

# COLLECTIVE AGREEMENT

- Between -

HONDA CANADA INC.

13240 Worster Court

Richmond, B.C.

and

PULP, PAPER AND WOODWORKERS

OF CANADA LOCAL #5

707 - 12 Street

New Westminister, B.C.

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## **ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT**

1. The general purpose of this Agreement is, in the mutual interest of the Employer and the employee, to provide for the operation of the warehouse under methods which **shall** further the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of warehouse and protection of property. It is also the purpose of this Agreement to provide for orderly collective bargaining, the prompt disposition of grievances and the negotiation of wages, hours of work and other terms and working conditions to the extent and in the manner provided herein.
2. The parties hereto subscribe to the principles of the Human Rights Code

## **ARTICLE 2 - MANAGEMENT FUNCTIONS**

The Union acknowledges and agrees that it is the exclusive function of the Company to manage its operations in all respects and to direct the working force subject to the provisions of this Agreement.

## **ARTICLE 3 – RECOGNITION**

1. The Company recognizes the Union as the sole agency representing all employees covered by this Agreement; i.e., its regular warehouse employees working at and from 13240 Worster Court, Richmond, B.C., and who are also assigned to an occupational classification set out in Article 9 save and except those engaged in Administration, Supervisors and those above the rank of Supervisor and Foreman, those engaged in Sales and Service, Traffic, Customer Relations, Mechanics, Engineering, Transportation, Technical, Clerical, Stenographic and/or other office work, and management trainees.
2. All employees at date of certification must become members of the Union in good standing and maintain such membership as a condition of continued employment, throughout the term of this Agreement. Any new employee hired shall, as a condition of employment, become a member of the Union, thirty (30) days after his/her employment.
3. Salaried employees shall not do work normally done by the employees covered by this Agreement. However, circumstances may arise which would necessitate a salaried employee to work alongside a warehouseman to familiarize the salaried employee with the warehouse operation.
4. The Employer shall not contract out work normally performed by Honda warehouse employees.

#### **ARTICLE 4 - UNION REPRESENTATION**

1. The Local Union of the Pulp, Paper and Woodworkers of Canada shall elect from its Members employed at Honda Canada Inc. a Union Standing Committee and Shop Steward(s) (not to exceed three (3) Stewards) who shall represent the Union. The Standing Committee **shall** consist of two (2) Members and one (1) alternate, and it is required that two (2) Members be in attendance at all meetings.
2. The Company agrees that the Union Committee and/or Shop Steward(s) **shall** be compensated for reasonable time lost during their regular scheduled work days at their regular rate of pay when discussing grievances, pursuant to Article 15, with the Company. For the, purpose of Arbitration or Contract Negotiation, the Committee Members **shall** be granted time off without compensation.

#### **ARTICLE 5 – CORRESPONDENCE**

1. Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Company to the Union arising out of this Collective Agreement or incidental thereto shall be forwarded to the Union Counsellor of the Union or a designated representative at **707- 12 Street, New Westminster, BC, V3M 4J7**. The Union shall inform the Company in writing of the name and address of the Union Counsellor of the Union and any changes from time to time.
2. Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Union to the Company arising out of this Collective Agreement or incidental thereto shall be forwarded to the Manager, Parts Distribution Centre at 13240 Worster Court, Richmond, B.C. The Company shall inform the Union in writing of the name and address of the PDC Manager and of any changes from time to time.

#### **ARTICLE 6 - UNION DUES**

1. The Company agrees to deduct and remit dues from each employee according to the rules laid out in Section 16 of the Labour Relations Code of British Columbia.
2. All deductions shall be remitted to the Union once a month, the deductions together with a written statement containing the names of the employees from whom deductions were made and the amount of the deduction.
3. In the event that the amount of the deduction is to be increased during the term of this Collective Agreement, the Company shall be given thirty (30) calendar days notice and the deduction shall be adjusted accordingly thereafter.

4. The Company agrees to deduct all assignments and assessments as requested by Local No. 5 within 30 days of receipt of that request.

## **ARTICLE 7 – SENIORITY**

### **1. SECTION 1 – PRINCIPLE**

- (A) The Company recognizes the principle of seniority in the administration of promotions, demotions, transfers, lay offs and recalls. In the application of seniority under this section, if a regular employee has the necessary qualifications and the ability to perform in accordance with the job requirements, seniority shall prevail. Seniority shall mean the length of service from the last date of hire as a regular employee, after completion of the probationary period.
- (B) After Completion of the Probationary Period the employee **shall** be credited with seniority dating back to the first day of the Probationary Period.
- (C) An employee's seniority shall cease and employment shall be terminated if the employee:
  - (I) Quits, or
  - (II) Is discharged and is not reinstated through the grievance procedure, or
  - (III) Is absent without reasonable cause and does not notify the warehouse manager within two (2) working days of the absence, or
  - (III) Retires or is retired in accordance with the Company's pension plan, or
  - (V) Fails to return from an authorized leave of absence, or
  - (IVI) Is laid off for a period in excess of twelve (12) months.
- (D) In the event of a lay-off of regular employees, seniority **shall** be the ruling factor as per paragraph (a) above. When such lay-off is necessary, the Union Standing Committee **shall** be advised of the date and employees involved at the earliest possible date.

Where temporary lay-off (one week or less) is necessary, ability to perform required work **shall** have precedence, otherwise, seniority **shall** apply as per paragraph (a) above. Seniority shall accumulate during the period of lay-off.

### **2. SECTION 2 - PROBATIONARY PERIOD**

- (a) A new employee shall be considered a probationary employee for ninety (90) calendar days, and shall be given two oral progress reports, the first at between 100 and 140 hours worked, and the second at between 260 and 300 hours worked.
- (b) When a temporary employee with more than one (1) calendar year (or 365 days) of service has been converted to a regular employee, there shall be no additional probationary period.
- (c) When a temporary employee with less than one (1) calendar year (or 365 days) of service, has been converted to regular employee, he shall be considered a probationary employee, for ninety (90) calendar days, and shall be given two oral progress reports, the first at between 100 and 140 hours worked, and the second at between 260 and 300 hours worked.

A probationary employee may be dismissed at any time for cause, which, without limiting the generality of the foregoing, includes, in the case of a probationary employee:

- (A) Repeated tardiness or absence;
- (B) Inability or reluctance to satisfactorily perform work assigned.

### **3. SECTION 3 - PROMOTION TRIAL PERIOD**

The probationary period for regular employees who accept a permanent promotion to another job category shall be sixty (60) calendar days.

The probationary employee shall receive a progress review conducted by management in co-operation with his or her immediate supervisor. This oral progress report shall be given between the 30th and 45th day of the probation period.

### **4. SECTION 4 – TRAINING**

The Company shall provide training to allow employees to function within their category and to allow employees to exercise their seniority for the purposes of relief and promotion.

### **5. SECTION 5 - TEMPORARY EMPLOYEES, AND STUDENTS**

The parties recognize the Company's need for the use of temporary employees and agree that it is necessary to have separate classifications for temporary employees. The following terms apply to their employment with the Company:

- (A) A 'temporary' employee is defined as a person hired to provide additional work for purposes of seasonal peak work load demands, increased workload, vacation

relief, banked over time relief, work backlogs and replacement of regular employees due to leave of absence or illness;

- (B) Temporary employees **shall** be eligible for all rights under the Collective Agreement except those specified as follows:

Article 7, Seniority, Section 1 – Principle; **Article 11, Section 1, B**, Article 22, Technological Change and Retraining; Article 23, Plant Closure; and Article 24, Health and Welfare, except for B.C. Medical Services Plan.

The Company **shall** contribute to the cost of the premiums for the B.C. Medical Services Plan for temporary employees, based on the following schedule:

- 75% after completion of probationary period
- 100% after completion of six (6) months of accumulated service.

In the event of lay-off, a temporary employee **shall** continue to be covered by B.C. Medical for a further 30 days.

- (C) Temporary employees who have achieved 2080 hours of service **shall** be eligible for a wage increase to the Warehouseman rate for six (6) to twelve (12) months in accordance with Article 9, but this shall be the maximum rate adjustment.

- (I) Temporary employees shall be allowed at the approval of local management to take up to 10 working days of unpaid leave of absence after one (1) year of continuous service. **These days shall not be counted towards a break in service.**
- (II) Temporary employees who refuse a work opportunity assignment on any shift without cause shall have their name removed and forfeit any rights to work and further recall.

- (D) (I) The Company agrees to maintain a list of temporary employees for the purpose of recall for temporary assignment.
- (II) It is the responsibility of the employee to ensure that the Company has the employee's current address and telephone number.
- (III) If the Company requires temporary employees, they **shall** be recalled by telephone in order of their date of hire.
- (IV) The Company **shall** continue to call employees in the order in which their names appear on the list until the Company's requirements are filled.

- (V) If an employee is called by telephone but is not contacted, the Company shall have the right to contact the next temporary employee on the recall list. A telephone log shall be maintained by the Company.
- (VI) If contact is established between 24 hours and 48 hours, the temporary employee must respond immediately to accept to work and has the right to displace temporary employees who have responded, but who have later hire dates.
- (VII) If a temporary employee refuses a work opportunity under any one (1) of the following, when telephoned and contacted, or fails to respond to a telegram or double registered letter within 72 hours (excluding weekends) of the date on which a telegram or double registered letter is delivered, or is laid off in excess of forty five (45) days if he has less than one (1) year of Company service, ninety (90) days if he has one (1) year of Company service but less than three (3) years of Company service, or one hundred and eighty (180) days if he has three (3) or more years of Company service, then his name shall be removed from the recall lists and the temporary employee shall lose and forfeit any further right to further recall.
- (VIII) The parties agree that the governing date for the purpose of this process is the date of delivering the telegram or double registered letter.
- (E) A temporary employee shall have a probationary period in accordance with Article 7, Section 2. In evaluating the temporary employee, in this period, the Company shall be required to show that it acted reasonably in judging the employee's suitability for employment with the Company.
  - (I) In each case of layoff of more than 90 calendar days, there shall be a further 30 calendar day probationary period.
- (F)
  - (I) The right to hire bona fide student employees is expressly reserved to the Company. The parties agree that student employees are within the bargaining unit to which this Collective Agreement applies. Students may be hired at any time in the year.
  - (II) A student is a person who is in attendance at an institution of higher learning on a full-time basis, including cooperative programs.
  - (III) Student employees shall be eligible for all rights under the Collective Agreement except those specified as follows:

Article 7, Seniority; **Article 11, Section 1, B**, Article 13, Vacations, Article 21, Section 2 – Footwear; Article 22, Technological Change and

Retraining; Article 24, Health and Welfare, and B.C. Medical Services Plan.

- (IV) The parties agree that although they have not established a specific ratio between temporary and student employees, the Company shall exercise its discretion to have student employees reasonably in relation to the right of temporary employees to be recalled for temporary work assignments.
- (V) However, only one (1) student may be hired if there are temporary employees on the recall list, but not employed by the Company. If this occurs the layoff period of the most senior temporary employee not employed **shall** be "frozen" until the student employment has ended.
- (VI) Once all temporary employees on the recall list are employed by the Company, or have refused employment, then the terms and conditions of Section (f) (iv) **shall** be in effect.

#### **SECTION 6 – CONVERSION OF TEMPORARY EMPLOYEES**

- (A) **The Company agrees to hire its regular employees in the bargaining unit from the temporary recall list. When the candidates have relatively equal skills, ability and work records, the applicant with the greatest seniority shall be selected.**
- (B) **The Company agrees to convert temporary employees to regular employees after they have completed 3120 hours of continuous uninterrupted service. An absence of 30 working days shall be deemed as a break in continuous service.**
- (C) **In the conversion of a temporary employee to a regular employee:**
  - (IV) **100% of service shall count towards wage progression.**
  - (II) **100% of accumulated service shall apply to vacation credit, based on hours actually worked.**
  - (III) **Notwithstanding Article 5, section 5, C III when a reduction in the regular workforce occurs, the company shall notify the union within 30 calendar days if its intention is not to fill the vacancy.**

#### **ARTICLE 8 – DISCIPLINE**

1. The Company shall not discipline an employee except for just and reasonable cause.

2. If an employee who has been suspended or discharged requests, he/she shall be permitted to consult with a Steward before being required to leave the Company premises. The Company shall give notice of any discharge or suspension to a Member of the Union Standing Committee within the time frame provided in Article 15.

**ARTICLE 9 - WAGE SCHEDULE AND WAGE CLASSIFICATION**

**1. SECTION 1 - WAGE SCHEDULE**

WAREHOUSEMAN	FEB 1/08	FEB 1/09	FEB 1/10
STUDENTS	\$15.71	\$16.14	\$16.62
Under Six (6) Months	\$24.45	\$25.12	\$25.87
Six (6) to Twelve (12) Months	\$26.20	\$26.92	\$27.73
Over Twelve (12) Months	\$29.44	\$30.25	\$31.16
TEAM COORDINATOR	\$31.39	\$32.25	\$33.22

**2. SECTION 2 - TEAM COORDINATOR**

- (a) The duties of a Team Coordinator include responsibility for distributing work as assigned by a direct Supervisor or Manager, and reporting to the Supervisor or Manager upon the status of that work. A Team Coordinator has no responsibility for the assessment of employees or in the administration of discipline.
- (b) The selection of *Team Coordinators*, and *Relief Team Coordinators* will be based on seniority, providing the applicant has the necessary qualifications and ability (including any legislative requirements, where applicable).
- (c) The Relief Team Coordinator will fill in for a permanent Team Coordinator who is absent from work,
- (d) Relief roles will be filled by the most senior *Relief Team Coordinator* working on the shift.
- (e) The Team Coordinator duties and qualifications needed to perform the job, will be posted on the bulletin board.
  - Refer to Article 7, Section 3 - Promotion Trial Period, and
  - Article 7, Section 4 - Training
- (f) Should the employee not qualify after training and within the Promotion Trial Period, he/she shall revert back to their previous job.

**3. SECTION 3 - WAGE CLASSIFICATION**

Where there is a new or altered work classification the Company **shall** establish a classification and rate consistent with the existing rate structure and submit it to the Union Standing Committee. Should there be no agreement, the Union may proceed with the grievance procedure.

**ARTICLE 10 - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

**1. SECTION 1**

- (A) When an employee reports for his or her regular scheduled shift or overtime shift and then no work is provided, he or she shall receive four (4) hours pay for so reporting at the rate normally paid to the employee.
- (B) Where an employee has commenced his or her regular scheduled shift, he or she shall receive a minimum of four (4) hours pay.
- (C) When an employee is temporarily assigned to a higher classification, the employee will receive the higher wage rate for the period of the assignment.
- (D) Whenever overtime is called, the Team Coordinator with the highest seniority, will assume the Team Coordinator role, and the other Team Coordinator(s) shall receive the regular Team Coordinator rate even if he/she is performing duties of a lower classification.

**ARTICLE 11 - HOURS OF WORK**

**1. SECTION 1 – SCHEDULE**

- (A) The regular work week shall commence at twelve o'clock and one minute (12:01) a.m. Monday and conclude at twelve o'clock (12:00) midnight Sunday.
- (B) The normal hours of work for regular (permanent) employees shall be forty (40) hours per week.
- (C) The normal hours of work for regular (permanent) employees shall be established between 7:00 a.m. to 12:00 midnight Monday through Friday. There shall be a mid-shift unpaid lunch break of thirty (30) minutes and 2 fifteen minute breaks, one (1) after approximately each 2 hour period prior to and after the lunch period. The Company has the right to schedule new shifts, as it deems necessary to the requirements of the business. There shall be a shift either from 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. There shall be a second shift to commence either at

12:00 Noon to 8:30 p.m. or from 3:30 p.m. to 12:00 Midnight. A premium of **\$2.00 per hour** shall be provided for all hours worked in the second shift.

- (D) Temporary associates and students who are called to report for work on any day, shall work a minimum of four (4) hours.
- (E) The normal work period is not intended to be construed as a guarantee of hours of work per day or week.
- (F) If necessary, and if mutually agreed upon by the Company and the Union, the normal hours of work may be temporarily modified.

## **2. SECTION 2 – SHIFTS**

- (a) The Company has the right to schedule new shifts, as it deems necessary to the requirements of the business. The shifts shall commence either at 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. with a second shift commencing at either 12:00 Noon to 8:30 p.m. or 3:30 p.m. to 12:00 Midnight.
- (b) New shifts shall be scheduled as follows:
  - (i) The Company shall post any new shifts at least 15 working days prior to implementation.
  - (ii) The Company shall provide at least five (5) working days notice when discontinuing a new shift.
  - (iii) A discontinued shift may be re-implemented prior to 90 days of discontinuance by the company providing at least 10 working days notice has been posted. Re-implementation beyond 90 days requires the Company to provide 20 working days posted notice.
- (c) Regular employees may exercise their seniority to bid to work a posted shift. This right must be exercised 10 or more days in advance of the date scheduled for implementation of the shift.
- (d) If Company's workload requirements for a scheduled shift are not met by regular employees bidding for the work, the Company may assign regular employees to the new shift in reverse order of seniority and or assign temporary employees and students to the additional shift.
- (e) The Company agrees that it shall not schedule temporary employees or student employees on any shift that results in the displacement or lay off of a regular employee.

- (f) Where the Company requires a regular employee or temporary employee to work a different shift and notice is given within 48 hours, the rate of 1.5 times the normal hourly rate shall apply for the 1<sup>st</sup> day's hours worked on the different shift and will not include any shift premium.
- (g) Regular employees and or temporary employees may exchange shifts to a maximum of once per month, subject to the approval of local management. The transfer shall not be granted until a replacement employee commences work on the new shift.
- (h) The Company reserves the right to assign manpower based on workload and business requirements.
  - i. In every four- month period, regular employees shall bid on a 3-month assignment, and at the end of the 3-months, they shall bid on a 1-month assignment based on seniority.
  - ii. Any assignment not filled by seniority will be assigned in reverse order of seniority.
  - iii. Regular employees may bid to change shifts (from day to midshift and from midshift to day), on the basis of seniority, every four months to coincide with election of each of the 3-month and 1-month assignments.
  - iv. An employee assigned to the new shift may exercise the right to transfer back to the previous shift but not before a 15 day period of work has been performed. The transfer shall not be granted until a replacement employee commences work on the new shift. Assignment of a replacement employee shall be conducted through the normal posting process and the same methodology as outlined in (d) above will be applied. Employees who have worked on the new shift for a period of 60 days or more shall not be permitted to change back to the previous shift until the next 4-month rotation period has begun.

## **ARTICLE 12 – OVERTIME**

### **1. SECTION 1 - RATE AND DEFINITION**

- (A) Overtime is defined as:

Work performed at the direction of the employer:

- (V) In excess of eight (8) hours per day; or
  - (VI) On scheduled days off; or
  - (VII) On Statutory Holidays.
- (B) Overtime shall be paid at the following rates:
- (I) At the rate of time and one-half for work in excess of eight (8) hours in any day;
  - (II) At the rate of double time for hours worked in excess of eleven (11) hours in any day;
  - (III) At the rate of time and one-half for work performed in excess of forty (40) hours in any week;
  - (IV) At the rate of double time for work performed in excess of forty-eight (48) hours in any week.
- (C) Premium payments **shall** not be pyramided.

## **2. SECTION 2 - MEAL ALLOWANCE**

- (A) If an employee is required to work overtime of two (2) hours or less upon completion of his regular shift, he shall be given a fifteen (15) minute paid break at the commencement of the overtime.
- (B) If an employee is required to work overtime in excess of two (2) hours upon completion of his regular shift, he shall be given a thirty (30) minute paid break at the commencement of the overtime.
- (C) If an employee is required to work overtime in excess of four (4) hours upon completion of his regular shift, he shall be given a thirty (30) minute paid break at the commencement of the overtime and an additional thirty (30) minute paid break at the end of the fourth hour.
- (D) If an employee is required to work in excess of four (4) hours overtime on a scheduled day off, he shall be given a thirty (30) minute paid break upon completion of every four (4) hours in addition to the coffee breaks as per Article 11 (1) (b).
- (E)** The Company shall pay the employee \$13.00 cash as a meal allowance for every thirty (30) minute paid break, for the duration of this agreement.

## **3. SECTION 3 - OVERTIME BANKING**

1. The Company agrees to participate in an overtime banking plan which allows employees compensating time off work with pay in lieu of the overtime rate payment for work performed pursuant to the overtime provisions of the Collective Agreement under the following conditions:
2. Deferred overtime hours shall be calculated on the following basis:
  - (I) 1 ½ hours for each overtime hour which would have been paid at time and one-half as provided in Article 12, Section 1.
  - (II) 2 hours for each overtime hour which would have been paid at double time as provided in Article 12, Section 1.
  - (III) Employees **shall** be entitled to bank up to a maximum of one hundred and sixty (160) hours in any calendar year. However, a maximum of eighty (80) hours can be taken as paid time off. The balance must be cashed out in accordance with section (VI) below.
  - (IV) Banked overtime must be taken in units of four (4) hours.
  - (V) Three (3) working days notice is required prior to taking banked time off. Management may waive the notice period on a discretionary basis.
  - (VI) Banked overtime must be cashed out either quarterly (at the request of the employee) or automatically at the end of each calendar year and/or converted to the Honda employee's voluntary R.S.P. subject to all applicable rules and regulations.

#### **4. SECTION 4 - VOLUNTARY OVERTIME**

All overtime shall be on a voluntary basis. Reasonable co-operation of the employee is expected.

### **ARTICLE 13 – VACATIONS**

#### **1. SECTION 1 - VACATION ENTITLEMENT**

Employees covered by this Collective Agreement are entitled to one (1) vacation entitlement per year, from their date of hire as a regular employee.

Vacation may be earned in accordance with the following schedule:

Year of Entry - year one (1)	-	1 working day per month of employment, including month of entry with a maximum entitlement of ten (10) working days.
1 through 2 years service	-	2 weeks
3 through 6 years service	-	3 weeks
7 through 14 years service	-	4 weeks
15 years service and above	-	5 weeks

"Year One" is defined as the year during which employment commences.

**20 Years of Service ----- One ( 1 ) Week of supplemental Vacation to be taken on a one time basis only, which must be used prior to Thirty ( 30 ) Years of Service.**

**2. SECTION 2 - VACATION SELECTION PROCESS**

The Company agrees that during the term of this agreement to post the current Vacation Selection procedure, which will apply to all shifts, on the Warehouse Bulletin Board. Any changes due to unique circumstances that the Company requires will be reviewed with the Union Standing Committee prior to implementation, however, the Company decision shall prevail in the absence of a mutual agreement. The Management shall not use their discretion in an unreasonable manner.

Employees shall have their vacation request in by the end of March of each year. At this time, by Seniority, they can request 2 weeks in the prime time, that being defined as April 1 to September 30 in each year and the Christmas break period, that being defined from December 15th to January 7th of each year. Employees are asked to give the Management three choices and in the event of a conflict arising between two employees requesting vacation at the same time, the senior employee shall be granted his / her request first and the other employee shall be requested to submit a secondary request. In addition, the Management will try to accommodate the junior employee by seeking the cooperation of other employees. The maximum number of employees that shall be allowed vacation during the above time shall be **six ( 6 )**. If there is any time left over after all employees have completed their request, any employee may request vacation during this period on a first come, first served basis, until the balance of time is fully utilized. Management has the right to grant additional vacation based on special circumstances.

**ARTICLE 14 - STATUTORY HOLIDAYS**

1. The Company shall provide employees with the Statutory Holidays listed in the 'Honda Canada – Annual Holiday Schedule', relative to employees in the Province of British Columbia, from time to time in effect.

Each employee shall be entitled to a minimum of twelve (12) Statutory Holidays:

NEW YEAR'S DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	COMPANY DAY
DOMINION DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY
LABOUR DAY	INDIVIDUAL FLOATER DAY

2. The Individual Floater Day shall be scheduled at a time mutually selected by the Company and the employee.
3. In order to qualify for Statutory Holiday pay, an employee must work the last workday prior to the holiday and the first workday following the holiday. An employee absent from work due to sickness or accident shall be paid for the holiday provided:
  - (A) The employee has performed some work for the Company during the five (5) working days prior to the holiday and the five (5) working days following the holiday, or
  - (B) The combination of holiday pay and any wage replacement benefit to which the employee is eligible does not exceed 100% of the employee's regular rate for the day on which the holiday is observed the Company, and
  - (C) The employee must have completed the probationary period in order to qualify for (a) and (b) above,
  - (D) Proof satisfactory to the Company is submitted when requested.
4. An employee shall be paid at a rate of double time for work performed on a statutory holiday. In addition, the employee shall receive a paid day off within 90 days of the holiday date, at a time mutually selected by Company and the employee.

Work performed on Remembrance Day **shall** be paid at double time. Such time worked is not eligible for banking.
5. In the event that a Statutory Holiday falls within an employees' vacation period, the employee shall receive a paid day off within 90 days of the holiday date, at a time mutually selected by the Company and the employee.

6. Where any of the above noted general holidays fall on a Saturday or Sunday, the preceding Friday or following Monday shall be deemed to be the holiday for the purpose of this Agreement.
7. In the event Heritage Day is proclaimed by Federal Legislation as a general holiday to be taken by Federal Government employees, and is taken by Federal Government employees, such day **shall** be thereafter recognized as an additional holiday under this Agreement.

### **ARTICLE 15 - COMPLAINT AND GRIEVANCE PROCEDURE**

1. Should there be any dispute or complaint as to the interpretation of any of the clauses of this Agreement, or any grievance arising out of the operation of this Agreement, then:
  - (A) The grievance, dispute or complaint shall first be taken up by the employee with his or her supervisor, within five (5) days of the occurrence and the employee may be accompanied by a Shop Steward. If no settlement is reached at this stage, within five (5) days, the grievance, dispute or complaint shall be reduced to writing and presented to Local Management. The written grievance shall factually set out the nature of the grievance; time, date, and names of persons directly involved; the Article(s) of the Agreement which is (are) involved, and must state whether the grievance is pursuant to Article 15 or Article 16 of the Agreement; and the remedy sought. It shall then be referred to:
  - (B) The Union Standing Committee and Local Management, if no settlement is reached at this level, within five (5) days, the grievance, dispute or complaint shall then be referred to:
  - (C) A further meeting of the Union Standing Committee and the Local Management, at which time the Union Counsellor of Local No. 5 and/or a Representative of the Pulp, Paper and Woodworkers of Canada shall be present and shall participate.
  - (D) If no settlement is reached at this level, the grievance, dispute or complaint may then be referred to a Board of Arbitration.
  - (E) The time limit referred to in this grievance procedure may be varied by mutual agreement of the Company and the Union.
  - (F) Where a grievance is presented or replied to at any level of the Complaint and Grievance Procedure, the date of receipt of the grievance or reply shall be noted.
  - (G) All references to days in this Section mean Monday to Friday inclusive and shall be calculated to exclude Saturday, Sunday and General Holidays as designated in this Collective Agreement.

## **ARTICLE 16 - UNION AND COMPANY GRIEVANCES**

A Union or Company grievance pursuant to Article 16 shall be reduced to writing and presented to the other party. The written grievance shall factually set out the nature of the grievance; time, date and names of persons directly involved, the Article(s) of the Agreement which is (are) involved, including whether the grievance is pursuant to Article 15 or Article 16 of the Agreement; and the remedy sought.

The Company may submit a grievance to the Union within 25 working days from the date of the occurrence giving rise to the grievance in the manner specified in Article 15, Section 2(b).

The Union shall reply giving its decision in writing within thirty (30) working days of receipt of the grievance.

Similarly, the Union may submit a grievance which directly affects the interests of the Union as a party to the agreement and which cannot be the subject of an employee grievance. The grievance shall be submitted at Step No. 2 within twenty-five (25) working days from the date of the occurrence giving rise to the grievance in the manner specified in Article 15, Section 2 (b) and signed by the Union Steward.

The Company shall reply giving its decision within thirty (30) days of receipt of the grievance.

If a Union or Company Grievance is not satisfactorily resolved it may be submitted to arbitration in accordance with Article 17.

## **ARTICLE 17 - ARBITRATION PROCEDURE**

1. Where a grievance has proceeded through all of the requisite steps of the Grievance Procedure, or the Union and Employer Grievance Procedure and has not been satisfactorily resolved, either party may (within thirty (30) working days after receipt of the last step reply) notify the other party that it is referring the matter to Arbitration.
2. The notice shall contain the name of that party's Nominee to the Board of Arbitration. The recipient of the notice shall within seven (7) working days inform the other party in writing of the name of its Nominee to the Board of Arbitration. The two Nominees shall within fifteen (15) working days of the appointment of the second of them, appoint a third party who shall be the Chairperson of the Board of Arbitration. If the recipient of the notice fails to appoint a Nominee, or if the two Nominees are unable to choose a third Arbitrator who is mutually satisfactory, then they shall ask the Director of the British Columbia Collective Agreement Arbitration Bureau to appoint a Chairperson.

3. No person may be appointed as a Nominee or Chairperson to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
4. The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Collective Agreement or in any way to modify, add to or detract from any provision of this Collective Agreement.
5. In determining compensation in the event of reinstatement, the Board of Arbitration shall award such compensation in whole or in part as it deems fit.
6. Each of the parties to this Collective Agreement **shall** pay the fees and disbursements of its Nominee to the Board of Arbitration, and **shall** share equally the fees and disbursements of the Chairperson.
7. If the grievance is not referred to arbitration in accordance with the prescribed time limits in this Article the grievance shall be deemed to be settled on the basis of the last decision given or to be withdrawn. However, by mutual agreement of the Company and the Union the time limits may be extended.
8. The notice of referral to arbitration and all correspondence relative thereto shall be by registered post. Each document shall be deemed to be presented on the date it is registered and shall be deemed to be received on the date it is delivered to the appropriate representative of the recipient party.
9. All reference to working days in this Article means Monday to Friday inclusive and shall be calculated to exclude Saturday, Sunday and general holidays as designated in this Collective Agreement.
10. A single Arbitrator may be appointed by Mutual Agreement between Union and Company.

## **ARTICLE 18 - BULLETIN BOARDS**

The Company agrees to permit the posting of notices of Union meetings and other official Union correspondence directly pertaining to employees on a Union Bulletin Board.

Notices to be placed on the Bulletin Board are to be signed by the Union Steward.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **1. SECTION 1 - JURY DUTY**

Where an employee is summoned for Jury Duty or as a witness in a court proceeding on a day on which the employee would otherwise have been scheduled to work, he shall, upon producing the summons, be granted a leave of absence as required. On being granted such leave, the employee shall receive his regular daily rate of pay for the appropriate days.

The Company may require the employee to furnish adequate evidence from a court officer of the employee's attendance in court before making payment. It is understood that if an employee is released by the Court, prior to the expiration of half of his shift, he shall report to work.

## **2. SECTION 2 – BEREAVEMENT**

(a) When a death occurs to an employee's immediate family, the employee **shall** be granted a paid leave of absence of three (3) normally scheduled eight (8) hour working days.

Members of the immediate family are defined as the employee's:

Spouse or common-law spouse; children or step-children; parents, step-parents or spouse's parents; sisters, brothers, spouse's sisters or spouse's brothers; grandparents; sons-in-law; daughters-in-law; and grandchildren.

(b) When a death occurs to an employee's spouse's grandparents, **brother's spouse or spouse's sister's or brother's spouse**, the employee **shall** be granted a one (1) day paid leave of absence.

## **3. SECTION 3 - UNION LEAVE**

(A) Upon the written request by the Union Counsellor or Officers of the Union, a Leave of Absence without pay shall be granted to not more than **two (2) employees** at any one time for the purpose of Union Business, subject to the following:

(I) Provided the written request is received one week in advance of the requested date for leave;

(II) Provided the request is approved by the Bargaining Agent.

(B) An employee elected or otherwise appointed to attend a Union Convention or Conference shall be granted a Leave of Absence without pay providing the request is received in writing two (2) weeks in advance from an Official of the Union and approved by a Member of the Union Committee. Such leaves of absence shall not exceed a total of thirty (30) working days per year and only one person may be away at a time.

- (C) The Company recognizes that certain situations occur which preclude the giving of due notice as above. In such cases, the Company **shall** grant the leave of absence without pay on a verbal request presented forty-eight (48) hours in advance by a Member of the Union Committee. These requests **shall** be confirmed in writing by an Officer of the Union within five (5) days.
- (D) Leave of Absence **shall** be granted upon written request giving a minimum of two (2) weeks notice to any employee who has been elected appointed to a Union Office for a term not in excess of two (2) years and not less than three (3) months, any extension to be by mutual consent. Such leaves of absence without pay **shall** be limited to one (1) employee at a time.

#### **4. SECTION 4 - MOVING DAY**

If an employee desires a leave of absence for moving from one residence to another, he or she shall be granted one (1) day paid leave of absence. The employee shall be required to provide at least two (2) weeks written notice for such a request. Only one such request **shall** be considered in each year of the Agreement.

#### **5. SECTION 5 - MATERNITY LEAVE AND PARENTAL LEAVE**

The Company **shall** grant maternity leave and parental leave in accordance with the provisions of the Employment Standards Act.

#### **6. SECTION 6 - OTHER LEAVE**

- (A) If an employee desires a leave of absence without pay for reasons other than those referred to above, the employee must obtain permission in writing for the same, from the employer. However, no legitimate and reasonable request for a leave of absence should be denied. Such notice requesting a leave of absence without pay must be submitted no later than two (2) working days prior to intended leave of absence without pay.
- (B) During authorized leave of absence, an employee shall accumulate seniority.

### **ARTICLE 20 - INTERRUPTION OF WORK**

1. It is agreed that there shall be no strikes, walkouts, or other interruptions of work during the period of this Agreement. It is agreed that there shall be no lockouts by the Employer during the period of this Agreement.
2. The Union agrees that, if any employee or employees engages in any or all of the above mentioned conduct, the Union, its Officers, Representatives and Agents shall

immediately direct that any such conduct by any employees or employee cease and desist.

## **ARTICLE 21 – SAFETY**

### **1. SECTION 1 - SAFETY COMMITTEE**

The Committee is designed to provide for employee input and to assist Management in the promotion and maintenance of a Health and Safety Program.

- (A) A Joint Management-Employee Health and Safety Committee made up as follows:
- (I) Two (2) Management Representatives,
  - (II) Two (2) Employee Representatives,

Either party may appoint an alternate in the absence of a designated representative.

- (B) The Committee shall meet formally every month to review the Health and Safety record of the zone, recommend corrective measures of unsafe conditions and practices and to promote cooperative interest in the safety of the Work Force.
- (C) The proceedings of the Committee shall be recorded in formal minutes which shall be posted on the bulletin board. Copies of the monthly minutes are to be filed with the Workers' Compensation Board in accordance with Provincial Legislation.

### **2. SECTION 2 – FOOTWEAR**

**The Company shall reimburse each employee 100% of the cost of the replacement of C.S.A. approved Safety Shoes (or boots) and/or insoles or replacement laces , to a maximum of \$150.00 in each 12 month period with receipts.**

### **3. SECTION 3 - UNSAFE EQUIPMENT AND CONDITIONS**

Employees are not expected to operate unsafe equipment or work under unsafe conditions. Employees are expected to report immediately any unsafe equipment to the Management.

**4. SECTION 4 - FIRST AID CERTIFICATES**

**The Company shall pay the time and cost for three (3) employees to achieve a Level II Industrial First Aid Certificate. These three designated employees shall be paid a \$68 premium per pay period, so long as the employee maintains the qualifications for the certificate in good standing.**

**5. SECTION 5 – CLOTHING**

The Company shall provide uniforms, as determined by the Company, to all regular and temporary employees, after completion of their probation period. All employees are required to wear the said uniform during working hours.

**The Company shall allow the clothing allowance to be used over a period of one year, with receipts, to purchase company-approved uniform apparel.**

**ARTICLE 22 - TECHNOLOGICAL CHANGE AND RETRAINING**

1. The Company agrees that it **shall** provide the Union with as much notice as possible prior to the introduction of automated equipment substantially different in kind than that previously used which **shall** result in the loss of employment.
2. Following receipt of notification the Union may make representation to the Company to discuss practical ways and means of minimizing the probable effects on the employee involved.
3. Any employee who loses employment because of technological change shall receive forty (40) hours at his or her regular rate of pay for each year of service.

**ARTICLE 23 - PLANT CLOSURE**

**1. SECTION 1 – NOTICE**

An employee terminated as a result of permanent closure of the Plant shall be given a minimum ninety (90) days notice of closure, **or any combination of notice and pay, at the discretion of the Company.**

**2. SECTION 2 - SEVERANCE ALLOWANCE**

Such employees shall be entitled to a severance allowance of forty (40) hours pay for each year's service.

## **ARTICLE 24 - HEALTH AND WELFARE**

### **1. SECTION 1 - PENSION AND BENEFIT PLAN**

The Company **shall** provide its pension and benefit plans to the employees. Any changes to the plans, including upgrades and downgrades of the plans, or the adding or deleting of plans, **shall** apply to the employees. The employees shall make the required contributions to the plans, again as amended from time to time, including increases or decreases in required contributions.

For greater certainty only, the Company's current benefit plans are the medical plan coverage, group life insurance, accidental death and dismemberment insurance, survivor income benefit, dependent life insurance, major medical, dental plan, vision care, emergency travel assistance, weekly disability, long term disability, employee purchase plan. The Company's current pension plans are the Group Pension Plan and group R.R.S.P.

Enrolment in any of the benefit plans is not complete until an employee has completed an application form and the application has been accepted by the carrier.

### **2. SECTION 2 - CASUAL LEAVE PLAN**

1. The Company shall provide employees with its 'Casual Leave Plan', from time to time in effect.

Employees covered by this agreement are allowed seven (7) days casual leave, upon completion of their probationary period.

2. Employees with less than one (1) year's service **shall** be allowed casual leave, upon completion of their probation period, on the basis of one-half (1/2) day per month of service from their date of hire to the following March 31st of each year.

3. An employee absent from work due to illness or non-occupational injury:

(i) shall, for an absence of less than three (3) days, draw from their casual leave bank.

(ii) for an absence of three (3) days or more, the Company shall fund the first two (2) days at 70 per cent, and the subsequent time off shall be covered by the current weekly indemnity plan.

4. If an employee is absent for more than three (3) consecutive days due to personal illness, the employee **shall** submit a weekly indemnity form or doctor's certificate within seven (7) calendar days to support the absence.
5. The effective time period is April 1st to March 31st. On March 31st, the employee shall have the option of his or her casual leave being paid out and/or converted to the Honda employee's voluntary R.R.S.P. subject to all applicable rules and regulations.
6. The payout schedule for unused days is outlined in Schedule "A".
7. Casual leave cannot be accrued or carried over the one (1) year period.

#### **ARTICLE 25 - TERM AND RENEWAL**

1. The term of this Agreement is February 1, **2008** to January 31, **2011**.
2. The provisions of this Agreement shall become effective February 1, **2008** and shall be binding and remain in effect until January 31, **2011** in accordance with the Labour Relations Code, Section 46.
3. Where notice has been given in accordance with Section 2 above or where the parties have otherwise mutually agreed, the parties shall as soon as agreeable to the parties following such notice meet for Collective Bargaining.

**ARTICLE 26 - USE OF GENDER**

The masculine gender is used throughout this Agreement for Convenience only and by no means is intended to exclude female employees from the provisions herein, nor is it intended as a basis for arbitrary distinctions based on sex. Wherever the masculine is used, the same shall be construed as meaning the feminine, unless otherwise specifically stated.

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Agreement hereunto set our signature this \_\_\_\_ day of \_\_\_\_\_, 2008.

**HONDA CANADA INC.**

by:

\_\_\_\_\_  
\_\_\_\_\_

**PULP, PAPER AND WOODWORKERS OF CANADA,  
LOCAL NO. 5**

by:

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A - PAY OUT SCHEDULE**

( I )				( II )										
<b>Associates on Leave of Absence (Actual Months of Service)</b>		12		11	10	9	8	7	6	5	4	3	2	1
<b>STD Reduction Per Claim (&lt; 1 month)</b>		0		1	2	3	4	5	6	7	8	9	10	11
<b>Casual Leave Days Remaining</b>	<b>Percentage of Award</b>	<b>Total Bonus Days</b>		<b>Pro-rated Bonus Days</b>										
7.0	x 100%	= 7.0		6.4	5.8	5.3	4.7	4.1	3.5	2.9	2.3	1.8	1.2	0.6
6.5	x 100%	= 6.5		6.0	5.4	4.9	4.3	3.8	3.3	2.7	2.2	1.6	1.1	0.5
6.0	x 100%	= 6.0		5.5	5.0	4.5	4.0	3.5	3.0	2.5	2.0	1.5	1.0	0.5
5.5	x 95%	= 5.2		4.8	4.3	3.9	3.5	3.0	2.6	2.2	1.7	1.3	0.9	
5.0	x 90%	= 4.5		4.1	3.8	3.4	3.0	2.6	2.3	1.9	1.5	1.1	0.8	
4.5	x 85%	= 3.8		3.5	3.2	2.9	2.5	2.2	1.9	1.6	1.3	1.0	0.6	
4.0	x 80%	= 3.2		2.9	2.7	2.4	2.1	1.9	1.6	1.3	1.1	0.8	0.5	
3.5	x 75%	= 2.6		2.4	2.2	2.0	1.7	1.5	1.3	1.1	0.9	0.7		
3.0	x 70%	= 2.1		1.9	1.8	1.6	1.4	1.2	1.1	0.9	0.7	0.5		
2.5	x 65%	= 1.6		1.5	1.3	1.2	1.1	0.9	0.8	0.7	0.5			
2.0	x 60%	= 1.2		1.1	1.0	0.9	0.8	0.7	0.6	0.5				
1.5	x 55%	= 0.8		0.7	0.7	0.6	0.5	0.5						
1.0	x 50%	= 0.5		0.5										

Note: Bonus days have been rounded to the nearest decimal place.

**LETTER OF UNDERSTANDING #1**

The Company agrees to convert two temporary employees to full-time status, within five working days of ratification of this contract. It is agreed that the two employees shall be as follows:

JoJo Landingin

Carrie McGee

In addition, the Company agrees that two temporary employees, to be selected by the Company from the current recall list of temporary employees shall be considered ‘grandfathered’ for the term of this Collective Agreement, and subject to the provisions of the 2005-2008 Collective Agreement – Article 11 – Hours of Work, Section 1,B, and Article 7- Seniority, Section 5, C, III.

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For PPWC – Local 5

Date

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For Honda Canada

Date

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For Honda Canada

Date