

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**SCHNEIDER CANADA INC.**

(hereinafter referred to as the "Company") Party of the First Part

**AND**

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION,  
LOCAL 378**

(hereinafter referred to as the "Union") Party of the Second Part

**EFFECTIVE: April 1, 2006 to March 31, 2009**



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## ARTICLE 1 PURPOSE OF AGREEMENT

### 1.01 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees at its works at ~~2551 Viking Way~~, 22171 Fraserwood Way, Richmond, B.C.; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise and to promote the mutual interest of the Company and its employees; to promote and maintain such conditions of employment, and in recognition whereof, the Parties hereto covenant and agree as follows:

### 1.02 No Strike or Lockout

As it is the desire of both the Company and the Union to maintain good contractual relations, the Company agrees that there will be no lock-out of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with plant or office operations during the term of the Agreement as set forth in the preamble. It shall be no violation of this Agreement for employees to refuse to cross a legal picket line.

### 1.03 No Discrimination

Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, or any other grounds under the BC Human Rights Act.

### 1.04 Incorporated Documents

All Memoranda or Letters of Understanding and Appendices attached to this Agreement shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

### 1.05 Legislation

The Parties agree that where the Employment Standards Act or successor provide superior conditions to those contained in this Agreement, those superior terms and conditions shall apply.

### 1.06 Headings

Headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

## **ARTICLE 2      COMPANY RIGHTS**

### 2.01            Managements Rights

It is recognized that the management and operation of the offices and works, and the direction of the employees is vested exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

### 2.02            Managements Responsibilities

It is recognized that it is the exclusive function of the Company

- a)        to maintain order, discipline and efficiency;
- b)        to determine the number and location of plants, method of manufacturing, production, schedules and manufacturing processes.

### 2.03            Exercising of Managements Rights

It is understood that these functions will be exercised in a manner consistent with the terms of this Agreement.

### 2.04            Application of Employer Policy

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Employer, this Agreement shall take precedence.

## **ARTICLE 3      UNION SECURITY AND RECOGNITION**

### 3.01            Certification

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code of British Columbia or any successor legislation.

### 3.02            Union Membership

All employees, presently members of the Union, shall as a condition of employment, remain members of the Union and shall pay the regular monthly Union dues to the Union for the term of the Agreement. The Company further agrees that all new employees hired subsequent to the effective date of the Agreement, shall as a condition of employment, fifteen days from the date of employment, become and remain members of the Union.

### 3.03            Dues Authorization

Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees, their current addresses and phone number, from whom such deductions have been made.

3.04 Bargaining Unit Work

Work normally performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit.

3.05 Contracting Out

The Company will not contract out work normally performed by employees within the bargaining unit except only in cases of work of a non-continuing short term duration or in emergency circumstances, when qualified employees in the bargaining unit are not available. The Company further agrees that it will not contract out work normally performed by employees within the bargaining unit which will deny promotional opportunities to sufficiently qualified bargaining unit employees, or which will result in any displacement of employees within the bargaining unit, unless agreed by the Union.

3.06 Union Access

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Company as to appropriate time for such contact before meeting the employees.

3.07 Union Representatives

The Company will not discriminate against any employee because of membership in the Union. They will permit the Officers or Representatives of the Union, who are employees of the Company, to deal with grievances during working hours without loss of pay provided prior approval is obtained from the Supervisor concerned.

3.08 Employees elected or Appointed to Union Office

The Company further agrees to pay the grievor and a steward their regular pay for time spent in arbitration during their regularly scheduled hours, unless they are away from work due to authorized leave of absence, medical leave or as a disciplinary measure. The Company will grant leave of absence without pay to one employee who is elected or appointed to a full-time position either with the Local or the International Union. In the event that such an employee returns to the Company he shall be reinstated to his former or equivalent classification at a salary which will include any wage rate increases and other benefits which have occurred in his absence.

3.09 Continuation in Benefit Plans

An employee on leave in accordance with paragraph 3.08 above shall have the right to participate in the Company's Medical Plan, and Income Continuance Plan with the Union paying the cost of such participation to the Company.

3.10 List of Employees'

The Company shall supply the Union monthly with a list of all employee hirings, transfers, promotions and terminations.

3.11 Job Stewards

The Company acknowledges the right of the Union to appoint or otherwise select one (1) Steward for each fifteen (15) employees to assist employees in presenting their grievances to the representatives of the Company. The Union will notify the Company of the names of such Stewards. The Company will furnish the Union with names of the Company representatives.

3.12 Employee Eligibility

Employees shall not be eligible to serve as Stewards, Union Officers, members of the Negotiating Committee or any Union committee unless on the active payroll of the Company.

3.13 Bulletin Boards

At least one (1) bulletin board shall be maintained for the posting of the Company and Union notices to employees represented by the Union. While the content of the Union notices shall be at the sole discretion of the Union, the Company reserves the right to veto the posting of notices of a derogatory, provocative or political nature.

3.14 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or any of its representative which conflicts with any of the terms or conditions of this Agreement.

3.15 Information for New Employees

A new employee shall be advised by the Employer that a collective agreement is in effect which defines terms and conditions of employment and provides for deduction of Union dues. A new employee shall be introduced to his/her Shop Steward by a representative of the Employer. The Company agrees that a Union Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of Union orientation.

3.16 Indemnity

The Company will indemnify and hold harmless Company employees from legal liabilities imposed upon them arising from their normal course of employment save in the case of gross negligence or willful misconduct by an employee.

**ARTICLE 4 GRIEVANCE PROCEDURE**

4.01 Explanation of Grievance – The Employee

The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word “employee” when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Company.

4.02 Explanation of Grievance

In this Agreement, unless the context otherwise requires, “grievance” means any dispute or difference between the Parties to this Agreement concerning the discipline or dismissal of any employee or any dispute or difference between the Parties to the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances of disputes arising during the life of this Agreement shall be settled without stoppage of work and without strike or lockout.

4.03 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either party may initiate a policy grievance in writing within thirty (30) days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee, for any reason, does not sign a complaint in accordance with Article 4.06, this will in no way restrict or limit the union from raising a grievance.

(a) The grievance party, i.e. either the Union Representative or the *Employer Representative*, or their nominee(s), shall initiate same by letter. Within five (5) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance

(b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 4.08.

4.04 Dismissal, Suspension Grievances

Grievance concerning dismissal or suspension of an employee may be submitted directly to Step II, Article 4.07 at the option of the grieving party, within ten (10) working days of the termination or suspension.

4.05      Employee Complaint

Should the employee have a complaint, the employee along with the Shop Steward whenever possible, will normally discuss such complaint with his/her immediate supervisor in an effort to resolve same. Such discussion will take place not later than ten (10) working days after the event causing the complaint or within ten (10) working days from the time the employee became aware of the event causing the complaint.

4.06      STEP I

Should a complaint be unresolved, the complaint, signed by the employee, may be submitted by the Shop Steward to the immediate supervisor in writing, with a copy to the union, and to the Human Resources Manager not later than ten (10) working days from the date the complaint was first discussed under the complaint procedure, and will be considered a Step 1 grievance.

The supervisor will discuss the grievance as required with the Shop Steward and/or Union Representative and render a decision in writing to the Shop Steward with a copy to the union and the Human Resources Manager with ten (10) working days of the date of referral to Step I.

4.07      STEP II

Should a grievance be unresolved at Step I, the Union may refer the matter to Step II by writing to the Human Resources Manager with a copy to the supervisor within ten (10) working days of receipt of the decision at Step I.

Within five (5) working days of receipt of the Union's referral to Step II, the Human Resources Manager will discuss the grievance with representatives of the Union.

Within ten (10) working days of receipt of the Union's referral to Step II, the Human Resources Manager or will submit his/her decision to the Union in writing.

Within fifteen (15) working days of receipt of the written reply at Step II, the Union may refer the grievance to arbitration as set out in Article 4.08.

4.08      Step III Arbitration Procedure

a)      Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the

names of potential arbitrators. The other party shall not be obligated to agree of any of the names put forward.. Nevertheless the Union and the Company shall, within five (5) working days of notification being received by the other party, agree on a single arbitrator.

Should the Parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party pursuant to section 86 of the Labour Relations Code of British Columbia to appoint an arbitrator.

- b) The arbitrator shall be requested to render a decision within a period of one (1) month following his/her appointment. The arbitrator's decision shall be final and binding on both Parties to this Agreement.
- c) The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- d) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitrations proceedings.

4.09 Time Limit Extension

Time limits specified in Article 12 are directory and may be extended by mutual agreement between the two Parties.

4.10 Start Grievance at Step II

The processing of any grievance may begin with Step II by mutual agreement of the Parties.

4.11 Disclosure Information

The Parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

4.12 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, without compromising natural justice or due process, the Company and the Union hereby agree to implement the expedited arbitration procedure set forth below:

- (a) By mutual agreement, the Parties may refer any matter properly submitted in accordance with the provisions of the grievance procedure to expedited arbitration.
- (b) Except as otherwise provided, the expedited arbitration hearing(s) shall be held within thirty (30) calendar days of the date of appointment of a single arbitrator,

whom the Parties shall jointly select from among the following five 5 agreed upon arbitrators:

- (i) Munroe, Donald
- (ii) Ready, Vincent L.
- (iii) Thompson, Mark
- (iv) Burke, Emily
- (v) Korbin, Judy

- (c) Where no above-mentioned arbitrator is available within the required thirty (30) calendar days, the Parties may agree upon an alternate arbitrator who is thus available or otherwise extend the time limits as necessary, subject to mutual consent.
- (d) The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard hereunder by a single arbitrator.
- (e) Grievances shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Company, who shall not be external representatives such as lawyers. A Union Business Representative shall be considered a legitimate advocate for the purpose of expedited arbitration.
- (f) The decision of the expedited arbitrator shall be:
  - (i) rendered in writing within thirty (30) calendar days following the date of conclusion of the applicable hearing(s), unless an extension is otherwise agreed to by the Company and the Union. The arbitrator shall endeavour to make a written award which is as brief as possible;
  - (ii) consistent with the terms of the Agreement;
  - (iii) confined to the grievance(s) referred to him;
  - (iv) final and binding upon the Company and the Union and upon any employee in the bargaining unit affected by it; and
  - (v) of no precedential value and shall not be referred to by either Party in any other proceeding.
- (g) During the course of expedited arbitration, with mutual consent, the Parties may empower the arbitrator to mediate between them by making such suggestions and doing such things as he deems right and proper to encourage settlement of the grievance.
- (h) The Company and the Union shall equally share the cost of the fees and expenses of the arbitrator and hearing room.

#### 4.13

#### Grievance Mediation

The Parties may mutually agree to refer the outstanding dispute to the mediation process as follows:

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **MARK THOMPSON**, 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 thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The facts of the matter in dispute shall be presented during Grievance Mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

Mr. Thompson, or the substitute agreed to by the Parties, shall remain seized for the life of the collective agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article.

### **ARTICLE 5 SENIORITY**

#### 5.01 Seniority Defined

- (a) Seniority shall mean length of continuous service with the Company, accumulated within the bargaining unit, subject to the other provisions of this Article 5.
- (b) Notwithstanding anything, an employee shall only be granted appropriate continuous service credit, that is, seniority, for employment with the Company outside of the bargaining unit after he or she has entered or re-entered the bargaining unit, as the case may be, for the purpose of vacation entitlement and in accordance with this Agreement.
- (c) When two (2) or more employees commence work with the Company on the same day the procedure for establishing their relative seniority shall be as follows:
  - (i) The employee who commenced work at the earliest hour of the day shall be senior; or

- (ii) When the employee commenced work at the same hour on the same day, or their start times on the same day of commencement of work cannot be established, their relative seniority shall be determined by a method of random selection mutually agreed between the Company and the Union.

5.02 Probationary Employee

After an employee has accumulated a period of service of three (3) months with the Company, he shall be granted seniority from the date of his employment. During such three (3) month period the employee shall be on a probationary basis.

5.03 Seniority List

A seniority list of employees will be maintained by the Company and a copy will be sent once a year to the Union on the 15<sup>th</sup> of January.

5.04 Loss of Seniority

An employee shall lose his seniority only if he:

- a) voluntarily quits the employ of the Company;
- b) is discharged for just cause;
- c) is on lay off and fails to report back to work within seven (7) calendar days of a Notice of Recall by registered mail to the last address on record with the Company;
- d) is laid off for a period in excess of the recall period provided for in paragraph 8.05 a) and b);
- e) leaves the bargaining unit to take a position excluded under the Labour Relations Code of British Columbia and is thus required to withdraw from the Union, except as allowed under Clause 5.05.

5.05 Protection of Seniority

An employee who leaves the Bargaining Unit voluntarily (ie. through promotion) will be granted accumulated seniority for the purpose of re-entry to the Bargaining Unit provided that such re-entry occurs within a period of one year of the date of leaving the Bargaining Unit and the employee continues to remit Union dues. Such seniority may be used for;

- a) Bumping within the period of one year only to return to the position the employee held prior to leaving the Bargaining Unit.
- b) Applying for a vacancy through the job posting provisions of Article ~~6~~ 7.

- c) The Company and the Union may allow the employee re-entry into the Bargaining Unit through any other method by mutual agreement.

## ARTICLE 6 EMPLOYEE CATEGORIES

### 6.01 Permanent Full Time Employees

Permanent Full Time employees are engaged on an ongoing basis at 37 ½ hours per week. Permanent Full-Time employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically to Temporary or Permanent Part-Time employees.

### 6.02 Part Time Regular Employees

A Part Time Regular employee is one hired to fill a part time ongoing position vacated by a Part Time Regular employee or to fill a new part time position which is of a continuing part time nature.

Part Time Regular employees will work according to a regular part time schedule with regular days and hours of work. A Part Time Regular employee shall not work more than seventy per cent (70%) of the normal monthly hours as established in Article 13.

#### a) Probation for Part Time Regular Employees

A Part Time Regular employee, who works a five (5) day week Monday through Friday will conclude their probationary period as provided by Article 5.02 after having worked the equivalent hours as described for the probationary period.

Be credited with Seniority and service back to the date of hire upon completion of the probationary period and such credit during that period and hence forth shall be in accordance with hours worked for the company provided the employee retains membership in the Union.

#### b) Layoff for Part Time Regular Employees

Part Time Regular Employees will be laid off in accordance with their seniority. No Part Time Regular employee will exercise bumping or recall rights over a Permanent Full Time Employee.

#### c) Part Time Regular Employee Benefits

- i) Part Time Regular Employees will not be entitled to coverage under the benefit plans and in lieu thereof will be paid at the rate of 110% of the rate they would have otherwise attained.
- ii) Part Time Regular Employees are entitled to receive sick leave on a pro-rata basis to cover scheduled days off work.
- iii) Part Time Regular Employees will be paid for Statutory Holidays on a pro-rata basis and accumulate vacation entitlement on a pro-rata basis and will be entitled to vacation pay and entitlement on a pro-rata basis.
- iv) Part Time Regular Employees shall receive salary step increases in accordance with their accumulated service and have their salary calculated by multiplying their appropriate hourly rate times the hours worked. They will also receive a 10% premium on gross salary for shifts which start after 12:00 pm.
- v) Part Time Regular Employees shall have the right to apply to full time regular positions but seniority shall be determined on a pro-rata basis.

6.03      Temporary Employees

a)      Definition of Temporary Job Vacancy

A temporary job vacancy shall be deemed to exist when the Employer undertakes in accordance with this Letter of Understanding to:

- i) replace temporarily a permanent employee in the bargaining unit who is absent due to sick leave, Workers' Compensation or any other approved leave of absence; or
- ii) replace temporarily a temporary employee in the bargaining unit who is absent due to sick leave, Workers' Compensation or any other approved leave of absence; or
- iii) cover peak work load conditions or special projects; or
- iv) provide summer employment for students.

b)      Duration of a Temporary Vacancy

The duration of a temporary vacancy shall not exceed six (6) months without mutual agreement of the Company and the Union to extend.

c)      Filling a Temporary Vacancy

The duration of a temporary vacancy shall not exceed six (6) months without mutual agreement of the Company and the Union to extend.

i) All temporary job vacancies which are longer than four (4) consecutive work weeks must be posted and filled in accordance with Article 6. Preference shall be given to current employees.

ii) A job posting for a temporary vacancy must specify the start date and the end date and any change thereto must be mutually agreed to by the Company and the Union.

d) Status of Employees Who Fill Temporary Vacancies

i) A permanent employee who fills a temporary vacancy shall continue to be deemed to be a permanent employee.

ii) Any person other than a permanent employee who fills a temporary vacancy shall be deemed to be a temporary employee.

e) Restriction on Use of Temporary Employees

No person who is classified as a temporary employee shall work more than a total of one hundred and twenty-five (125) days in any calendar year, except by mutual agreement between the Company and the Union. Temporary employees, who obtain a regular position without an interruption in service, shall have their seniority backdated to the date they were last hired.

f) Effect of Conclusion of a Temporary Vacancy

a) At the conclusion of a temporary vacancy, if filled by a permanent employee, that permanent employee shall be returned by the Company to his or her previous job position and work location and shall be kept "whole" in all respects under the Collective Agreement as if he or she had remained working in said former job position.

b) At the conclusion of a temporary vacancy, if filled by a temporary employee, that temporary employee shall be terminated by the Company, unless his or her employment is continued by the Company in accordance with this *Article* and all other applicable provisions of the Collective Agreement through either:

i) filling another temporary vacancy; or

ii) filling a permanent vacancy.

g) Hours of Work – Temporary Employees

Hours of work will normally be between 7:15 am and 5:00 pm or as is mutually agreed to by the parties and will not exceed 7.5 hours per day and 37.5 hours per week.

Note: Flextime will not apply unless agreed to by the Department Supervisor

h) Rates of Pay – Temporary Employees

Rates of pay will be in accordance with the Bi-Weekly Salary Scales, except that former employees will be paid a minimum of the salary they had previously attained.

i) Vacation Pay – Temporary Employees

In lieu of vacation, temporary employees shall on termination be paid four percent (4%) of gross earnings.

j) Benefit Entitlement – Temporary Employees

Temporary employees upon completion of three (3) months of continuous service shall be eligible to participate in the Health and Welfare Plans of the Company except for the Pension Plan and the Group Insurance Plan.

k) Collective Agreement Exemptions – Temporary Employees

Temporary employees shall be exempt from coverage under the following provisions of the Collective Agreement: clause 5.01 temporary employees shall not accrue any seniority, except in accordance with clause e) above, articles 6 & 7, however temporary employees shall be given preference in appointment to job vacancies over outside hires provided they meet the applicable job selection criteria, clause 7.03 articles 19 and 20.

Except as expressly provided otherwise by this Article, all of the provisions of the Collective Agreement shall apply in full with respect to all temporary employees.

## **ARTICLE 7    JOB VACANCIES**

### 7.01    Job Postings

When a position in the bargaining unit requires filling, the vacancy will be posted for not less than five (5) working days so that employees in the unit may have the opportunity of applying. Such posting shall occur prior to outside advertisement. The bulletin will state the job title, salary range, hours of work and a description of duties as stated in the job description. A copy of the job vacancy posting will be sent to the Union at the same time it is posted.

7.02 Job Selection

Preference in appointments to jobs within the bargaining unit shall be given to applicants in the bargaining unit provided they have the necessary ability, experience, and skill. If there is no applicant within the bargaining unit with the ability, experience and skill, then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job. Should more than one employee within the bargaining unit have the ability, experience and skill to fill a job vacancy and should the ability, experience and skill be relatively equal then preference shall be given to the senior employee as defined under paragraph 5.01.

7.03 Probationary Employees

An employee who has not completed his/her probationary period as provided for by clause 5.02 shall not be eligible to apply for job postings unless otherwise agreed by the Company.

7.04 Lateral Transfer

An employee who has applied for and has received a lateral transfer to an equal level job shall not be eligible to apply to a subsequent job of an equal level for a period of twelve (12) months unless otherwise agreed by the Company.

7.05 New Position

Prior to recruitment, the Company will notify the Union of any new job including any new non-bargaining unit jobs. The parties will meet at the request of either party discuss inclusion of such new job(s) if the assertion is that the job is excluded from the bargaining unit. The Company will prepare and provide the Union with a copy of the job description.

In the event that the parties cannot reach agreement, the dispute shall be resolved by the arbitration procedure defined in Article 4 of this Agreement.

Non-bargaining unit position presently in existence which may subsequently require filling are not part of this clause.

**ARTICLE 8 DISPLACEMENT, LAYOFF AND RECALL**

8.01 Notice of Displacement or Layoff

If a reduction of staff is necessary, the Company shall notify the Union at least thirty (30) calendar days prior to notifying the employees of the layoff, and the following procedure shall be adopted. At the time of notification, the Company will meet with the Union to discuss the reason(s) for the lay-off, any alternatives which may exist, and all other options available to those affected employees. It shall be the intent that all temporary employees will be laid off first then the permanent employees in the

bargaining unit with the least amount of seniority shall be the first laid off provided there are other employees in the bargaining unit who have greater seniority and have the ability to do the job(s);

8.02 Layoff

The employee in a job classification with the least amount of seniority will be the first laid off from the job.

8.03 Bumping Procedure

- (a) An employee in the above circumstances may displace an employee in an equivalent or lower classification with less seniority provided he has the skill and basic knowledge to perform the job at a satisfactory level within a reasonable period of familiarization. In these cases the employee shall retain his rate if it is not beyond the maximum or if his rate is beyond the maximum the employee will be paid the maximum rate for the job.
- (b) Employees who are displaced from their job as a result of such bump-back procedure, may themselves bump-back and displace employees having less seniority provided they have the necessary skill and basic knowledge to perform the job at a satisfactory level within a reasonable period of familiarization.

8.04 Notice of Layoff

Employees concerned shall be given notice of layoff or salary in lieu of notice as follows:

Six (6) months continuous service	4 weeks
Three (3) years continuous service	8 weeks

8.05 Recall

- (a) Any employee with six (6) months or more of service who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of eighteen (18) months.
- (b) Any employee with twelve (12) months or more of service who is laid off due to lack of work or redundancy, shall be placed on the recall list for an additional six (6) months if the employee confirms his availability for recall immediately prior to the expiration of the first eighteen (18) months on the recall list.

8.06 Employees on Recall List

The Company will first hire employees who are on the recall list for any temporary part-time work that they are qualified to perform.

Employees by either accepting or rejecting any temporary or part-time work will not abrogate their rights to proper recall

An employee called in to work on a temporary or part-time assignment will have their recall entitlement extended by the amount of time they worked.

An employee called back under this clause for part-time assignment work will be paid a 10% premium in lieu of benefit coverage.

8.07 Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within seven (7) days of receiving it or lose rights of seniority and recall.

8.08 Recall Procedure

- (a) Employees laid off and recalled to their former position within twelve (12) months shall receive their former salary and any salary increments which they would have received had they not been laid off.
- (b) Employees recalled after the first twelve (12) months on the recall list shall receive the Step on the Salary Scale which they were on at the time of layoff and any salary increments which they would have received during their first twelve (12) months on the recall list.

8.09 Salary Protection

- a) Employees with less than five (5) years seniority who are laid off and recalled to a lower classification shall receive the same salary on rehire that they received at date of layoff provided it is not beyond the maximum rate for the job.
- b) Employees with five (5) years or greater seniority who are recalled to a lower classification from the recall list, shall receive red-circle salary treatment.

Red-circling shall be defined as retaining the incumbent's present rate of pay until such time as the maximum rate for the lower classification meets, or exceeds, the incumbent's current rate of pay for the higher classification.

**ARTICLE 9 DISCHARGE AND TERMINATION**

9.01 Union Representation

It is hereby agreed that the Company has the right to discipline, and to discharge without notice, for just cause, subject to the Grievance Procedure with the right to vary the penalty.

- (a) Union representation will be present for any discussion or meeting involving any representative(s) of the Company and any employee(s) the subject matter of which is the discipline, discharge or termination by the Company of said employee(s).
- (b) When a Union representative is subject to discipline, discharge or termination, another Union designated representative must be present and act as his or her representative for the purpose of this Article.

At the time of discipline or discharge, the Company will give the employee a written statement of the reasons for such discipline or discharge and will send a copy to the Union.

#### 9.02 Inadequate Performance

Provided progressive discipline has been initiated (i.e. oral counselling and first written warning regarding a deficiency or performance concern) a regular employee who has completed his/her probationary period as provided for by paragraph 5.02 may be placed on a performance plan as per clause 8.03 for inadequate performance. Prior thereto the Company will provide a written notice to the employee with a copy to the Union outlining the inadequacies.

#### 9.03 Progressive Discipline

- (a) The employee will be given a period of up to three (3) months from the date of such notice during which the employee and the supervisor and/or manager will endeavour to raise the employee's performance to an adequate level. This period will not be less than three (3) months unless otherwise agreed by the Parties.
- (b) The Company will provide regular feedback to the employees regarding the progress in addressing performance inadequacies. The Company will meet with the employee, together with the Job Steward and/or Union Representative, to discuss the employee's progress in achieving the Company's performance expectations.

Such meetings will be held a minimum of once per month. The performance inadequacies, the Company's expectations, and the employee's progress toward achieving those expectations, will be presented in writing.

- (c) An employee who fails to improve his/her performance to an adequate level by the end of the above stated period may be terminated in accordance with clause 8.04.

9.04 Termination Notice

If an employee is to be terminated (other than for just cause) he will be given two (2) weeks written notice of termination, or two (2) weeks wages in lieu of notice. Such notice and/or pay in lieu of notice shall be in addition to any vacation entitlement or severance pay entitlement.

**ARTICLE 10 OCCUPATIONAL HEALTH AND SAFETY**

10.01 Health and Safety Committee

The office Health and Safety Committee shall be composed of up to two (2) members of Management and up to two (2) members from the Union.

10.02 Committee Meetings

The Committee shall meet on a monthly basis or at other intervals mutually agreed upon.

10.03 Committee Purpose

The purpose of the Committee is to investigate health and safety problems, and to make recommendations to the Company on these matters. A recommendation of the Committee is not binding on the Company.

10.04 Meeting Minutes

After each meeting, the Committee minutes will be posted and a copy will be provided to the Union.

10.05 Safety Equipment and Clothing

The Company shall provide at no cost to employees any equipment, clothing or footwear which is necessary for use by any employee for reasons of occupational health or safety. It shall be the responsibility of the Company to maintain these items in good repair or to replace them. These items shall remain the property of the Company.

10.06 Legislation

The Company agrees that all relevant regulations pursuant to the Workers Compensation Act of British Columbia shall prevail and to this end no employee shall be required to perform work under unsafe conditions.

10.07 Paid Leave for First Aid Ticket

An employee who is required to obtain and renew a First Aid ticket in compliance with the Workers Compensation Board Regulations shall be provided time off with pay at

straight time rates for the purpose of study in preparation for and sitting the examination. The time off shall be equal to that provided to employees in IBEW 258 for the same purposes.

10.08 Premium for First Aid Ticket

A premium of one dollar (\$1) per hour shall be paid to the employee holding the First Aid ticket when the employee is on duty as first aid attendant, and a premium of fifty cents (\$0.50) shall be paid while the employee is on standby.

10.09 Health and Safety Education

The Union representatives on the Health and Safety Committee shall be entitled to one (1) day paid Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

10.10 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of their choice on an annual basis.
- b) If problems arise the Company reserves the right to have an examination performed by an ophthalmologist of their choice. This examination shall be at the Employers' expense and shall not interfere with the employee's normal annual check up. If this check up takes place during the employee's normal hours of work he shall suffer no loss of pay.
- c) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- d) When a pregnant employee chooses not to monitor such video display terminals, if other work she is capable of performing at the same or lower level is available within the offices, she shall be reassigned to such work and paid at her regular rate of pay.
- e) Where work reassignment in clause (d) above is not available, a regular employee shall be considered to be on leave of absence without pay until she qualifies for maternity leave.
- f) The Company shall pay the premiums, during the leave of absence, where an employee on leave of absence pursuant to (c) above, opts to maintain coverage of medical, dental, extended health, group life, and long term disability payments.

**ARTICLE 11 STATUTORY HOLIDAYS**

11.01 Recognized Holidays

For the purpose of this Agreement the Company acknowledges the following days to be Statutory Holidays with pay:-

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

and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia. The Company further agrees that should any of the above Statutory Holidays fall on either a Saturday or a Sunday, it will be observed on the Monday succeeding the holiday or the working day succeeding the holiday.

11.02 Floating Holiday

All employees will be granted one 1 Personal Floating Holiday during each contract year, to be arranged at a time suitable to the employee and the Company.

**ARTICLE 12 ANNUAL VACATION**

12.01 Year of Hire Vacation

An employee who enters service between 1 January and 31 May inclusive and who completed six (6) months continuous service in the calendar year of hire, shall be entitled to five (5) days vacation with pay which shall be taken in that calendar year. An employee shall not take a vacation in his first anniversary year until he has completed six (6) months continuous service.

An employee who has taken a year of hire vacation shall have such vacation deducted from his vacation entitlement in his first anniversary year.

12.02 Vacation Entitlement

An employee shall earn this annual vacation entitlement for any calendar year when he reaches his anniversary, although he may take his annual vacation any time during that calendar year. Annual vacation entitlement with pay shall be as follows:

10 working days after	1 year of service
15 working days after	2 years of service
20 working days after	10 years of service
25 working days after	17 years of service
30 working days after	30 years of service

12.03 Statutory Holiday During Vacation

In the event any of the holidays enumerated in Article 10, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

12.04 Vacation Pay

Vacation pay will be at current regular salary or at 4%, or 6%, or 8%, or 10%, or 12% or 14% of gross salary for the previous calendar year for 2-weeks, 3-weeks, 4-weeks, 5-weeks, 6-weeks or 7-weeks vacation entitlements respectively, whichever is greater. Employees who are laid off for a period in excess of two (2) months shall be paid their vacation pay in a pro-rata fashion.

12.05 Scheduling Vacation

Vacations may be taken in broken periods but normally at least two weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have selected one period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen. Vacation periods shall not conflict with essential departmental requirements.

12.06 Termination of Employment

- a) Employees who are terminating and who have not taken their vacation and who have not reached their anniversary date will be paid on a pro-rata basis from their last anniversary.
- b) Employees who are terminating and who have not taken their vacation but who have passed their anniversary date will be paid their full vacation entitlement to their anniversary date plus any additional entitlement carried from that date to date of termination calculated on a pro-rata basis.
- c) Employees who are terminating and who have taken their vacation but who have not reached their anniversary date will have deducted from their final pay or will remit to the Company on termination the difference between the

actual money paid for vacation and the earned vacation entitlement calculated on a pro-rata basis from their last anniversary.

- d) For the purpose of the above calculations all employees hired on or prior to April 30, 1972, will assume an anniversary date of April 30. This will not affect their qualifications for vacation entitlement occasioned by their natural anniversary.

12.07 Employment Standards

It is agreed that employees shall be entitled to the greater of legislated vacation entitlement or the provisions of this Collective Agreement.

12.08 Supplementary Vacation

A supplementary vacation of one (1) week will be granted and paid, on a pro-rata basis, to all employees. Supplementary vacation will be taken in accordance with Article 11.05 but not later than March 31st in each calendar year. Supplementary vacation entitlement shall be included in the calculation under Article 11.04.

Employees have the option of requesting the cash equivalent of this supplementary vacation. Employees wanting this option must declare by March 31st of the year in which entitlement is being calculated whether they want to take this supplementary vacation or take the cash equivalent in lieu. This pay in lieu shall be issued in the first pay period in July.

12.09 Call Back From Vacation

An employee shall not be called back to work during his/her vacation period without his/her prior consent.

**ARTICLE 13 BENEFIT PLANS**

13.01 Maintaining Benefits During a Dispute

In the event of a labour dispute the Company will ensure that all Welfare Plans will be maintained for the duration of such dispute, provided that the full costs of coverage of plans are paid monthly by the Union and that further thereto the Union agrees to provide such labour assistance as may be required to process the clerical work required to assure the foregoing.

13.02 Coverage Eligibility

After three (3) months of continuous service with the Company, an employee may participate in the Company's voluntary Group Insurance Plan subject to the terms and conditions applicable to the Plan.

13.03 MSP Premiums

The Company will pay the full cost of premiums on behalf of its employees to the M.S.P. of British Columbia, the M.S.A. Extended Health Benefits Plan, the Group Insurance Plan and the Dental Plan.

13.04 Optical Plan

The Company agrees to pay the full cost of premiums for the optical plan as described in Appendix "C". The Company further agrees to reimburse the cost of Eye examinations for each eligible employee on a two year basis to the ophthalmologist or optometrists of the employee choice.

13.05 Sick Leave Entitlements

- a) In the first year of service, all employees will earn a paid sick leave entitlement of one (1) day per month to the maximum of six (6) days in the first year of service.
- b) In the second year of service all employees will have a paid sick leave entitlement of six (6) days plus one-half (1/2) day per month of service in that year.
- c) In the third year of service all employees will have a paid sick leave entitlement of twelve (12) days plus one-half (1/2) day per month of service in that year.
- d) In the fourth year of service all employees will have a paid sick leave entitlement of eighteen (18) days plus one-half (1/2) day per month of service in that year to a maximum of twenty-four (24) days.
- e) In the fifth year of service all employees will have a paid sick leave entitlement of twenty-four (24) days, which will increase at a rate of one-half (1/2) day per month of service with each subsequent year up to a maximum of one hundred (100) days in the seventeenth (17th) year.
- f) Employees will not be paid for any sick leave taken during the first three (3) months of service but will earn paid sick leave entitlement during those three (3) months of service.
- g) Employees may utilize their sick leave entitlement to attend to a family illness. A medical certificate may be required for absences exceeding 3 days.
- h) After one (1) calendar month of sickness the balance of sick leave entitlement may be used to supplement income continuance benefits. The employee will have the option to supplement on the basis of fifteen percent (15%) or thirty

percent (30%) of a day's pay for each day an employee is in receipt of the benefits from the Plan.

- i) In addition to the above, employees with more than three (3) months service but lacking sufficient sick days credits to cover the period prior to the start of Short Term Benefits, will, after two (2) weeks sickness and after the exhaustion of all sick leave be entitled to benefits equal to those supplied by E.I. (i.e. two-thirds of Basic Salary to the maximum allowable benefit provided by E.I.).

It is understood that the Employer will retain the full Employment Insurance Commission premium reduction including the employee's portion, available to those Employers whose Wage Loss Replacement Plan is registered.

- j) Employees who utilize fewer than 6 days of sick leave entitlement by December 31st in each calendar year shall cash out each one of their remaining 6 days into an RRSP at \$100.00 per unused day.

- k) In 1998 and 1999 new employees hired before February 1st who utilize fewer than 5 days of sick leave entitlement by Dec. 31st in each calendar year shall cash out each one of their remaining 5 days into an RRSP at \$100 per unused day. Every 2 months after February 1st, the entitlement shall reduce by 1 day. I.e. if hired before: February 1st - 5 days entitlement, April 1st - 4 days, June 1st - 3 days, August 1st - 2 days, October 1st - 1 day. In 2000, employees hired before March 1st who utilize fewer than 6 days of sick leave entitlement by December 31st in each calendar year shall cash out each of their remaining 6 days into an RRSP at \$100 per unused day. Every 2 months after March 1st, the entitlement shall reduce by 1 day. I.e. if hired before: March 1st - 6 days entitlement, May 1st - 5 days, July 1st - 4 days, September 1st - 3 days, November 1st - 2 days, January 1, 2001 - 1 day.

In all years, the unpaid sick leave will only be paid out into their RRSP after a new employee has successfully completed their 3 month probationary period.

#### 13.06 Income Continuance Insurance

The cost of income continuance insurance outlined in 13.05 above will be borne one hundred percent (100%) by the Company.

The Company has the right to select the Carrier provided this does not change the coverage provided by the income continuance insurance and the Union is advised of any contemplated change in the Carrier.

Details of the insurance plan outlined in paragraph 13.05 above will be incorporated into this Agreement in "Appendix B".

#### 13.07 Medical Certificate

If an absence due to illness exceeds three (3) working days, a medical certificate may be required by the Company. The cost of the certificate shall be borne by the Company.

13.08 Injury or Illness at Work

- a) Should an employee be injured or become ill while at work and is obliged to cease work, the employee's wages will continue for the balance of the day (minimum of regular day's pay).
- b) The Company shall provide adequate emergency transportation to and from the nearest suitable doctor, hospital or employee's home, for any employee injured or who has become ill while at work. Should another employee be assigned to assist such ill or injured employee they will suffer no loss of pay.

**ARTICLE 14 HOURS OF WORK AND OVERTIME**

14.01 Hours of Work

The work day shall consist of a shift of 7-1/2 hours with provisions for flex-time as per Appendix "G". The work week shall be Monday to Friday inclusive.

14.02 Rest Periods

Employees will receive two fifteen-minute rest periods each day at a time specified by the Company unless employees within a Department elect to have improved coffee service available throughout the day in lieu of the fifteen (15) minute rest period.

Employees who work overtime shall be entitled to a fifteen (15) minute break after the first two (2) hours provided the employee continues to work after the break. Should overtime continue, then additional breaks will be earned. Exclusive of meal breaks, only two (2) breaks shall be earned in an eight (8) hour period.

14.03 Overtime

Any time worked beyond conclusion of a regular shift shall be paid at overtime rates. All overtime including time worked on Saturday or Sunday will be paid at double time. All time worked on Statutory Holidays or days in lieu of Statutory Holidays will be paid at double time in addition to a regular salary.

14.04 Banked Overtime

Employees may request to have overtime banked by the Company. Time off in lieu of payment to be taken at a time mutually agreed to by the Company and the employee. In the event that banked overtime is not used prior to December 31 of any year, payment will be made of the balance at the applicable rate of earnings in force at the time the overtime was worked.

14.05            Unscheduled Overtime

Employees requested to perform emergency overtime work or who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum four (4) hours pay at overtime rates. Appropriate travel time to and from work shall be considered as hours worked and paid at overtime rates.

14.06            Meal Allowance

Employees working two (2) hours or more after the termination of a regular shift or two (2) hours or more before the commencement of a regular shift shall receive in each case a meal allowance in the amount of twelve dollars (\$12.00) and the Company shall not require submission of any related receipt.

14.07            Scheduled Overtime

It is agreed by the Union and the Company that the working of excessive overtime is undesirable to both parties.

It is further recognized that, due to peak workloads at periods during the month or year, scheduled overtime in many cases cannot be avoided.

In the Common interest of both parties, it is therefore agreed that the Company will make every effort to keep overtime to a minimum and the Union in return will cooperate with the Company in working such overtime as requested.

It is understood that nothing in the above constitutes a condition of compulsory overtime. The Company does not have any expectations or requirements of its employees to work overtime without remuneration. The Company will pay overtime premium in accordance with this article for approved overtime.

Any legitimate condition would be accepted as a reason for not working overtime and shall include failure of the Company to provide at least twenty-four (24) hours notice prior to the commencement time of any overtime requested to be worked.

**ARTICLE 15       TRAVEL ALLOWANCES AND LIVING EXPENSES**

15.01            Expenses

The Company will pay for fare, meals, sleeping accommodation, and any reasonable expenses for employees while travelling on Company business.

15.02            Travel Time

When work is performed on the day in question, all time spent in travel shall be considered as time worked; when no work is performed on the day in question, the employee shall receive up to a maximum of seven and one-half (7-1/2) hours per day at straight time rates for all time spent in travel on a Saturday or Sunday.

15.03 Mileage

When the Company requires employees in the bargaining unit to use their own vehicle for company business the company shall reimburse the employee at 43 cents per kilometre.

15.04 Company Relocation

- a) In the event the Company relocates more than 50 km. from its present Richmond address, the Company will pay each employee a sum of \$300.00 split into 2 equal payments of \$150.00. The first payment shall be made at the time of the relocation and the 2nd payment made on the 1st anniversary date of the relocation. In the event the facility is relocated a distance greater than 80 km. from its present location, the payment shall be \$600.00 split into 2 equal payments and paid as above.
- b) In addition to 14.04 (a), if the Company relocates a distance greater than 80 km. from its present Richmond address, the Company will pay a \$1500.00 moving allowance to any employee moving a minimum of 25 km. closer to the new location. The employee must advise the Company of their intent to move within 90 days of the official announcement and actually relocate within 6 months of the Company's relocation.

**ARTICLE 16 LEAVE OF ABSENCE**

16.01 Leave Without Pay

The Company may grant leave of absence without pay, in writing to any employee where such absence will not interfere with Company operations.

- a) The Company may grant to an employee, with five (5) years of continuous service, a leave of absence of up to six (6) months. Requests for such leave will be submitted in writing three (3) months in advance. The Company will not unreasonably deny such a leave. While on this leave of absence the employee will pay the cost of all benefits. The employee will not contribute to the Pension Plan during this period, and their pensionable service shall be so affected.
- b) The Company may grant, in exceptional circumstances, a leave of absence of up to 10 consecutive working days without pay in any calendar year. The Company will not unreasonably deny such leave.

16.02 Union Leave

Subject to departmental requirements, the Company will grant leave of absence without pay upon written request of the Union to not more than two (2) employees at any one time to attend Union conventions or conferences but such leaves not to exceed a total of twenty (20) working days per year.

16.03 Maternity And/Or Adoption Leave

a) Prior to the Date of Birth or Adoption

An employee will be granted unpaid leave of absence for maternity or adoption reasons. Any absence granted under this policy will not exceed fifty two (52) continuous weeks except as provided under Article 16.04, or by government regulation or legislation. Adoptive Parents can take a leave of absence of up to thirty-seven (37) weeks. Thirty (30) days prior to commencement of the leave of absence, the employee will notify her Manager of the number of weeks of leave she will be taking.

b) Leave will begin at any time chosen by the employee during the six (6) week period immediately preceding the expected delivery date or date of adoption. Unless medical reasons make it impractical, employees qualifying for unpaid leave of absence shall provide notice as specified in Article 16.03 a).

16.04 Extended Leave Requests

An extension of up to twenty-six (26) weeks beyond the leave pursuant to 16.05 a) shall be granted upon written application to the employee's Manager.

16.05 Parental Leave

a) An employee shall be granted an unpaid leave of absence for a continuous period not exceeding thirty-seven (37) weeks, thirty-five (35) weeks for a birth mother who has taken Maternity Leave, provided such leave is commenced within one (1) year following the birth or adoption of a child.

b) An employee will give the company as much notice as possible of the date on which the employee wishes to begin the leave of absence, but in no instance less than thirty (30) calendar days notice.

c) An employee desiring to return to regular employment following paternity leave shall notify the Company at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the paternity leave.

d) parental leave shall cease when the employee:

resigns during the period of leave

or

elects not to return to her position at expiry of the leave, or fails to do so within the prescribed time limit.

- e) Employees wishing to return to regular employment following maternity or adoption leave shall notify their Manager in writing at least thirty (30) calendar days prior to the desired date of return.

#### 16.06 Benefit Coverage

The Company will continue to pay its share of premiums for the period of leave governed by the Employment Standards Act, Maternity and Parental Leave provisions. (At date of signing maximum 50 weeks) Maintenance of benefit coverage beyond the period covered by the Employment Standards Act will be at the expense of the employee.

#### 16.07 Vacancies Due To Leaves

- a) The Company shall fill the vacancy created by the granting of parental, maternity or adoption leave in accordance with Article 6. The employee selected to fill the vacancy shall continue to do so until the employee on parental, maternity or adoption leave has;

at the expiration of her leave, returned to her position.

or

resigned, or advised the Company of her election not to return to the position at the expiration of her parental leave, and the Company has refilled the position.

- b) Where an extension is granted under Article 15.04 b), the corresponding extension of an appointment pursuant to Article 15.07 a) need not be posted.

#### 16.08 Application Of Sick Leave

Sick Leave does not apply during parental leave.

#### 16.09 Citizenship Leave

The Company will grant an employee a one day leave of absence with pay to attend a formal hearing to become a Canadian citizen.

#### 16.10 No Call Back From Leave Of Absence

Once an Employee has commenced an approved leave of absence, such Employee shall not be called back to work by the Employer, without the consent of the Employee.

16.11 Jury Duty

An employee who is called for Jury Duty shall receive for each day of absence during his normal work week the difference between what he receives as compensation for such duty and the pay he would normally receive for a regular work day, provided he furnished the Company with a certificate of service showing the amount of jury fee received

16.12 Bereavement Leave

- (a) In the event of the death of a parent, legal guardian, parent-in-law, grandparent, grandchild, brother or sister, the employee will be allowed a maximum of three (3) consecutive days off with pay at the payroll rate during the regular work week.
- (b) In the event of the death of a spouse, including a common law spouse, or child, the employee will be allowed a maximum of five (5) consecutive days off with pay at his payroll rate during the regular work week.
- (c) The Company may, at its discretion, grant further compassionate leave without pay dependant on the circumstances.

**ARTICLE 17 NATIONAL SECURITY**

17.01 The Union recognizes that the Company from time to time may have certain obligations with respect to security of information and materials under contract with the Government of Canada and its allies. The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the government and its allies. In the event that any government agency concerned with security regulations should direct the Company that any employee is restricted from work on, or access to, classified information or material the Union will not contest any reasonable action the Company may take to comply with such contractual obligations.

**ARTICLE 18 SALARIES**

18.01 Job Descriptions

The Company will provide the Union or the employee, on request, with a copy of the job description mutually agreed to and dated for each position covered by the Bargaining Certificate. The job description will list in detail the duties of each position. The intent being that job descriptions will describe the job(s) as factually and as clearly as possible.

18.02      New or Changed Bargaining Unit Positions

Any new positions which may be established during the life of this Agreement, or any changes in duties for existing positions, shall be subject to negotiation and agreement between the Company and the Union with respect to the job description and salary grade. In the event that the parties cannot reach agreement on the job description or salary grade, the dispute shall be resolved by the arbitration procedure defined in Article 4 of this Agreement.

18.03      Salary Scales

The salary scales applicable to the various job classifications established by the Company shall be as shown in Appendix "A".

18.04      Hiring Rate

New employees will be hired at the minimum rate for their job except that a new employee who has had experience directly applicable to his job may be paid either the six (6) months rate or the one (1) year rate. Higher starting rates may be paid in exceptional cases by agreement with the Union.

18.05      Promotional Increase

An employee who is promoted to a higher level job shall receive a salary promotional increase of not less than five percent (5%). A promotion of two (2) salary grades shall result in no less than ten (10) percent; three (3) salary grades in fifteen (15) percent; etc. Employees will not be paid less than the minimum rate or more than the maximum rate for a job classification.

18.06      Substitution Pay

- a)      If an employee is required to work temporarily in a higher classification for a period of one full day or more, then the employee shall receive salary treatment in accordance with paragraph 18.5 above for the total period of temporary relief.
- b)      Should such period of temporary work exceed a period of four (4) weeks, the job shall be posted and filled in accordance with Article 7 unless otherwise agreed by the Parties.

An employee assigned all or part of the duties of a higher grouped job shall be paid in accordance with Article 18.05 and 18.06(a).

18.07 Temporary Promotion

Any employee who is temporarily promoted under the foregoing provisions shall receive length of service increases along the higher salary scale, on the same date as his increases would have been effective had he remained in his regular position. At the conclusion of such temporary promotion the employee will revert to the position on his former salary scale which he would have achieved had he not been temporarily promoted.

18.08 Inadequate Performance

Salary advances in all salary ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that two (2) months notice of intent to withhold is given in writing by the Company to the Union Office. Two (2) months notice of such intent must also be given verbally or in writing to the employee affected. When the employee has fully restored his performance at some subsequent date, he may regain his position within the salary scale on a non-retroactive basis.

18.09 Salary Adjustments

Salary adjustments to next step in rates in accordance with paragraph 18.08 shall be made January 1, in each year for all employees whose starting date is prior to March 31, 1969. All other employees will progress in accordance with 18.08 on the anniversary of their starting date.

18.10 Length of Service Increase

- (a) An employee whose salary is on a step of the salary range will receive a length of service increase to the next step of the salary range.
- (b) An employee whose salary falls between steps of the salary range will receive a length of service increase which will equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length of service increase which would place him above the maximum salary for the job.

18.11 COLA

Provide for a percentage increase to all salaries and salary scales by the increase of the Canada Consumer Price Index (1981 = 100) starting with the base month of April, 2006 and concluding 31 March, 2007 by the amount this increase exceeds three and one half percent (3.5%) . This amount to be rounded to the nearest one tenth of a percentage (1/10%). (Eg: A 4.15% increase in the Canada CPI will provide a .65% increase to all salaries and salary scales.)

Provide for a percentage increase to all salaries and salary scales by the increase of the Canada Consumer Price Index (1981 = 100) starting with the base month of April,

2007 and concluding 31 March, 2008 by the amount this increase exceeds four percent (4.00%). This amount to be rounded to the nearest one tenth of a percent (1/10%). Eg: A 4.65% increase in the Canada CPI will provide a .65% increase to all salaries and salary scales.

Provide for a percentage increase to all salaries and salary scales by the increase of the Canada Consumer Price Index (1981 = 100) starting with the base month of April, 2008 and concluding 31 March, 2009 by the amount this increase exceeds four and one-quarter percent (4.25%). This amount to be rounded to the nearest one tenth of a percent (1/10%). (Eg: A 4.9% increase in the Canada CPI will provide a .65% increase to all salaries and salary scales).

## **ARTICLE 19 PENSION PLAN**

### **19.01 Plan participation Mandatory New Employees**

A new employee will be required to join the Company's Pension Plan, subject to the terms and conditions applicable to the Plan.

### **19.02 Plan Participation Existing Employees**

All present employees who are not members of the Company Pension Plan may join the plan by December 31, 1988, subject to the terms and conditions applicable to the Plan. It is understood that these employees electing to join, be considered new employees with no past service credits.

### **19.03 Plan Information**

Appendix "G" shows some significant information on the Plan. This material is for informational purposes only.

## **ARTICLE 20 SEVERANCE PAY**

### **20.01 Severance Pay Entitlement**

Severance pay will be granted to full time employees who are laid-off. This pay will be as follows:

- a) Equal to or greater than 6 months continuous service but less than or equal to 2 years of service - Two (2) weeks pay.
- b) Greater than 2 years but less than or equal to 18 years of service - One (1) additional weeks pay for every year of service greater than 2 years of service.
- c) Greater than 18 years - Two (2) additional weeks pay for each additional year of service beyond 18 years.

- d) The maximum severance shall be capped at 52 weeks of pay.

20.02 Severance Pay Options

An employee at his option may elect to:

- a) Take a lump sum payment equivalent to the full amount of his severance pay entitlement.
- b) Take his severance pay entitlement in bi-weekly instalments.
- c) Defer payment of his severance pay entitlement until any time during his lay-off and recall period or until his lay-off and recall period expires.

20.03 Severance and Recall

A regular employee who receives severance pay, if he is recalled from lay-off, will be required to refund one (1) week severance pay for each two (2) months of employment until severance pay received in excess of the period of lay-off is fully refunded.

**ARTICLE 21 TECHNOLOGICAL OR PROCEDURAL CHANGES**

21.01 Notice of Technological Change

The Company will provide the Union with notice when a decision is made, but in no event less than thirty (30) days advance notice, of any intention to introduce automation, new equipment or new procedures which might result in the displacement of regular personnel.

21.02 Training Options

In the event an employee is displaced from his position because of automation, new equipment, new procedures, or re-organization, the employee shall be eligible for training;

- i) for the operation of new equipment
- ii) for qualifying for new jobs created by such changes
- iii) for other vacancies for which the employee has the skill and basic knowledge to perform the job satisfactorily within a reasonable familiarization period. All training and re-training and/or upgrading required during this familiarization period will be determined by the Company and to be conducted during normal working hours and at the Company's expense.

21.03 Red Circling

Where any employee is displaced from his position under the terms of this article, and placed in a lower level position, and that employee has a minimum of five (5) years' accredited service, the employee will be given red-circle salary treatment, in accordance with ~~7.08 (b)~~ 8.08 (b).

21.04 Retraining

Employees who qualify under paragraph ~~20.03~~ 21.03 above must while red-circled accept retraining as provided by the Company without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform.

21.05 Automatic Applicant

Employees who are not retrainable (for reasons other than a refusal to accept training) under paragraph 21.02 iii) above will be considered while red-circled as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform.

21.06 Refusal of Retraining

Employees who refuse retraining under paragraph 21.04 or refuse a job under paragraphs 21.02 and 21.05 without legitimate reasons will forfeit their right to red-circle treatment, and revert to the salary treatment of the lower level job.

21.07 Displacement Procedure

An employee displaced from his position, under Article 21 who is not placed in accordance with the provisions of paragraph 21.02, shall follow the procedure of Article 7.

**ARTICLE 22 EDUCATION**

22.01 Education Reimbursement

a) The Company will reimburse any salaried employees with the full cost including, without limitation, the cost of textbooks, for any education course providing that it relates to their area of responsibility or the Company agrees that this additional training bears direct relevance to the employee's recognized career path within the Company. Half of the cost will be reimbursed at the time of enrolment and the balance on successful completion of the course.

22.02 Approval

Before commencing the course, the employee must obtain approval of his department manager, which approval shall not be unreasonably denied.

22.03 Proof of Registration

The employee is expected to produce copies of receipts, etc., at time of registration and evidence that he has passed the examination/course, etc.

22.04 Eligibility

Only employees who have completed their probationary period are eligible.

**ARTICLE 23 EMPLOYEE PERSONNEL FILES**

23.01 Employee Access to Personnel File

An employee shall have the right to review his or her personnel file at any time upon reasonable notice to the Company and to obtain a copy of any document contained therein. The Company shall not introduce as evidence in any Arbitration or Labour Board Hearing, any document from an employee's file the existence of which he/she was not aware.

23.02 Union Access to Personnel File

A Union representative shall have the right to review an employee's personnel file at any time, upon written authorization of the subject employee and upon reasonable notice to the Company. Upon request, the Union representative shall be given copies of all pertinent documents. An employee shall be given a copy of any disciplinary documentation placed on his file and may have his comments relating to the documentation placed on his file. Should he wish to dispute any such entry he shall be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, at the request of the employee, the Company shall remove all references to the disciplinary action. No inference regarding discipline shall be made from an action or inaction by either the employee or the Company.

23.03 File and Documents Definition

For the purposes of this Article, "file" and "document" shall be defined to include, but not be limited to, "any applicable data which is electronically and /or mechanically stored in any form or manner".

23.04 Purging Personnel File

Upon the employee's request any documentation placed on file pursuant to article 23.02 shall be removed from the file and destroyed in the presence of the employee after expiration of 12 months from the date it was issued, provided there has been no further disciplinary documentation.

## ARTICLE 24 SEXUAL AND PERSONAL HARASSMENT

### a) Prohibition Against Personal and/or Sexual Harassment

The Company recognizes the right of all employees to work in an environment which is free of personal and/or sexual harassment. Accordingly, the personal and/or sexual harassment of any employee is prohibited.

### b) Definition of Personal Harassment

i) Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, or embarrassing or humiliating work environment is considered to be personal harassment.

ii) Such prohibited discriminatory behaviour is defined as any discrimination on the basis or race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling his or her employment duties and obligations, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

### c) Definition of Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact, including assault, when any one of the following occurs:

i) the conduct is engaged in, or the comment is made by, a person who knows, or ought to reasonably know, that the conduct or comment is unwanted or unwelcome;

ii) the conduct or comment has the effect of creating an intimidating, hostile or offensive environment, and may include the expression of sexist attitudes, language and behaviour;

iii) The conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;

iv) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;

v) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

d) Complaints

i) An employee who believes that they have a complaint of sexual harassment or personal harassment is encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union or any member of Management.

ii) An employee may initiate a grievance under this clause at any stop of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

iii) If the alleged offender is an employee covered by the Union's certification, they shall be entitled to notice, as soon as possible, of the substance of the personal and/or sexual harassment complaint made against them.

iv) During any investigation and/or grievance procedure, the Company agrees to monitor working environment of individuals involved to protect their rights pursuant to clause a) of this article.

**ARTICLE 25 GENERAL PROVISION**

25.01 Work at Home

a) No employee covered by this agreement shall be required to perform any bargaining unit work at his personal domicile unless such assignment has been agreed to by the employee and the Union. Such assignment performed at his personal domicile will be covered by this Collective Agreement. All normal business related costs and expenses will be borne by the Company.

b) Such assignments are intended to meeting unusual situations and not intended to circumvent the normal operations of the bargaining unit.

c) No Employer representative will enter the personal domicile of the employee without prior permission and understanding of the employee and the Union.

25.02 Joint Consultation Committee

- a) On the request of either Party, the Parties shall meet as the need arises but no less than once every twelve (12) months for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.
- b) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- c) The Employer agrees to explain fully the terms of this Agreement as to the rights, entitlements and responsibilities of all Employees covered by this Agreement to all of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

25.03      Use of Lunch Room

This is a Lunchroom utilized by Staff of all hours of the day. On occasion it may be used for short meetings but these meetings must not be scheduled over the Lunch Period of 11:30 am to 1:30 pm.

Furthermore, persons meeting in this Lunchroom before 11:30 am and after 1:30 pm must expect and accept interruptions by Staff taking their coffee breaks and using the vending machines.

**ARTICLE 26      **SAVINGS PROVISIONS****

26.01      Government Action Affecting Agreement

- (a) If any article, clause, paragraph, phrase or term of this Agreement shall by Provincial, Federal, or other law, or by decision of any Court of competent jurisdiction be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.
- (b) The Company and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions thus rendered illegal, void or unenforceable, failing which resolution any unresolved matters may, at the option of either Party, be referred directly to arbitration for final and binding resolution, providing such referral is made within forty (40) days following the date of unsatisfactory conclusion of the relevant negotiations.

26.02      Agreement Supersedes Company Policy

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, regulation, guideline, directive, or similar instrument of the Company, the Agreement shall supersede the policy, regulation, guideline, directive or similar instrument.

26.03

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assignees. In the event the entire operation of the Employer, or any part thereof, is sold, such operation shall continue to be subject to the terms and conditions of this Agreement for the life of this Agreement.

**ARTICLE 27 TERM OF AGREEMENT**

27.01

Duration

This Agreement shall be binding and remain in full force and effect to midnight **MARCH 31, 2009** and thereafter in accordance with this Article.

27.02

Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by a duly authorized representative of the Company or a duly authorized representative of the Union giving notice to the other party on or after **DECEMBER 1, 2008**
- (b) Where no notice is given by either Party prior to **MARCH 31, 2009** both Parties shall be deemed to have given notice under this Clause on **MARCH 31, 2009**, and thereupon Clause 27.03 applies.

27.03

Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 27.02, the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

27.04

Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

27.05

Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

27.06

Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement or ratification by the respective parties, whichever first occurs.

27.07 Exclusion of Operation: Section 50(2), LRA

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Act of British Columbia and any subsequent equivalent legislative provisions.

DATED AT \_\_\_\_\_, BRITISH COLUMBIA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2006.

SCHNEIDER CANADA INC.

COPE, Local 378

\_\_\_\_\_  
Craig Smith, Manager Human Resources

\_\_\_\_\_  
Kelly Quinn, Union Representative

\_\_\_\_\_  
Peter Kerschbaum, Plant Manager

\_\_\_\_\_  
Rupi Ahluwalia

\_\_\_\_\_

\_\_\_\_\_  
Richard Por

**APPENDIX "A" - SALARY SCALES**

**BI-WEEKLY SALARY SCALES - APRIL 1, 2006**

NO.	JOB TITLE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1.	General Clerk	1342.58	1476.98	1612.66		
2.	Assistant Office Co-ord. SC	1535.33	1697.66	1857.40		
3.	Recept./Asst Order Serv. Clerk	1535.33	1697.66	1857.40		

4. Office Co-ord. – SC	1790.21	1890.39	1990.55		
5. Sales Order Service Clerk	1761.03	1946.19	2130.05		
<b>6. PRODUCTION TECHNOLOGIST</b>	1554.35	1745.82	1934.77	2124.99	2316.46
<b>7. DRAFTER II</b>	1554.35	1745.82	1934.77	2124.99	2316.46
8. Buyer	1960.12	2201.07	2445.81		
9. Data Base/NC Specialist	2316.46	2444.54	2563.74		
10. <u>Service Technologist/Drafter I</u>	2316.46	2444.54	2563.74		
11. Estimator	2563.74	2708.29			
12. Designer I	2563.74	2708.29	2841.44		
13. Supervisor & Technical Spec.	2316.46	2444.54	2563.74	2689.44	
14. Inside Sales Supervisor	2234.06	2343.27			
15. Senior Designer - Service	2708.29	2841.44	3088.00		
16. Designer II - Service	2444.54	2563.74	2708.29		

### BI-WEEKLY SALARY SCALES - APRIL 1, 2007

NO.	JOB TITLE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1.	General Clerk	1382.86	1521.29	1661.04		
2.	Assistant Office Co-ord. SC	1581.39	1748.59	1913.12		
3.	Recept./Asst Order Serv. Clerk	1581.39	1748.59	1913.12		
4.	Office Co-ord. – SC	1843.92	1947.10	2050.27		
5.	Sales Order Service Clerk	1813.86	2003.55	2193.95		

<b>6. <u>PRODUCTION TECHNOLOGIST</u></b>	1600.98	1798.19	1992.81	2188.74	2385.94
<b>7. <u>DRAFTER II</u></b>	1600.98	1798.19	1992.81	2188.74	2385.94
8. Buyer	2018.24	2267.10	2519.18		
9. Data Base/NC Specialist	2385.94	2517.88	2640.65		
10. <u>Service Technologist/Drafter I</u>	2385.94	2517.88	2640.65		
11. Estimator	2640.65	2789.54			
12. Designer I	2640.65	2789.54	2926.68		
13. Supervisor & Technical Spec.	2316.46	2444.54	2563.74	2770.12	
14. Inside Sales Supervisor	2301.08	2413.57			
15. Senior Designer - Service	2789.54	2926.68	3180.64		
16. Designer II – Service	2517.88	2640.65	2789.54		

### BI-WEEKLY SALARY SCALES - APRIL 1, 2008

NO.	JOB TITLE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1.	General Clerk	1427.80	1570.73	1715.02		
2.	Assistant Office Co-ord. SC	1632.79	1805.42	1975.30		
3.	Recept./Asst Order Serv. Clerk	1632.79	1805.42	1975.30		
4.	Office Co-ord. – SC	1903.85	2010.38	2116.90		
5.	Sales Order Service Clerk	1872.81	2068.67	2265.25		
<b>6</b>	<b><u>PRODUCTION TECHNOLOGIST</u></b>	1653.01	1856.63	2057.58	2259.87	2463.48
<b>7.</b>	<b><u>DRAFTER II</u></b>	1653.01	1856.63	2057.58	2259.87	2463.48
8.	Buyer	2083.83	2340.78	2601.05		
9.	Data Base/NC Specialist	2463.48	2599.71	2726.47		
10.	<u>Service Technologist/Drafter I</u>	2463.48	2599.71	2726.47		
11.	Estimator	2726.47	2880.20			
12.	Designer I	2726.47	2880.20	3021.80		
13.	Supervisor & Technical Spec.	2391.74	2523.99	2647.06	2860.15	
14.	Inside Sales Supervisor	2375.78	2492.01			
15.	Senior Designer - Service	2880.20	3021.80	3284.01		
16.	Designer II - Service	2599.71	2726.47	2880.20		

## **APPENDIX "B" - I.C./STD/LTD**

### **ITEM 1 INCOME CONTINUANCE INSURANCE**

1.01 All eligible employees will be covered by Income Continuance Insurance outlined in paragraph 12.06 subject to the terms and conditions applicable to the plan.

#### 1.02 PLAN OF INSURANCE

EFFECTIVE DATE: The later of December 1, 1969 or the date the protected person becomes insured under the policy.

The amount of insurance for a protected person shall be in accordance with the protected person's classification in this plan of insurance.

1.03 DEFINITION OF PROTECTED PERSONS: Class 1 - All eligible employees.

1.04 BENEFITS FOR LOSS OF TIME DURING TOTAL DISABILITY: Protected person - Class I.

#### 1.05 INTERIM FINANCIAL ASSISTANCE

An employee may request interim financial assistance to cover that period of time between their last regular pay cheque and their expected Long Term Disability cheque(s).

Requests are to be made to the employee's Manager. Requests will not be unreasonably denied.

When monies are advanced under this provision the employee will authorize direct payment from the insurance carrier to the Company for the amount advanced.

### **ITEM 2 SHORT TERM**

2.01 MONTHLY INCOME BENEFIT: 70% of normal monthly earnings in effect immediately prior to the protected person's cessation of active employment because of disability

Monthly earnings shall mean the protected person's monthly rate of pay exclusive of overtime, bonus or additional compensation.

2.02 CO-ORDINATION OF BENEFITS: The monthly income benefit shall be reduced by the total amount of income benefits the protected person receives or is entitled to receive because of the disability for which the monthly income benefit is payable, from the following sources:

1. Worker's Compensation or similar legislation.
2. The Canada Pension Plan, Quebec Pension Plan or any other Federal, Provincial or Municipal Government Plan, which shall not include any benefits payable in respect to dependents.

3. Any group insurance plan or any retirement or pension plan of the policyholder in respect to its protected persons.
4. In accordance with Article ~~12.05(i)~~ 13.05(i), no employee will apply for E.I. benefits.

2.03 ELIMINATION PERIOD: 30 calendar days.

2.04 BENEFIT EXPIRATION DATE: On the last day of the twenty-second policy week.

2.05 PREMIUM: The cost of Income Continuance will be borne one hundred percent (100%) by the Company.

**ITEM 3 LONG TERM**

3.01 MONTHLY INCOME BENEFIT: 70% of normal monthly earnings in effect immediately prior to the protected person's cessation of active employment because of disability.

Monthly earnings shall mean the protected person's monthly rate of pay exclusive of overtime, bonus or additional compensation.

3.02 CO-ORDINATION OF BENEFITS: The monthly income benefit shall be reduced by the total amount of income benefits the protected person receives or is entitled to receive because of the disability for which the monthly income benefit is payable, from the following sources:

1. Worker's Compensation or similar legislation.
2. The Canada Pension Plan, Quebec Pension Plan or any other Federal, Provincial or Municipal Government Plan, which shall not include any benefits payable in respect to dependants.
3. Any group insurance plan or any retirement or pension plan of the policyholder in respect to its protected persons.
4. In accordance with Article ~~12.05(i)~~ 13.05(i) no employee will apply for E.I. benefits.

3.03 ELIMINATION PERIOD: Six (6) months

3.04 BENEFIT EXPIRATION DATE: On the first day of the policy month following the date the protected person attains age 65.

3.05 PREMIUM: The cost of Income Continuance will be borne one hundred percent (100%) by the Company.

**APPENDIX "C" - OPTICAL PLAN**

- Item 1 All eligible employees will be covered by an Optical Plan subject to the terms and conditions applicable to the Plan.
- Item 2 Premium: The cost of the Optical Plan is borne one hundred percent (100%) by the Company.
- Item 3 Coverage: If you are married, common-law or same sex, coverage is extended as shown in Item 3 at Appendix "E".
- Item 4 Benefit: The Insurance Company will pay the full amount of the cost for Eye Glasses and/or Contact Lenses up to a total amount of \$200.00 per family member each two (2) years.
- Effective April 1, 2008 the Optical Plan will be increased to \$300.00.
- Item 5 For a more comprehensive schedule of benefits, please contact the Plant Accountant.

## **APPENDIX "D" - DENTAL PLAN**

- Item 1 All eligible employees will be covered by a Dental Plan, subject to the terms and conditions applicable to the Plan. The description below describes the highlights of the Plan and is not to be taken as the text.
- Item 2 Premium: The cost of the Dental Plan is borne one hundred percent (100%) by the Company.
- Item 3 Coverage
- If you are married, Dental Care extends to cover:
1. Your spouse, Common-law or Same Sex Partner.
  2. Your married children from birth to their 21st birthday for whom you are entitled to an income tax exemption.
  3. Your unmarried children from 21 to 25 years who are attending school or university on a full time basis and depend solely on you for support, for whom you are entitled to an income tax exemption.
  4. Your children who are physically disabled or mentally retarded (who may be over 21 but who are dependent on you for support and for whom you are entitled to an income tax exemption), provided such child was insured under this Plan immediately prior to his or her 21st birthday and proof of incapacity was submitted to the Insurance Company within thirty-one days after such child had reached the limiting age, and thereafter as requested.
- Item 4 Benefit: This plan provides coverage as follows:
1. The Insurance Company pays a specified percentage of costs which varies by the type of expenses and the terms of your Collective Agreement. This Plan covers 90% Basic and 80% Major.
  2. The maximum amount that the Plan will pay is \$2,000 for any one person in any one calendar year.
  3. Effective April 1, 1989 the plan shall provide orthodontic coverage for 50% of incurred costs to a maximum of \$1,500.00 for any one person in a life time.
  4. This maximum amount payable for any one procedure will be regular and customary fees governed by the schedule of Fees and the B.C. Dental Association.
- Item 5 Treatment: For a more comprehensive schedule of treatment please contact the Plant Accountant.

## **APPENDIX "E" - LIFE INSURANCE**

## ITEM 1 LIFE INSURANCE

All eligible employees are covered for Life Insurance in the following amount:

Annual earnings, rounded to the next higher \$1,000, multiplied by 2 to a minimum of \$18,000 and to a maximum of \$200,000.

Your Amount of Employee Life Insurance will reduce by 50% on attainment of age 70 or prior retirement to a maximum of \$20,000. On each of the five (5) subsequent anniversaries of the reduction, the amount of insurance in force is reduced by an amount equal to 10% of the amount to which your insurance was first reduced.

All eligible employees have the option to purchase additional blocks of Life Insurance at preferred rates.

## ITEM 2 ACCIDENTAL DEATH AND DISMEMBERMENT

All eligible employees are covered in an amount equal to the Amount of Employee Life Insurance.

This Benefit will terminate at age 70 or prior retirement. For a more comprehensive schedule of benefits, please contact the Plant Accountant or refer to the Group Insurance Plan Booklet which will be supplied by the Company.

The Company will provide statements of any amendments made to these plans.

## APPENDIX "F" - FLEXTIME

### ITEM 1 GENERAL

- 1.01 Flexibility with efficiency - The basic principle of Flextime is that all of the requirements of the job or department must be completed in an efficient manner while allowing the employee to exercise judgement as to when he or she starts or stops work within a certain period of time.
- 1.02 The success of Flextime depends to a large degree on each person working co-operatively with their fellow employees and supervisors, to ensure that all key positions are properly filled during the normal hours of business and that no serious problems occur due to their use of the system.
- 1.03 Under Flextime you no longer have to think of a working day as exactly 7 1/2 hours. The program allows you to work more, or less hours on any day if you so choose. The only "accounting" will be made at the end of each four week period. To allow you to keep track of your total hours, you are provided with a time counter and key. Unlike the well known time clock, your personal time accumulator does not record the time when you come and go; it only accumulates the hours you have worked. It is important therefore, that the clock be switched "ON" or "OFF" only when you are ready to start or stop work and at the start and end of your lunch break.
- 1.04 At the end of every four weeks, called an "Accounting Cycle", an accounting of the total time worked will be made by you and submitted to your supervisor for approval. There are precisely 150 "Contracted Hours" in an accounting cycle - (37 1/2 hours per week x 4 weeks). This is the time for which the Company is paying you for your regular salary.
- 1.05 If you have worked a total of precisely 150 hours in the four week accounting period then the Company owes you no time and you owe the Company no time.
- 1.06 You may on the other hand have worked less than 150 hours. Any time worked less than 150 hours is called "Debit Time" and will be carried forward to the next accounting cycle. "Debit Time" must be made up and must not exceed 8 hours.
- 1.07 Finally, you may work more than 150 hours. Time worked in excess of 150 hours is called "Credit Time" and is also carried forward to the next accounting cycle. "Credit Time" may be used to reduce your working hours in your next accounting cycle or with your supervisor's permission can be used to take three days or six half days off each 8 week period except that not more than two days may be taken in a 4 week accounting cycle and not more than two successive work days may be taken at one time. "Credit Time" must not exceed 15 hours, except it may be 22 1/2 hours for use at the Christmas - New Years' shutdown.
- 1.08 Please avoid being outside these limits as any hours above 165 will be lost to you and any less than 142 will be considered as unauthorized absence.
- 1.09 Amendments to Appendix "F" requires mutual agreement between the Company and the Union.

ITEM 2 OVERTIME

2.01 If your supervisor asks you to work overtime, it will usually be outside of Flextime or on a weekend. If overtime is requested inside of Flextime it will commence after you have put in 7 1/2 hours on that day.

2.02 In all cases of overtime your time counter must be switched "OFF" at the start of overtime and the amount of overtime recorded on a "Daily Time Sheet".

### ITEM 3 CREDITS FOR AUTHORIZED ABSENCES

3.01 If you are away from the office because of sickness, vacation, statutory holidays or Flex leave, a Credit Adjustment will be given.

3.02 Medical or Dental appointments should, where possible, be made outside of Core Time. If this is not possible a Credit Adjustment will be given for the Core Hours lost.

3.03 All adjustments must be entered on your monthly accounting sheet and approved by your supervisor at the time of the occurrence.

### ITEM 4 FLEXTIME HOURS OF WORK

4.1 The normal hours of work are 150 hours per four (4) week period consisting of 20 days at 7 1/2 hours per day.

4.02 Under the Flextime system the working day is split into two different kinds of time, namely, Coretime and Flextime;

a) Coretime are those hours of the day when all employees have to be at work. These hours are from 9:15 a.m. to 11:30 a.m. and 1:30 p.m. to 3:15 p.m.

b) Flextime are those hours of the day where subject to certain restraints, employees may vary their "Start" and "Stop" times to suit their particular preferences or needs. Flextime hours are shown below by department and by job function.

### ITEM 5 ALL DEPARTMENTS

#### **All Classifications**

Start Band	7:15 a.m. to 9:15 a.m.
Lunch Band	11:30 a.m. to 1:30 p.m.
Stop Band	3:15 p.m. to 5:15 p.m.

Note: Two Designers may be required between 3:15 p.m. and 3:45 p.m.

Plant Order Service must be covered between 8:00 a.m. and 4:30 p.m. provided no employee shall be required to work greater than 7 1/2 hours.

Note: Back-up must be available to provide continuous reception service between 8:00 a.m. and 4:30 p.m. At Management's discretion, the telephones can be placed on "nightline when the receptionist is on a break or lunch".

Note: At least two Order Service Clerks must be on duty between the hours of 8:00 a.m. and 4:30 p.m., this may be reduced to one during the Lunch Band of 11:30 a.m. to 1:30 p.m.

While the Lunch Band provides for a lunch break of from 30 minutes to 2 hours you must inform your supervisor if you intend taking more than one hour.

## **APPENDIX "G" - PENSION PLAN**

### **ITEM 1 INTRODUCTION**

Effective January 1, 1998, the new Schneider Canada Inc. Salaried Employees Pension Plan provides you with an opportunity to select the plan that best suits your needs. Membership is mandatory, but you have the choice of participating in either the **Base Plan** or the **Full Plan**. Also, during 1998 we will be introducing an additional **Flexible Option**.

Our Pension Plan, with the 2 parts Base or Full, is a defined benefit pension plan, which means that at normal retirement date (\*), you will receive an annual pension (paid monthly) based on your earnings and service. The following formulae will be used to calculate your pension for service from January 1, 1998 onwards. There is no change in the formulae used to calculate your pension for service up to December 31, 1997. The pensions for service before and after January 1, 1998 will therefore be calculated separately and then added together.

ITEM 2      BASE PLAN FORMULA

$0.8\% \text{ of Final Average Earnings} \\ \text{times} \\ \text{Credited Service from January 1, 1998 as a Base Plan Member}$
---

- no contributions are required

ITEM 3      FULL PLAN FORMULA

$1.5\% \text{ of Final Average Earnings} \\ \text{times} \\ \text{Credited Service from January 1, 1998 as a Full Plan Member}$
---

- membership is optional
- contributions are required
- the maximum normal retirement pension is limited by Revenue Canada to \$1,722 (\*\*) for each year of Credited Service

**Contributions**

- the contribution rate is 2% of your pensionable earnings, through automatic payroll deduction
- contributions are made to a maximum of \$2300 (\*\*) per year.
- contributions are full tax deductible

\*see Terms and Definitions

\*\*based on current limits

ITEM 4      FLEXIBLE OPTION

More details will be available for this option in 1998. However, the main features will be:

- membership is optional
- you will contribute to a fund with a choice of investments
- your accumulated contributions will be used to acquire ancillary benefits which will enhance the value of your pension. Ancillary pension benefits include:
  - earlier unreduced retirement
  - improved survivor benefits
  - inflation protection
- contributions are made by the member only and are tax deductible
- contributions to the flexible option will not effect your Pension Adjustment or your RRSP room.
- since this is a new concept recently approved by Revenue Canada, it will take a few months to set up the guidelines for this option. However, it will be retroactive to January 1, 1998.

This description has provided a little more detail about the new plan. You will have a chance to ask questions during presentations that will be held for all locations starting in mid-November. Schedules will be provided soon. You will also be able to see some sample calculations and go through the enrolment procedure at that time.

ITEM 5           EXAMPLES

<b>Assumptions:</b>	Credited Service	-Base Plan	-10 years
		-Full Plan	-20 years
	Final Average Earnings		-\$45,000

**PENSION AT AGE 65** - based on a total of 30 years

**Base Plan:**  
 $\$45,000 \times 0.8\% = \$360$   
 multiplied by  
 10 years of Service    = \$3,600 Pension per annum

**Full Plan:**  
 $\$45,000 \times 1.5\% = \$675$   
 multiplied by  
 20 years of Service    = \$13,500 Pension per annum

**Total Pension**           = \$17,100 per annum

ITEM 6           ADDITIONAL EXAMPLES

PENSION:

<b>Final Average Earnings</b>	<b>Annual Pension Base Plan 35 Years Credited Service</b>	<b>Annual Pension Full Plan 35 Years Credited Service</b>
\$25,000	\$ 7,000	\$13,125
\$30,000	\$ 8,400	\$15,750
\$40,000	\$11,200	\$21,000
\$45,000	\$12,600	\$23,625
\$50,000	\$14,000	\$26,250
\$60,000	\$16,800	\$31,500

CONTRIBUTIONS:

<b>Annual Earnings</b>	<b>Base Plan Contributions</b>	<b>Full Plan Contributions</b>
\$25,000	0	\$ 500
\$30,000	0	\$ 600
\$45,000	0	\$ 900
\$50,000	0	\$1000
\$60,000	0	\$1200

ITEM 7 TERMS AND DEFINITIONS

**Eligibility:**

Full Time Employees: You must become a member of the plan on the 1<sup>st</sup> of the month following date of hire.

Part-Time Employees: Under certain conditions part-time employees are also eligible to join the plan.

**Normal Retirement Date:**

Your Normal Retirement Date is the first day of the month after your 65th birthday. If you turn 65 on the first day of the month, that will be your Normal Retirement Date.

**Early Retirement Date:**

You can retire any time after age 55 if you have at least 10 years of continuous service.

If you retire early, your pension will be calculated using the Normal Retirement Formula based on your Credited Service and Final Average Earnings to the date of early retirement. The amount is then subject to reduction for early commencement.

For pension earned before January 1, 1998, the reduction for early commencement is 1/2 of 1% for each month (6% per year) between the date your pension starts and your 65th birthday.

For pension earned after January 1, 1998, there will be no reduction for early retirement, if you are age 62 or older. If you retire before age 62, the pension is

reduced by 1/2 of 1% for each month between the date your pension starts and your 62nd birthday.

**Retroactive Provision:**

If you are age 45 or more, and have 10 or more years of service with the Company at December 31, 1997, the new early retirement provisions will apply to your total pension for service before and after January 1, 1998. In other words, you will be entitled to an unreduced pension for all service if you retire at age 62 or older. If you retire before age 62, the reduction in pension (for service in both the existing plan and the new plan) will be 1/2 of 1% for each month prior to age 62.

**Pensionable Earnings:**

Pensionable earnings include:

- base salary
- bonus
- overtime earnings, capped at 10% of base salary

**Final Average Earnings:**

Final Average Earnings are defined as the average of your highest 5 consecutive years of pensionable earnings during the last 10 years before retirement.

**RRSP Contribution Room:**

Your RRSP contribution limit in each calendar year is 18% of your earned income in the previous year up to a dollar limit less your Pension Adjustment (PA). The Pension Adjustment is the deemed value of the pension benefit earned in the previous year as determined by the Revenue Canada formula and reported each year on your T4. The current formula is your annual pension benefit multiplied by 9 minus \$600. The current RRSP dollar limit is \$13,500.

**Credited Service:**

**Credited Service is the total of the years and months during which you were a member of the Base Plan, and, in the case of the Full Plan, the years and months during which you made contributions to the Plan.**

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**SCHNEIDER CANADA  
RICHMOND, BRITISH COLUMBIA  
(Hereinafter referred to as the "Company")**

**- and -**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION**

**LOCAL 378  
(Hereinafter referred to as "the Union")**

**RE: AIDS AND COMMUNICABLE DISEASES**

The Company and the Union agree to apply the following policy regarding AIDS and communicable diseases:

1. Ensure that any person diagnosed as having a communicable disease may at their option and the recommendation of their physician, the right to continue to participate in the workforce with all the rights of point no. 2.
2. Ensure confidentiality of details of any medical problems except where such confidentiality conflicts with point no. 4.
3. Ensure that any person diagnosed as having a communicable disease is entitled to full medical benefits including wage indemnity and long term disability insurance coverage.
4. Ensure that all health and safety matters are fully covered and updated as required under public health and safety recommendations.

All affected employees shall continue to enjoy the full rights and benefits of the Collective Agreement.

DATED AT RICHMOND, B.C. THIS 6<sup>th</sup> DAY OF JULY, 2004.

FOR THE COMPANY

\_\_\_\_\_  
"Paul Shemilt"

FOR THE UNION

\_\_\_\_\_  
"Kelly Quinn"

**LETTER OF UNDERSTANDING #8**

BETWEEN

SCHNEIDER CANADA  
RICHMOND, BRITISH COLUMBIA

(Hereinafter referred to as "the Company")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378  
(Hereinafter referred to as "the Union")

RE: CHRISTMAS PLANT SHUTDOWN

1. The Company agrees that the plant will be closed for the period between Christmas and New Years.
2. For any of the days during the period not covered by the General/Statutory Holidays called for in the Collective Agreement, an employee may use one of the following:
  - i) unused vacation
  - ii) unused supplementary vacation
  - iii) the floating holiday called for in the Collective Agreement
  - iv) flextime
  - v) take the day(s) as time off without pay
  - vi) banked overtime
3. In the case of office employees, accounting personnel who are required to work during this period will be paid at double time for all hours worked. Remuneration for any days worked during this period of plant closure shall be at double time plus regular time except that double time only shall be paid if an employee chooses to schedule a leave of absence without pay on that day as per 2 (v) above.
4. The Plant will close at the end of the business day on the following dates:

<u>2006</u> -	<b><u>2006 - Close December 22</u></b> <b><u>Re-open January 2, 2007</u></b> (15 hours flextime may be required)
<u>2007</u> -	<b><u>2007 - Close December 2</u></b> <b><u>Re-open January 2, 2008</u></b> (15 hours flextime may be required)
<u>2008</u> -	<b><u>2008 - Close December 19</u></b> <b><u>Re-open January 5, 2009</u></b> (15 hours flextime may be required)

DATED AT RICHMOND, B.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
"Peter Kerschbaum"

\_\_\_\_\_  
"Kelly Quinn"

**LETTER OF UNDERSTANDING #15**

BETWEEN

SCHNEIDER CANADA  
RICHMOND, BRITISH COLUMBIA  
(Hereinafter referred to as "the Company")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
INTERNATIONAL UNION, LOCAL 378  
(Hereinafter referred to as "the Union")

**RE: PHASED IN RETIREMENT**

An employee who has formally announced their intention to retire may request to work part-time for a maximum of one (1) year. The company has no obligation to agree to this request. If denied, the company will meet with the Union and the employee to outline reason(s) and to explore other options. If accepted, the employee would retain their seniority and if there were a layoff, they would be laid off in accordance with their seniority. The Employer would pay for benefits for the employee. Vacation would be calculated on percentage of hours worked only and not equivalent to a thirty seven and a half (37 ½) hour week. Short-Term Disability and paid sick days would also be prorated for employees working a reduced work week. Any arrangements must be in writing, signed by the Company, employee and the Union. This agreement can be terminated with two (2) weeks written notice by any party.

DATED AT RICHMOND, B.C. THIS 6<sup>th</sup> DAY OF JULY, 2004.

FOR THE COMPANY

\_\_\_\_\_  
"Paul Shemilt"

FOR THE UNION

\_\_\_\_\_  
"Kelly Quinn"