initiation fee and the intent of this Letter of Understanding start again.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

THIS _____ DAY OF _____, _____.

FOR THE COMPANY:

FLAGG & COMPANY
MANUFACTURING LTD.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244

REGINALD K. WALES
COMMITTEE PERSON

ROBERT FLAGG
PRESIDENT

ROGER F. FITZPATRICK
BUSINESS AGENT

FLAGG & COMPANY MANUFACTURING LTD.

**#12-319 West Pender Street, Vancouver, B. C. V6B 1T4
Telephone: 681-2459**

2002 & 2003