

# **COLLECTIVE AGREEMENT**

**Between**

**I.C.I. CANADA INC.**

**And**

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

**2006 - 2008**



Effective: November 1<sup>st</sup>, 2006 – October 31<sup>st</sup>, 2008

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**THIS AGREEMENT ENTERED INTO**

**BETWEEN:**

**ICI CANADA INC.  
Unit #1 - 7560 Vantage Way  
Delta, BC. V4G 1H1**

**(hereinafter referred to as the "Company")  
PARTY OF THE FIRST PART**

**AND:**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114  
326 - 12th Street, 1st Floor  
New Westminster, BC. V3M 4H6**

**(hereinafter referred to as the "Union")  
PARTY OF THE SECOND PART**

**ARTICLE 1 - BARGAINING AGENCY AND DEFINITION**

**1.01 Recognition**

The Company recognizes the Union as the sole collective bargaining agency of all employees, as set out in the Certificate of Bargaining Authority, and this contract and all clauses herein, shall apply to all such employees or jobs performed by such employees.

**1.02 Employee Definition**

The term "employee" as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.

**1.03 Work Retention and Contracting Out Restrictions**

All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, who are eligible to become members under Article Three (3) herein. No work which the employees perform or can perform shall be sub-contracted out. It is understood that the Company may use outside agencies to perform services not normally performed by employees, i.e. painting, construction trades, janitorial, etc., however, they shall be covered by a collective agreement wherever practicable.

## **ARTICLE 2 - MANAGEMENT**

### 2.01 Subject to the Terms

Subject to the terms of this Agreement and without limiting any other pre-existing rights of the Company, the management of the Plant and direction of the employees, including the right to hire, promote, demote, transfer, suspend or discharge, the arrangement of equipment, the scheduling of work and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees and provided further that Management rights under this Article shall not be exercised in any way inconsistent with or in violation of any of the terms or provisions of this Agreement. The Employer also agrees that the exercising of these rights shall be done in a just and reasonable manner.

### 2.02 Change of Work and the Right to Grieve

The Company also reserves the right to change the nature of the work either on a temporary or permanent basis. Any such action which results in individual injustice in the opinion of the Union shall be considered a discussible grievance.

## **ARTICLE 3 - UNION SECURITY**

### 3.01 Union Shop

All employees shall be required to be a member of the Union as a condition of employment with the Company.

### 3.02 Dues Deduction Authorization

The Company shall have each employee, as a condition of employment, sign the prescribed authorization form authorizing the Company to implement the provisions of Article 3.03 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.

### 3.03 Union Dues Deducted Monthly

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, signed by each employee, such sum by way of monthly dues and/or assessments as may be fixed by the local Union.

#### 3.04 Remittance to the Local Union

The total amount so deducted, with an itemized statement of the same in duplicate, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month immediately following, in the manner provided for in subsection (d) hereof. Cheques shall be made payable to the local Union Secretary-Treasurer and forwarded to the local union.

#### 3.05 Monthly Dues Remittance

The Company shall, every three months, provide to the Union the names, addresses, telephone numbers and classification of employees from whose wages the deductions have been made, and the amount so deducted from each employee. The Company shall also provide the Union with any changes as they occur. The foregoing will be provided by the Company's B.C. office.

#### 3.06 Introduction to the Steward

Each new employee will be introduced to a Steward before starting work or as soon as possible according to the availability of a Steward. At that time, the Steward shall arrange for the employee to become a member of the Union.

### **ARTICLE 4 - UNION ACTIVITIES**

#### 4.01 Union Leave (Unpaid)

The Company shall allow time off work, without pay, to one (1) person who is serving as a Union delegate to any conference or function, provided the Company is given at least ten (10) calendar days notice and it does not adversely affect the business operation. When making requests for leave under this Clause the Union will give reasonable consideration to the Employer's business concerns, and in general, the Employer will not unreasonably deny requests made under this clause.

#### 4.02 Grievance Handling Paid Leave

A Shop Steward shall, after first obtaining permission from the Supervisor, be allowed reasonable time off during working hours (at straight time rates) for the investigation, discussion and handling of grievances. (This shall not exceed 2 persons – Shop Steward and Grievor, unless otherwise agreed to by the Employer.) It is understood that the time permitted investigating / handling a grievance may be interrupted by the Company when business operations require the employee's presence on the job.



#### 4.03 Leave of Union Bargaining Committee

- a) The Union shall select up to two (2) bargaining unit members to participate in collective bargaining negotiations. Employees shall be paid eight (8) hours per day at their straight time hourly rate of pay for all days spent in negotiations.
- b) All time off work under this clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.

#### 4.04 No Discrimination

No employee who acts within the scope of this Article shall lose their job or be discriminated against for so acting.

#### 4.05 Union Bulletin Board

The Union shall have the exclusive use of one (1) bulletin board on the premises of the Company and provided by the Company for the purpose of posting papers, notices, etc., which may be of interest to Union members. Postings shall not be libellous or malicious in their content. All such materials must be authorized by the signature of the Chief or Assistant Chief Steward and a copy shall immediately be provided to the Company prior to posting.

#### 4.06 Access by Union Representatives

Representatives of the Union shall have access to the Company's premises, providing they do not cause workmen to neglect their work and having first obtained clearance from the Company.

#### 4.07 Copy of the Agreement

The Company agrees to pay up to one-half the cost to provide a copy of the collective agreement printed in a Union Shop in a pocket-sized form to all employees. In addition, the Company shall provide an updated booklet of all benefit plans incorporated into this Collective Agreement.

#### 4.08 Protection of Rights

It shall not be a violation of this Agreement and it shall not be cause for discipline if any employee or employees refuse to go through the legal picket line of a Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from, or to make

pickup from (or deliveries to) establishments where legal picket lines, strikes, or lockouts exist.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

### 5.01 No Strikes or Lockouts

It is agreed that there shall be no strikes, walk-outs, or other interruptions of work, during the currency of this Agreement.

### 5.02 Not Without Union Sanction

It is agreed that there shall be no strikes, walk-outs, or other interruptions of work, upon the termination of this Agreement, except with the express and specific sanction of the Union signatory of this Agreement.

## **ARTICLE 6 - HOURS OF WORK**

### 6.01 Work Day and Work Week Defined

#### (a) Work Day and Work Week Defined

Employees will be scheduled on the basis of five (5) days of eight and one half (8 ½) regular hours of work per day (unless modified by 6.02 below) and forty (40) hours per week, Monday to Friday. Day shift will be scheduled within the hours of 6:00 a.m. to 5:30 p.m. The Parties agree there is no weekly guarantee of hours.

#### (b) Time In Excess of Forty Hours

It is agreed that time in excess of eight (8) hours per day and forty (40) hours per week may be worked to permit continuing efficient operation of the plant; such work to be paid for under the appropriate overtime provision.

### 6.02 Paid Rest Periods

A fifteen (15) minute rest period, during the first four (4) hours of every shift shall be granted to all employees, to be taken on Company property. The second fifteen (15) minute rest period may by mutual agreement be voided in lieu of all employees leaving fifteen (15) minutes early.

### 6.03 Wash Up Periods

The Parties have established the following wash up periods:

(a) End of Work Day

- (i) In the Paint Manufacturing Department, fifteen (15) minutes will be allowed.
- (ii) In other departments, said fifteen (15) minutes will be allowed, if in the opinion of the foreman of that department, time to clean-up due to excessive dirtiness if justified.
- (iii) Otherwise, in all other departments of the plant and warehouse, a five (5) minute wash-up period will be allowed.

(b) Lunch

All employees will be granted a five (5) minute wash-up period before the lunch break.

(c) Violation of the Wash-Up Rule

Any employee found violating the rules in (a) or (b) above, shall be required to punch out immediately, for that day.

6.04 Lunch Period Defined

There will be a half-hour ( $\frac{1}{2}$ ) unpaid lunch break for all employees after the first four (4) hours of work on a scheduled shift of eight (8) or more.

6.05 Working Through the Lunch Period

When an employee is required to work through his lunch period he shall be allowed thirty (30) minutes to consume his lunch within one (1) hour of his regular lunch period.

6.06 Shift Premiums

(a) Shift Premiums Before 6 A.M. or Ending After 5:30 P.M.

A shift starting prior to 6:00 a.m. or ending after 5:30 p.m. for the convenience of the Employer shall be paid at the rate of thirty cents (\$0.30) above the regular rate for the entire eight (8) hour shift and for continuous hours worked in overtime.

(b) Shift Premiums Before 5:00 A.M. or Ending After 6:30 P.M.

If an employee is required to work a shift which starts or finishes outside the hours of 5:00 a.m. to 6:30 p.m., seven (7) hours will constitute a full shift and be paid for as eight (8) hours he shall be paid an additional premium of thirty cents (\$0.30) per hour for the continuing hours so worked.

(c) Shift Premiums Not Included in Overtime

Shift-differentials shall not be included with the employee's job rate for the purpose of calculating overtime payments.

6.07 Shift Rotation

When shifts are required in an area or classification the Company shall distribute the shifts equally amongst the employees within that area or classification.

6.08 Clocking Out Procedures

No employee shall leave the plant before the actual quitting time unless clocked out for that day.

6.09 Clocking In Procedures

Any employee, who is not in the plant at three (3) minutes past his regular starting time as indicated on his time card shall not be considered to have started until the next fifteen (15) minute period after his actual starting time. For example, 8:03 considered started at 8:00; 8:04 considered started at 8:15.

6.10 Reporting to Work Procedures

A worker, who is unavoidably prevented from reporting to work at his regularly scheduled starting time, shall, whenever reasonably possible, notify the Plant Manager of that fact, preferably fifteen (15) minutes before, but not later than fifteen (15) minutes after his regularly scheduled starting time.

6.11 Allowance for Limitation of Work

(a) If any employee reports for work at his regularly scheduled reporting time and no work is provided he shall receive four (4) hours pay at straight time for so reporting, providing that such employee had not been notified twelve (12) hours or more prior to his regularly scheduled reporting time that he should not report for work.

- (b) If any employee has worked less than four (4) hours, he shall receive a minimum of four (4) hours, but less than eight (8) hours, he shall receive eight (8) hours pay.

## **ARTICLE 7 - STATUTORY HOLIDAYS**

### 7.01 Recognized Days

The following shall be recognized as Statutory Holidays during the contract years:

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

and any holiday as may be declared either Provincially or Federally.

### 7.02 Qualifiers for Pay

In addition to any other compensation earned under the provisions of this Agreement, any employee who is on the Company's payroll on any of the foregoing recognized Statutory Holidays, shall be granted eight (8) hours pay at the straight time rate of pay, at which the employee is classified on the day of the holiday, provided that:

- (a) The employee was on his regular authorized vacation.
- (b) The employee was unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board. In such event such employee shall be entitled to Statutory Holiday pay for the period of twelve (12) months following the date of the accident.
- (c) The employee was absent due to a bona fide accident or sickness verified by a doctor's certificate at the Company's request.
- (d) The employee did not work the full day specified above on his regular schedule because of an exchange in regularly scheduled days as agreed upon between the employees and approved in advance by the Plant Manager resulting in a change of such regular working schedule, provided that the employee actually worked the changed schedule agreed upon.

- (e) The employee was absent on one or both days due to Compassionate Leave in respect of bereavement as defined in Article 18.
- (f) The employee was absent on one or both days due to service on a jury as defined in Article 17.
- (g) The employee was absent on one of the days specified, due to a leave of absence, approved in advance, by the Company.

An employee must have worked a full working day of eight (8) hours of the last day of his regular schedule prior to such holiday, and a full working day of eight (8) hours on the first day of his regular schedule following such holiday. An employee will also be eligible for holiday pay under the following circumstances.

#### 7.03 New Employee Qualifiers

- (a) Any new employee must have been on the Company's payroll for not less than twenty (20) working days immediately preceding the holiday and
- (b) Such new employee must have worked a minimum of one hundred and four (104) hours during such twenty (20) working days qualifying period.

### **ARTICLE 8 - VACATIONS**

#### 8.01 Not Less Favourable Than Legislation

It is hereby understood and agreed that in the application of the following provisions governing vacations and vacation pay, no employee shall be treated less favourably than is provided for under Part 4 - Annual Vacations provisions of the Employment Standards Act of B.C.

#### 8.02 Vacation Period Defined

The vacation period shall be the twelve (12) month period commencing on May 1st and ending on the following April 30th.

#### 8.03 Vacation Entitlement and Vacation Pay

- (a) Less Than Three Years

Employees on the Company's payroll on July 1st who have been continuously employed by the Company for the full twelve (12) months of the preceding vacation period and who have worked at least three-

quarters (3/4) of the full-time hours available on their jobs during that twelve (12) month period, shall be granted two (2) weeks vacation with pay. Pay for such two-week vacation shall be four percent (4%) of the employee's actual earnings during the vacation period in which the vacation was earned, or, two weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

(b) Three Years But Less Than Nine Years

Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for three (3) or more years, shall be granted three (3) weeks vacation with pay. Pay for such three-week vacation shall be six percent (6%) of the employee's actual earnings during the immediately preceding vacation period, or, three weeks base pay computed on the employee's regular job rate at the time he goes on vacation, whichever is greater. However, employees who have been laid off for more than six (6) months in the immediately preceding vacation period shall receive vacation pay on the basis of six percent (6%) of the employee's actual earnings during the immediately preceding vacation period and vacation time shall be pro-rated.

(c) Nine Years But Less Than Fifteen Years

Employees on the Company's payroll on July 1st, who have been continuously employed by the Company for nine (9) or more years, shall be granted four (4) weeks vacation with pay. Pay for such four-week vacation shall be eight percent (8%) of the employee's actual earnings during the immediately preceding vacation period, or four weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is the greater. The fourth week will be taken at the convenience of the employer. However, employees who have been laid off for more than six (6) months in the immediately preceding vacation period shall receive vacation pay on the basis of eight (8%) percent the employees actual earnings during the immediately preceding vacation period and vacation time shall be pro-rated.

(d) Fifteen Years But Less Than Twenty-Three Years

The employees on the Company's payroll on July 1st, who have been continuously employed by the Company for fifteen (15) or more years, shall be granted five (5) weeks vacation with pay. Pay for such five week vacation shall be ten percent (10%) of the employee's actual earnings during the immediately preceding vacation period, or five weeks base pay computed on the basis of the employee's regular job

rate at the time he goes on vacation, whichever is the greater. The fourth and fifth week will be taken at the convenience of the Employer. However, employees who have been laid off for more than six (6) months in the immediately preceding vacation period shall receive vacation pay on the basis of ten (10%) percent of the employees actual earnings during the immediately preceding vacation period and vacation time shall be pro-rated.

(e) Twenty-Three Years or More

The employees on the Company's payroll on July 1st, who have been continuously employed by the Company for twenty-three (23) years or more shall be granted six (6) weeks vacation with pay.

Pay for such six week vacation shall be twelve percent (12%) of the employee's actual earnings during the immediately preceding vacation period, or six weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is the greater. The fifth and sixth week will be taken at the convenience of the Employer. However, employees who have been laid off for more than six (6) months in the immediately preceding vacation period shall receive vacation pay on the basis of twelve (12%) percent of the employees actual earnings during the immediately preceding vacation period and vacation time shall be pro-rated.

8.04 Effect on Stat Holiday

Should a Statutory Holiday fall while an employee is on vacation, he shall be entitled to an additional day-off with pay as provided in Article 7 - "Statutory Holidays".

8.05 Vacation Week Defined

One week vacation constitutes one work week defined as a period of seven (7) calendar days beginning at 0:00 hours a.m. on Monday.

8.06 Time Worked Defined

The following shall be considered as time worked for the purpose of qualifying for a vacation:

- (a) Time lost as the result of an accident or sickness as recognized by the Workers' Compensation Board;
- (b) Time lost as the result of a bona fide sickness or accident not so covered by Workers' Compensation Board;



- (c) Time spent on earned vacation;
- (d) Time spent on Statutory Holidays as defined in Article 7, "Statutory Holidays";
- (e) Time spent on Jury duty as defined in Clause 14.01;
- (f) Time absent from work because of compassionate leaves as defined in Clause 14.02;
- (g) Time spent on an approved leave-of-absence.

#### 8.07 Employee To Take Vacation

No employee may continue to work and draw vacation pay in lieu of taking a vacation, except as provided for within this Article. Those not qualifying for vacations as provided for in Article 8.03 (a) will be paid four (4%) percent vacation pay, as earned by them in the immediate preceding vacation period, on July 1<sup>st</sup>.

#### 8.08 Vacation Scheduling

- (a) Arranged During February/March

Vacation scheduling will be arranged during the months of February and March of each year in accordance to an employee's seniority. The annual vacation schedules will be determined in each department in accordance with employee's plant seniority. Each employee's schedule shall not be altered unless by mutual consent of the Company and the employee.

- (b) Procedure for Scheduling Vacation

- (i) Procedure

January 1<sup>st</sup> - A preliminary vacation planner is posted and made available in each department for employees to select their vacations.

March 1<sup>st</sup> - Vacation selection by employees will be completed on the preliminary vacation planner.

March 2<sup>nd</sup> - Preliminary vacation planner is no longer available to employees for vacation selection.

March 15<sup>th</sup> - Employee's vacations shall be confirmed and posted.

(ii) Employees Who Have Not Selected

Employees who have not selected vacations by March 15<sup>th</sup> of the present year will be allocated a vacation on a first come, first serve basis, from the remaining time available on the vacation schedule, by mutual agreement between the Company and the employee.

Employees must submit their request(s) in writing and the Employer will confirm the request in writing within six (6) working days of receiving the request. Reasons for denial must be based on a legitimate business concern or that other bargaining unit employees from the same department are absent from work at the same time as the requested vacation period.

For those employees who have not scheduled vacations by the following December 15<sup>th</sup>, the Company and the employee will schedule his/her annual vacation, with due regard to the desires of the employee, between December 15<sup>th</sup> and April 30<sup>th</sup> to ensure that all vacation entitlement is used up before April 30<sup>th</sup> of next calendar year.

(iii) Retain Approved Vacation Time

Upon confirmation of the annual vacation schedule in each department, each employee will retain his/her approved vacation time.

(iv) Change by Mutual Agreement

By mutual agreement between the Company and the employee, an employee may arrange to change his/her confirmed scheduled vacation time providing such change does not require a junior employee to change his/her scheduled vacation.

(v) If the plant is to be closed down for a set holiday period between June 1<sup>st</sup> and August 31<sup>st</sup>, and between December 15<sup>th</sup> and January 5<sup>th</sup>, all employees so requested will take that period as a vacation period so long as the Employer gives notice of such intent prior to February 15<sup>th</sup> of each year.

(c) Vacation Departments Defined

For the purpose of this Article departments shall be defined as follows:

1. Canning
2. Manufacturing
3. Maintenance
4. Distribution

It is agreed that only one (1) employee shall be away on vacation at any one time in each department. The Company may grant an additional employee vacation time provided that production is not adversely affected.

## **ARTICLE 9 - SENIORITY**

### 9.01 Defined

Seniority is defined as the total length of service acquired by an employee at the Company's Vancouver Plant and/or Warehouse.

### 9.02 Accrual of Seniority

The Company agrees seniority accumulates when an employee is absent from work:

- (a) Resulting from an injury or illness;
- (b) During any leave of absence;
- (c) During a lay-off of twelve (12) consecutive months or less.

### 9.03 Advise to Union

The Company shall advise a member of the Unit Executive of all lay-offs, promotions, demotions, and recalls from lay-off.

### 9.04 Loss of Seniority

Seniority shall be lost when an employee:

- (a) Voluntarily quits his employment with the Company;
- (b) Is discharged for cause;
- (c) Fails to report for work within five (5) working days after receiving notice of recall. Notice of recall shall be by direct telephone, absence of favourable response to be followed by registered mail sent to the employee's address then on the Company's records. It shall be the

sole responsibility of the laid off employee to advise the Manager of his latest mailing address.

- (d) Is laid-off for more than twelve (12) consecutive months;
- (e) Has held a position outside of the bargaining unit for more than six (6) consecutive months. In these circumstances, seniority shall continue to accrue for up to six (6) consecutive months. An employee may at the Company's discretion, return to a bargaining unit position at any time prior to exceeding six (6) consecutive months;
- (f) Is absent for three (3) consecutively scheduled work shifts without properly notifying the Company.

#### 9.05 Probationary Employees

An employee shall be considered to be on probation and shall not be entitled to any seniority rights until he/she has worked three (3) months following the date of hire.

If such employee is continued in the employ of the Company after the expiration of the probationary period, his/her length of service shall be computed from his/her date of hire.

#### 9.06 Promotion, Demotion, Lay-off, Recall

- (a) The Parties recognize that job opportunity and job security should increase in proportion to the length of service.

All promotions, demotions (except for cause), permanent transfers, permanent filling of vacancies, lay-offs, and recall to work after lay-off shall be done on the following basis:

- (i) Seniority;
- (ii) Ability, efficiency, and experience for the job in question;
- (iii) Physical ability.

- (b) Sufficient Ability and Seniority

When factors (ii) and (iii) are sufficient of this job for the normal requirements, seniority shall govern.

#### 9.07 Out of Seniority

Nothing in Article 9.06 is to be construed in any way as to prevent the Company from retaining or recalling from layoff an employee out of line of

seniority when he has the sufficient ability in the job to be performed while others with more seniority do not have sufficient ability to do the job.

#### 9.08 Seniority Computed

All employees shall be credited with seniority from the date of their hire, subject to Article 9.02. Seniority shall be computed in years, months and days.

#### 9.09 Seniority Lists

Seniority lists shall be compiled each January, May and September. Seniority lists shall show date of hire, accrued seniority in years, months, and days, classification of each employee and rate of pay. A copy of such seniority list shall be forwarded to each shop steward and the Union office and one copy to be posted on the bulletin board in the plant and one in the warehouse.

The Union shall bring to the attention of the Company, any errors or omissions in the list within thirty (30) calendar days after it was posted. The seniority list will become non-contestable after being posted for the said thirty (30) days, except for those employees on holidays, sick leave, or leave of absence, who will then have a period of twenty (20) calendar days after their return to work to point out any errors in their seniority.

#### 9.10 Notice of Job Vacancies

The Company will post a notice of job vacancies and new jobs created during the term of this Agreement on the bulletin board. Employees may apply for the position in writing to the Plant Manager within one (1) week.

Consideration of successful applicants shall be in accordance with Article 9.06.

The Company agrees to notify in writing the successful applicant to the job posting within five (5) working days of the expiry of the job vacancy posting.

After successfully posting to a higher rated job, an employee may not post to a lower rated job for six (6) months.

#### 9.11 Temporary Transfers

##### (a) Defined

A temporary transfer is defined as one in which an employee is not reclassified.

##### (b) Rate Change For Higher Pay Job

When an employee is temporarily transferred from one job to another which has a higher rate of pay, the employee's rate shall be increased to the new job rate for the period of the change.

(c) Rate Retained For Lower Paid Job

When an employee is temporarily transferred from one job to another which has a lower rate of pay, the employee shall retain his regular rate of pay for the period of the change.

**ARTICLE 10 - JOB CLASSIFICATIONS AND JOB RATES**

10.01 Appendix A Included

The job classification rates during the term of this Agreement shall be in accordance with Appendix "A" appended hereto, and exclude premium pay, bonuses, shift-differential, and allowances of any type or kind.

10.02 Combination of Classification - Highest Rate Worked is Paid

Any employee working regularly on a combination of classifications shall be paid on a wage-scale at the rate set out for the highest classification worked.

**ARTICLE 11 - JOB SECURITY RELATED MATTERS**

11.01 Notice of Closure

The Company agrees to provide notice of closure of the plant or a department thereof to the Union and the employees in accordance with all laws or statutes of the Province of British Columbia.

**ARTICLE 12 - OVERTIME**

12.01 Pay

(a) At Time and One-Half

Overtime at the rate of one and one-half (1 1/2) times the job rate will be paid as follows:

- (i) For the first four (4) hours worked in excess of eight (8) in a twenty-four (24) consecutive hour period, starting when the

employee reports for work and ending twenty-four (24) hours later;

- (ii) For the first eight (8) hours worked on statutory holidays, sixth consecutive day and/or Saturday.

(b) At Double Time

Overtime at the rate of two (2) times the job rate will be paid as follows:

- (i) First 8 Hours on the 7<sup>th</sup> Day and/or Sunday  
For the first eight (8) hours worked on seventh consecutive day and/or Sunday;
- (ii) Excess of Twelve Hours  
For all hours worked in excess of twelve (12) hours in any day;
- (iii) In Excess of eight (8) hours on a Stat  
For all hours over eight (8) hours worked on Statutory Holidays, specified in Article 7 "Statutory Holidays" of this Agreement;
- (iv) In Excess of 8 on the 6th Day and/or Saturday  
For all hours worked in excess of eight (8) on sixth consecutive day and/or Saturday.

(c) At 2½ Times

Overtime at the rate of two and one-half (2½) times the job rate will be paid for all hours in excess of eight (8) on seventh consecutive day, Sunday, and/or Statutory Holiday.

## 12.02 Period of Rest

An employee, who is required to work more than eight (8) consecutive hours overtime immediately following his normal working hours, shall be granted eight (8) consecutive hours off the job before reporting for work again without loss of pay.

## 12.03 Overtime Meal

- (a) If an employee is scheduled in advance to work overtime beyond his regular shift ending time for more than four (4) hours, he shall be entitled to receive a thirty (30) minute unpaid meal break at a time determined by the Company.
- (b) If an employee works overtime beyond his regular shift ending time, and said overtime was not previously planned and is for more than four

(4) hours, he shall be entitled to receive a thirty (30) minute unpaid meal break and meal allowance of eight dollars (\$8.00). The unpaid meal break will be at a time determined by the Company.

#### 12.04 Transportation Provided

Transportation will be provided when an employee is called in without advance notice or held over, and the employee is unable to supply his own transportation, including public transportation with exception of taxis. The Company in that case will provide transportation at the Company's expense.

#### 12.05 Overtime Computation

(a) Fifteen Minute Multiples

Overtime shall be computed in units of fifteen (15) minutes and shall be computed to nearest fifteen (15) minutes.

(b) Rate of Computation

Overtime shall be computed on the greater of the current job rate for the job performed or the employee's classified rate.

#### 12.06 Overtime is Voluntary

Overtime shall be voluntary, however when overtime is required to finish batches, orders, conduct inventory or to perform other designated tasks and no one has volunteered, then the employee with the least seniority will be required to perform the overtime.

#### 12.07 Overtime Distribution

When overtime is required in an area or classification, the Company shall distribute the overtime as equally as possible amongst the employees within that area or classification.

#### 12.08 Overtime Banking

An employee may choose to 'bank' his overtime hours rather than receive pay. Banked time may be hours worked, premium converted to time, or a combination of both. Banked time shall be taken in full days only between November 1st and February 28th of the following contract year. The Banking of overtime is at the sole choice of the worker to a maximum of two (2) weeks. Employees will be required to give the Company three (3) working days notice when using their banked time.



## **ARTICLE 13 - HEALTH AND WELFARE BENEFITS**

### 13.01 M.S.P. and Extended Health

(a) Premium Paid

The Company agrees to continue the M.S.P. Plan and Extended Health Benefits for its employees and dependents as defined in the ICI Group Benefit booklet and agrees to pay one-hundred percent (100%) of the cost of said plans, and including the coverage of the hospital co-insurance.

(b) Lay Off Coverage

Employees with one or more years' seniority will be provided coverage during lay-off for two (2) months beyond the month of lay-off.

### 13.02 Dental Plan

(a) Premium Paid

The Company shall provide a Dental Plan for its employees and dependents as defined in the ICI Group Benefit booklet and further agrees to pay one hundred percent (100%) of the cost.

Dental charges shall be paid on the basis of the current Fee Schedule.

(b) Reinstatement Upon Recall

Employees returning from Layoff shall have their Dental Plan benefits reinstated the 1st of the month following recall.

(c) Waiting Period

All employees will become members of the plan upon completion of three (3) months service with the Company. Said plan shall be as outlined in the Company benefit booklet.

### 13.03 Group Insurance, Accident and Disability Benefits

(a) ICI Canada Inc. Plan to apply. Company to pay 100% of weekly indemnity premiums. Employees to pay 100% of long-term disability premiums.

(b) Employees are entitled to accumulate 1/2 day of cumulative paid sick days per month worked. Unused sick days may be accumulated to a maximum of ten (10) days.

- (c) Earned sick days shall be applied to cover any absence due to illness or injury or to cover any waiting period that may apply prior to insurance coverage commencing.
- (d) Once an employee has used all his sick leave accumulation in any contract year, any subsequent absence will be unpaid. For all absences of three (3) or more days a bona fide doctor's note is required.
- (e) Medical certificate(s) need only state whether the employee is fit or unfit, the nature of the limitations (e.g. no heavy lifting, no stair climbing, etc.) and the expected duration of the condition. The choice of physician is up to the employee. If additional medical information is required by the Company, 100% of the cost will be paid by the Company.
- (f) Each year-end the employee shall be able to carry over unused sick days and/or be granted lieu time entitlement for unused sick days. Employees will be required to give the Company at least three (3) working days notice when using banked sick time. Approval will not be unreasonably denied, but will be given consistent with production and service requirements, and manpower availability.
- (g) Short term disability claims shall be sixty-six and two-thirds percent (66 2/3%) of weekly earnings to a maximum of four hundred and twenty-five dollars (\$425.00) payable after the seventh (7<sup>th</sup>) working day of absence due to illness, accident or hospitalization and shall continue for a maximum of fifteen (15) weeks.

#### 13.04 More Details - Appendix "B"

The Parties agree that Appendix "B" to this Agreement explains in more detail the above plans.

#### 13.05 Pension Plan

Participation in the current pension plan is mandatory for employees with one (1) or more years of service. The Company agrees to match an equal amount up to 3 1/2% of employees based gross wage. Employees may contribute up to 10% in total.

#### 13.06 No Change to Benefits

The benefits set out in this Article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and mutual agreement of the Union and the Company.

## **ARTICLE 14 - LEAVES OF ABSENCES**

### 14.01 Jury Duty

An employee summoned for jury duty or subpoenaed as a witness for either the Crown or the Defence will continue to receive make-up pay for those days and hours of his regular schedule during which he is required to be absent by virtue of such summons or subpoena. The amount of such pay will be that which together with his jury or witness pay, equals what he would have received for his regular hours had he worked.

### 14.02 Compassionate Leave

#### (a) Duration

In the event of a death in the employee's immediate family, the Company will grant as an excused absence such time as may be reasonably needed.

#### (b) Paid Leave

The Company will provide three (3) paid day's leave for a death in the immediate family.

#### (c) Immediate Family Definition

The immediate family shall mean: father and mother including in-laws, child, spouse, brother or sister, grandmother and grandfather, brother-in-law and sister-in-law, step-children, step-parents, foster-children and foster-parents - if foster-children and foster-parents have been living together for at least one (1) continuous year.

### 14.03 Personal or Union Leave of Absence

#### (a) Leave of Absence

Plant operations permitting, the Company will grant leave of absence without pay, not to exceed thirty (30) calendar days, to employees for legitimate reasons, at the discretion of the Company, which may include personal reasons or to attend to Union business. Such leaves will not be unreasonably or arbitrarily denied.

All leaves of absence in excess of fourteen (14) calendar days shall be confirmed in writing by the Company of the employee.

For leaves of absence in excess of thirty (30) calendar days, but not more than ninety (90) calendar days, during the period from September 1<sup>st</sup> to December 31<sup>st</sup>, may be granted for legitimate reasons and at the discretion of the Company. Said leave of absence may include personal reasons or to attend Union business. All of an employee's vacation must be taken prior to a leave of absence being granted. All overtime banking earned must also be taken prior to the start of this leave of absence. Such leaves will not be unreasonable or arbitrarily denied.

(b) Union Officer Leave

For those employees who are officers in the Union, the Company shall allow leaves of absence to attend meetings and to attend to Union business for a period not to exceed one (1) working day per month. Notice will be required no later than 1:00 p.m. on the day before the day of leave of absence. When making requests for leave under this Clause the Union will give reasonable consideration to the Employer's business concerns.

14.04 Paid Education Leave

The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address:

CAW Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

The Company agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence with or without twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 15 - INDUSTRIAL HEALTH AND SAFETY AND THE ENVIRONMENT**

### 15.01 Duties of the Company

The Company shall institute and maintain all necessary precautions to guarantee every employee a safe and healthy workplace and to protect the environment.

### 15.02 Union - Company Health and Safety Committee

#### (a) Composition

An Industrial Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of management members be allowed to outnumber the amount of Union members.

#### (b) Structure

A Chairperson and secretary shall be elected from and by the members of the Committee. Where the chairperson is a management member, the secretary shall be a Union member and vice-versa.

#### (c) General Responsibilities

The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health, Safety and Environment Program, and shall promote compliance with appropriate government regulations. The recommendations shall be complied with by the Company. The Union members of the Committee shall meet at least once-a-month without the Company representatives for the same purpose.

To reflect the Company's current sound environmental practices the health, Safety and Environmental Committee shall wherever possible,

#### (d) Further Specific Responsibilities

Without limiting the generality of the foregoing, the Committee shall:

##### (i) Scope of Monthly Inspections

Determine that inspections have been carried out at least once a month. The regular inspection shall be made of all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.

- (ii) Accident Inspections  
Determine that accident inspections have been made as required by Article 15.03;
- (iii) Joint Accident Investigation  
Appoint at least one Union member and one Employer member to participate in such inspections and investigations.
- (iv) Recommend Measures  
Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions;
- (v) Promotion of Safe Work Practices  
Determine that the structures, equipment, machinery, tools, methods of operation and work practices are safe and in accordance with the appropriate government regulations, and
- (vi) Recommendations and Implementation  
Consider recommendations from the workforce in respect to industrial health and safety matters and shall recommend implementation where warranted, and
- (vii) Monthly Meetings  
Hold regular meetings at least once each month for the review of:
  - a) Hearing of Reports  
Reports of current accidents or industrial diseases, their causes and means of prevention,
  - b) Remedial Action  
Remedial action taken or required by the reports of investigations or inspections,
  - c) Other Matters  
Any other matters pertinent to industrial health and safety.
  - d) Record of Proceedings  
Record the proceedings of the Committee and forward the minutes (which shall be signed by the chairperson and secretary) to the Company who shall make exact duplicates promptly available to all Committee members,

post them on the notice board and forward a copy to the Union Office.

- e) Time Spent is Time Worked  
Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- f) Eliminate or Minimize Environmental Harm  
Ensure to the greatest extent possible the usage of substances in work processes which will eliminate or minimize environmental harm.
- g) Hazardous Waste  
Ensure that hazardous waste is evaluated according to the following priorities:
  - eliminated by substitution of material or change to the work process,
  - reused,
  - recycled,
  - disposed of in a manner to eliminate or minimize harm to the environment,
  - stored in an environmentally sound matter.
- h) Exchange Information  
Exchange information and invite guests who have expertise in environmental matters or who enforce environmental laws.

### 15.03 Accident and Near-Miss Inspections

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital as well as releases of hazardous substances to the air, earth or water systems must be investigated.

A Union Committee member and a Management Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident Investigation Reports Shall Contain:

- (a) The place, date and time of the accident,
- (b) the names and job titles of persons injured if applicable,
- (c) The names of witnesses,
- (d) A brief description of the accident,

- (e) A statement of the sequence of events which preceded the accident,
- (f) Identification of any unsafe conditions, acts, or procedures which contributed in any manner to the accident,
- (g) Recommended corrective actions to prevent similar occurrence,
- (h) The names of the persons who investigated the accident.

#### 15.04 Health and Safety Clothing, Tools, and Equipment

The Company shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Company's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

#### 15.05 Monitoring Equipment

##### (a) Scope

The Company shall provide and maintain workplace monitoring equipment including noise level meters, light meters, air contaminant measuring devices, and suitable thermometers, for detecting and recording potential and actual health and safety hazards.

##### (b) Further Equipment

Safety Committee will investigate said equipment and if at reasonable cost, the Company will purchase said equipment.

##### (c) Committee Use

Such equipment shall be available for use by any member of the Industrial Health and Safety Committee at any time.

#### 15.06 Compliance With Health, Safety and Environmental Legislation

The Company shall comply with all applicable federal, provincial and municipal Health, Safety and Environmental legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Industrial Health, Safety and Environmental Committee or negotiations with the Union.

#### 15.07 Disclosure of Information

##### (a) Current Substances



The Company shall provide the Union and the Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

(b) New Substances

The Company shall notify the Union and the Committee of all new substances and processes to be introduced by their chemical and trade names, noting potential harmful effect, their threshold limit values, and what kinds of precautions will be taken, at least seven (7) days before their proposed introduction.

15.08 Access to Information

The Company shall provide the Committee and the Union with all records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

15.09 Access to the Workplace

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if asked to attend Health, Safety and Environmental Committee meetings by any member of the Committee (where they shall have voice but no vote), or for inspecting, investigating or monitoring the workplace.

15.10 Paid Leave for Health and Safety Training

The Company agrees to allow Union Committee members time-off with no loss of seniority, earnings or benefits to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

15.11 No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in a workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority, or benefits

during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health, Safety and Environment Committee and satisfactorily settled.

#### 15.12 Whistleblower Protection

The parties agree that it is the responsibility of the employer and its employees to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water system. The employee shall notify the Health, Safety and Environmental Committee and the Company prior to any notification of the authorities, which would give the company the opportunity to take prompt remedial action which may eliminate the need to inform the authorities. No employee may be disciplined for performing his duty. Such releases must also be investigated under the provisions of Article 20.00(c).

#### 15.13 Proper Training and Education

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

#### 15.14 Toxic Substances

The Company shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

#### 15.15 Injured Worker Provisions

##### (a) Maintenance of Pay

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.

##### (b) Transportation Provided

Such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.

##### (c) Further Medical Treatment

An employee who is injured at work shall receive pay for time spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to his/her return to work.

#### 15.16 Health and Safety Grievance

Where a dispute regarding health and safety or the application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

#### 15.17 Right to Accompany Inspectors

One Union member chosen by the Union shall be allowed to accompany government inspectors on an inspection tour and to speak with the inspector out of earshot of any other person. The Union member shall receive his/her regular rate of pay during such tours.

#### 15.18 First Aid Attendants

- (a) There shall be qualified First Aid Attendants present on all shifts who shall be members of the bargaining unit.
- (b) The Company shall pay for the fees and textbooks of all First Aid Attendants who successfully complete a First Aid Course.
- (c) The Company shall grant one week leave of absence with pay to Attendants who wish to obtain or renew their first aid tickets.
- (d) The Company shall pay the dues and convention fees of any Attendant who wishes to be a member of the Industrial First Aid Attendants Association.

#### 15.19 First Aid Premiums

- (a) Premiums

Employees who attain Certification as recognized by the Workers' Compensation Board will receive the following premium in addition to their regular rate of pay:

November 1, 2003 - \$1.52 per hour

November 1, 2004 - \$1.55 per hour

November 1, 2005 - \$1.59 per hour

- (b) Company Pay for First Aid Tickets

The Company will pay for a maximum of three (3) First Aid Tickets.

#### 15.20 Duty to Accommodate

The Company agrees to make reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational

or non-occupational disability. Such employees will in no way be discriminated against and may be by-passed in any lay-off.

#### 15.21 Personal Protective Clothing and Equipment

(a) Coveralls

The Company shall provide four (4) pairs of coveralls and replace same as they become unserviceable for those employees who reasonably require to wear them and shall launder same at the Company's expense as often as reasonably required. These coveralls are to remain in the property of the Company and must be returned if the employee leaves the Company's employ. If these are not returned, if the employee leaves the employ of the company, it is understood the Company may charge the employee the depreciated value of these.

(b) Safety Shoes

The Company shall provide one hundred percent (100%) to a maximum of one hundred and five dollars (\$105.00) of the cost of a pair of safety shoes once every twelve (12) month period for all employees except those working in manufacturing, lacquer room or the canning room. Employees working in manufacturing, lacquer room or in the canning room shall be provided the above noted safety-boot allowance once every nine (9) months. It shall be mandatory that these shoes be worn on the job at all times.

As of November 1, 2004, the safety shoe allowance shall be one hundred and fifteen dollars (\$115.00).

(c) Prescription Safety Glasses

The Company shall provide, free of charge, (to a maximum of \$275.00) prescription safety glasses for those full time employees who have completed their probationary period, should they be requested and required by such employee. The Company further agrees to replace the lenses, free of charge, once every one (1) year if required, due to a change in the employee's prescription. The Company will replace frames and/or lenses if accidentally broken on the job.

(d) Gloves and Small Hand Tools

The Company shall continue the present practice of supplying free of charge, gloves and small hand tools to those employees who require same. Gloves and small hand tools shall be replaced as required.

(e) Rain Gear

The Company shall provide rain gear as necessary to any employee required to work outside.

15.22 WorkSafe Training Requirements

The Company agrees to pay the lost time (i.e. 8 hour course) for up to two (2) of the Union Health and Safety Representatives, the WorkSafe course fees and to ensure that the course is delivered by a WCB accredited Instructor.

**ARTICLE 16 - INSURANCE POLICY**

16.01 Tools

The Company will either (a) include tool insurance (fire and theft by break in) in the Company policy, or (b) pay the \$280.00 (4% of \$7000.) premium to the maintenance workers to put their own insurance on.

16.02 Broken Tools Replacement

Tools broken while fixing Company property will continue to be replaced by the Company.

**ARTICLE 17 - DISCIPLINE AND DISCHARGE**

17.01 Standard

Employees may only be disciplined for just and reasonable cause.

17.02 Discipline and Discharge

(a) In the Presence of a Shop Steward

Employees may only be disciplined or discharged in the presence of a Shop Steward. Written reasons for discipline and discharge shall be given to the affected employee(s) and Shop Steward at the time the discipline or discharge is meted out. A copy shall be mailed to the Union Office.

(b) Limitation in Cases of Discipline or Discharge

In the event of any dispute or difference as to whether or not there was just and reasonable cause for the discipline and/or discharge of an

employee, only the reasons so set forth in writing shall constitute cause.

#### 17.03 Opportunity to Clear Record

If an employee has been recipient of a disciplinary action and warning and does not receive further warnings for a period of eighteen (18) months, his record will be cleared and not used against him. Record of suspensions will be retained for twenty-four (24) months.

#### 17.04 Layoff or Discharge of Steward

When the Company finds it necessary to lay-off or discharge a shop steward or executive officer, the Union representative shall be notified upon discharge, and prior to the lay-off. In no case shall any lay-off reduce the number of stewards to less than one.

#### 17.05 Employee Acknowledging Discipline

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

#### 17.06 Employee's Access to Their File

The Company agrees that an employee shall have access to his/her personnel files and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file.

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

#### 18.01 Scope and Initial Time Limits

(a) Scope

Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this contract which concerns the interpretation or application of the terms and provisions of this contract shall be considered a grievance.

(b) Initial Time Limit

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

Grievance(s) involving suspensions or dismissals shall be taken up within five (5) working days.

## 18.02 Steps

### (a) Step 1

The employee, together with the Committee, shall take up his grievances with management during working hours. Management shall reply to the employee and Committee within three (3) working days.

The Committee or any member of, shall be allowed time off work from his or their regular work with no loss of pay for the purpose of investigating or handling grievances which might arise in this plant. Provided the employee first obtains the permission of management, such permission will not be unduly withheld.

### (b) Step 2

If the grievance is not resolved at step one, then a further meeting shall be held within five (5) working days of the answer. The Chief Steward, the Union Staff Representative, and the employee shall meet with management. Management shall reply in writing within three (3) working days of the meeting.

### (c) Step 3

If no resolution is reached then either party may, within ten (10) working days of the answer at step two, give written notice to proceed to arbitration.

## 18.03 Grievances Filed at Step 2

Group and/or policy grievances, or grievances involving suspension or discharge shall be submitted at Step 2 of the grievance procedure.

## 18.04 Time Extensions

Time extensions requested by either Party will not be unreasonably denied.

## **ARTICLE 19 - ARBITRATION**

### 19.01 Procedure

Within ten (10) calendar days following such notice, the Company will contact one arbitrator selected from the list of arbitrators in Appendix C of this Agreement. Selection of an arbitrator will be by alphabetical order from the list in Appendix C until an available arbitrator is found. The selection of an arbitrator for the next arbitration will commence with the next name in alphabetical sequence and so-on in like manner.

### 19.02 The Award

The arbitrator will be requested to give his award within a period of thirty (30) calendar days after the close of the hearing.

### 19.03 Joint Costs

The parties will jointly bear the costs of arbitration. Each of the parties will bear the expense of the witnesses called by it. No cost of arbitration will be awarded to either party.

### 19.04 Expedited

Arbitration procedures will be expedited by the parties.

### 19.05 Witnesses and View of the Workplace

At arbitration the parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the property to view the operation in question and to confer with the necessary witnesses.

### 19.06 No Authority to Alter

The arbitrator named in accordance with this Article will be governed by the provisions of this agreement and will not have the right to add to, delete from, change, or make any decision contrary to the provisions of this Agreement. The decision of the arbitrator will be final and binding on both parties, except as otherwise provided in this Agreement.



## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

### 20.01 Introduction of Technological Change

When introducing or implementing any technological change that affects the employment of a significant number of employees to whom this Agreement applies, the Company shall give the Union a minimum of two (2) months prior notice.

- (a) The Company shall give employees on payroll first opportunity to perform the job/work and receive the necessary training required by such technological change, which may if applicable, be through the job posting procedure. The Employer shall have the right to reasonably determine the level of satisfactory competency required to perform the job/work.
- (b) The parties agree to discuss an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

## **ARTICLE 21 - PAY DAY AND PAY STATEMENTS**

### 21.01 Pay Day

All employees covered by this Agreement shall be paid every two (2) weeks.

Parties agree to commence payroll every two weeks as of the first pay period in March/07.

### 21.02 Statement

The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

### 21.03 Canada Savings Bonds

Commencing November 1, 2001 the Employer agrees to make the appropriate payroll deductions as authorized by the employee for the purchase of Canada Savings Bonds.

## **ARTICLE 22 - TEMPORARY EMPLOYEES**

### 22.01 Terms

(a) Period of Employment

The Company at its discretion, between March and August of each year, may hire employees, on a temporary employment basis for bargaining unit positions. However, no temporary employee shall be hired as long as there is any regular employee with recall rights who is on layoff.

(b) Six Month Maximum

The Company may employ such persons for a period not exceeding six (6) months, and during this period their employment may be terminated at the Company's decision.

(c) No Seniority as Long as Temporary

Persons so employed shall be so designated and will not acquire any seniority rights so long as they are designated as "Temporary Employees".

(d) If Retained – Serve 18 Days Additional

Should a temporary employee be retained or assigned to a department on a permanent basis, he shall, on assignment, be treated as a New Employee and be required to serve an additional eighteen (18) working days probationary period before earning seniority rights, providing he has at least eighteen (18) working days of service as a temporary employee. Probationary period will be extended so that total service equals at least ninety (90) days.

(e) Date of Seniority

Upon the termination of his probationary period, his seniority shall be calculated from his date of last hire.

(f) Other Terms and Conditions

1. Temporary employees will not be eligible for Health and Welfare benefits as per Article 13, but they will be eligible for statutory holiday pay and vacation pay pursuant to Articles 7 and 8 respectfully.

2. Students applying for a temporary position shall be given first consideration, but will not be guaranteed employment.

(g) Student Consideration Opportunity Prior to Next April 30<sup>th</sup>

Students who are hired as temporary employees and return from year-to-year shall receive first consideration for hiring in accordance with their total days worked in the plant provided they make application prior to April 30th of each year.

**ARTICLE 23 - BONDING**

It is agreed that the Company may require any employee to fill in a bonding form of a recognized bonding firm selected by the Company, provided the bonding firm is sanctioned by the Union. The cost of such bonding shall be paid by the Company.

**ARTICLE 24 - SEVERANCE PAY AND LAYOFF**

24.01 Compensation

- (a) When the employment of a regular full-time employee is terminated by the Company and in order of seniority due to loss of business or automation, or technological change, or plant closure or a shutdown of all or part of a manufacturing process, the employee shall be compensated as follows:
- (b) Employees who have completed one (1) year's service but have less than sixteen (16) years of service will receive one (1) weeks pay for every year based on their rate of pay at date of termination. Employees with sixteen (16) or more years of service will receive two (2) weeks pay for each year of service over fifteen (15) years based on their rate of pay at date of termination. The maximum for severance pay will be fifty-two (52) weeks.
- (c) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

**ARTICLE 25 - HUMAN RIGHTS AND HARASSMENT**

25.01 Discrimination Prohibited

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

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

#### 25.02 Definition of Sexual Harassment

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

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

#### 25.03 Complaint Procedure

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

#### 25.04 In Confidence

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence.

#### 25.05 Arbitration Board

Failing satisfactory resolution an Arbitrator or Arbitration Board hearing a complaint or grievance under this article shall have the authority to:

- (a) Dismiss the grievance or complaint
- (b) Determine the appropriate discipline up to and including dismissal
- (c) Decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance
- (d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

#### 25.06 Other Legal Remedies Not Prohibited

Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any

damages arising from a Bona Fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

## **ARTICLE 26 - DURATION OF AGREEMENT**

### 26.01 Term

This Agreement shall be in full force and effect from and including NOVEMBER 1, 2006 to and including OCTOBER 31, 2008 and shall continue in full force from year-to-year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement, or a new collective agreement.

### 26.02 Notice

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective Agreement.

### 26.03 Definition of Expiry

For the purposes of the Labour Relations Code of British Columbia the expiry date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Company.

### 26.04 Section 50(2) Excluded

The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officer duly authorized therefore, and the Party of the Second Part has hereunto affixed its signature(s) by its Officers duly authorized therefore.

DATED AT Delta, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

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## **APPENDIX "A"**

### **JOB DESCRIPTION, CLASSIFICATION AND RATES**

#### **WAREHOUSEMAN**

Shall be a person who puts stock away and performs other general duties in the finished goods warehouse as directed. Keeps records of stock in overflow pockets.

#### **ASSISTANT SHIPPER**

The assistant shipper shall be a person who assists the shipper in shipping and receiving all goods and is responsible for correct routing and preparation of bills of lading for outgoing goods. Also to sign and receive correctly all incoming goods.

#### **ORDER PICKER**

An order picker shall be a person competent to take an order, obtain the necessary materials from stock, pack and seal in cartons and make ready for shipment. The Order Picker will also put away stock and perform other duties in the warehouse as directed.

#### **ASSISTANT FOREMAN**

Shall be a person familiar with all phases of the operation in the filling and manufacturing departments; responsible to Plant Supervisor for performance of these departments; competent to perform and direct others in these departments and requisition all necessary materials.

#### **FILLING MACHINE OPERATOR**

Shall be a person competent to take over and set up a batch of paint ready for filling in the correct amounts in the necessary containers using the pneumo filling machine; secure the correct labels and set up the label machine.

#### **MACHINE OPERATOR**

Shall be a person competent in operating the case packer and bail-a-matic and setting up all operations related to these machines.

#### **MILLMAN**

Millman shall be a person who has been judged competent to obtain necessary materials from stock piles and mix these in the correct equipment to produce a batch of paint and/or handling this material through the mills into the liquid mixing tanks,

adding necessary thinners, etc. to bring the batch to a finished condition except for necessary tinting.

### **MAINTENANCE MAN**

Shall be a person responsible to plant manager for performance of his department, competent to perform preventative maintenance to all machinery, repair machinery when necessary, replace or add machinery, piping, etc. and requisition necessary materials.

### **MILLWRIGHT TICKET UPGRADE**

ICI Canada Inc. agrees to reimburse maintenance employees for tuition fees incurred to successfully obtain their Millwright Ticket. This offer is made “without prejudice” and in lieu of any further compensation.



## WAGE RATES

<u>Classification</u>	<u>Nov. 1/06</u> <u>(2%)</u>	<u>Nov 1/07</u> <u>(2%)</u>
Assistant Shipper	\$ 26.99	\$ 27.53
Millman	\$ 25.67	\$ 26.18
Filling Machine Operator	\$ 25.35	\$ 25.86
Warehouseman	\$ 24.99	\$ 25.49
Order Picker	\$ 24.66	\$ 25.15
Machine Operator	\$ 24.99	\$ 25.49
Maintenance Man	\$ 27.96	\$ 28.52
Assistant Foreman	\$ 27.96	\$ 28.52
Temporary Employee Rate	\$ 15.00 – Min. rate. (New hire rates do not apply.)	

### New Hire Rates

- (a) New employees will be paid at a rate that is 25% below the Collective Agreement rate of the classification they are hired into and will remain at 25% below for the first six (6) calendar months of their employment.
- (b) The employee will be paid 12 ½% below the Collective Agreement rate for the next six (6) calendar months of their employment.
- (c) At the end of their first year of employment, the employee will receive the full Collective Agreement rate of their classification.
- (d) If the employee bids for another position in accordance with sections 9.06 and 9.10 of the Collective Bargaining Agreement or is assigned to another classification within the first year of their employment, paragraphs (a) and (b) will continue to apply.
- (e) For the classification of Maintenance Man, market conditions at the time and/or recruiting difficulty in obtaining the skills required for this position may influence the hiring rate. The Company reserves the right to hire into this position at a rate and time progression that is less than described in (a), (b) and (c) above or hired at the contract rate of the job.

## APPENDIX "B"

### HEALTH AND WELFARE PLAN

The current health and welfare plan shall apply. The following is an explanation of the company plan:

- A) The Company agrees to continue the M.S.P. Plan and Extended Health Benefits for its employees and dependents as defined in the ICI Group Benefit booklet and to pay one hundred percent (100%) of the cost of said plans, and including the coverage of the hospital co-insurance.
- B) Employees with one or more years seniority will be provided coverage during lay-off for two (2) months beyond the month of layoff.
- C) Medical Services Plan of B.C. effective the first of the month following 1 month of employment.

Extended Health Benefits effective the first of the month following 3 consecutive months of employment.

- \$25.00 deductible per person or \$50.00 per family \*
- 20% Co-insurance
- & 20,000 limit in any 3 consecutive years.

#### Weekly Indemnity –

66 2/3% of weekly earnings to a maximum of four hundred and twenty-five dollars (\$425.00)

Coverage begins on the 8<sup>th</sup> day of disability to a maximum of 15 weeks.

#### Long Term Disability –

60% of monthly earnings to a maximum of \$2,500.00 per month following a qualifying period of 119 days. Payable to age 65 or until cessation of total disability whichever occurs first.

Life Insurance - Equal to 2X annual earnings.

Accidental Death and Dismemberment - equal to 2X annual earnings.

Premiums - LTD 100% paid by employees  
- All other premiums 100% paid by the Company.

\* The deductible of \$25.00 per person or \$50.00 per family to be taken off Extended Health Benefits.

Dental Plan

Part	Benefit	Deductible per family unit	Reimbursement	Maximum
A	Diagnostic/Preventative	none	90%	\$2,500*
B	Restorative	None	90%	"
C	Orthodontic	None	50%	\$2,500**
D	Periodontic	None	90%	"
E	Denture	None	50%	"
F	Bridge	None	50%	"
G	Crown	None	50%	"
H	Endodontic	None	90%	"

\*The maximum amount payable applies to the combined eligible expenses incurred in a calendar year under Parts A, B, D, E, F, G and H for you and for each covered dependent.

\*\*The maximum lifetime amount payable applies to the eligible expenses incurred under Part C. The Orthodontic benefit is for covered dependent children under age 19.

Vision Care

One hundred and fifty dollars (\$150.00) every twenty-four (24) months for employees and covered dependents.

Termination Age: member's retirement

## **APPENDIX "C"**

### LIST OF ARBITRATORS

The following list of arbitrators shall be utilized in following with clause 19.01 of this collective agreement.

- Robert Blasina
- Jim Dorsey
- Joan McEwen
- Wayne Moore

**LETTER OF UNDERSTANDING #1**

Between

ICI CANADA INC.

And

CAW-CANADA LOCAL 114

Re: Disclosure of Personal Information to the Union

Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union will require the disclosure by the Employer of personal employee information. The parties agree that the disclosure of such information to the Union does not violate the *Personal Information Protection Act of British Columbia*.

The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy.

Signed this 4<sup>th</sup> day of October, 2004.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
S. Marlow

\_\_\_\_\_  
Kevin Hancock

\_\_\_\_\_  
Steve J. Price

\_\_\_\_\_  
Danny Martinez

\_\_\_\_\_  
Wayne Morrison

\_\_\_\_\_  
Prem Seebaran

**LETTER OF UNDERSTANDING #2**

Between

ICI CANADA INC.

And

CAW-CANADA LOCAL 114

Re: Transfer Out of Unit

Any employee who, prior to December 8, 2006, is transferred or promoted out of the bargaining unit during the term of this Agreement to a job in the employ of the Company, and is thereafter returned to a job within the bargaining unit, shall be credited with seniority as of his hiring date before his transfer or promotion.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Vincent J. Fiamingo

\_\_\_\_\_  
Kevin Hancock

\_\_\_\_\_  
Steve J. Price

\_\_\_\_\_  
Cory Malanchuk

\_\_\_\_\_  
Wayne Morrison

\_\_\_\_\_  
Prem Seebaran