

COLLECTIVE AGREEMENT

BETWEEN

DYNAMIC WINDOWS AND DOORS INC.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2952**

May 1, 2009 – April 30, 2014

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COLLECTIVE AGREEMENT

Between

DYNAMIC WINDOWS AND DOORS INC.
(hereinafter referred to as "the Employer")

and

UNITED STEELWORKERS, LOCAL 2952
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer, shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa, and words importing the masculine gender will be deemed to include the feminine gender and vice versa as the context requires.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit, that is, all employees at and from 30440 Progressive Way, Abbotsford, BC, V2T 6W3, excluding office and sales staff and the plant foremen.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, save and except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of The United Steelworkers are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Employer to:

- a) manage the enterprise, including the scheduling of work and the control of materials;
- b) maintain order, discipline and efficiency;
- c) hire employees, to direct, transfer, promote, layoff, suspend and discharge them, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 The Employer may contract out work where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;
- c) he cannot perform the work in a manner that is competitive in terms of cost, quality, and within projected time limits.

2.07 The Employer agrees not to do work which is outlined in the job classification, except in the following cases:

- a) to do test work and tune-up work on equipment
- b) for instructional purposes
- c) for the purpose of experimentation
- d) for the development of new methods or products
- e) for specialized projects not normally within the realm of day to day shop production
- f) to do necessary work where the utilization of employees cannot be effected quickly enough to sustain necessary production
- g) for emergency purposes, repairs and maintenance

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union may hold elections for one (1) Unit President for the bargaining unit; as well as, the Union will endeavour to elect two (2) stewards per shift. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) USW Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. The Representative shall have reasonable access to the plant while it is in operation; the Representative shall not interfere with production.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 a) Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters. Only one steward will act on a matter at one time.

- b) The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of four (4) on the committee, shall be paid at their regular hourly rates for all time spent on negotiating a collective agreement. The total

(straight time) wage replacement cost will be borne equally by the Employer and the Union.

ARTICLE 4 - STRIKES OR LOCKOUTS

- 4.01 In accordance with Article 57(1) of the *BC Labour Relations Code*, during the term of the Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike or slowdown.
- 4.02 In accordance with Article 57(2) of the *BC Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give consideration to Local 2952 Union members for full-time positions, provided such applicants are qualified, in the Employer's view, to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are available employees on layoff qualified to do the work.
- 5.03 Each employee shall serve a probationary period of six hundred eighty (680) hours actually worked, commencing with his date of hire. Their respective seniority shall be dated back to the date of beginning employment. A mid-probationary review will be provided to probationary employees.

If the Employer, in its sole discretion, decides that the employee

is unsuitable for continued employment, that his performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his duties, the Employer may terminate the employee's employment at any time during the probationary period. The Employer agrees that its actions shall not be made in a manner that is discriminatory as defined by the *Human Rights Code*, arbitrary or in bad faith.

5.04 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees.

5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. In the first week of work, the Employer will refer any new employee to a Steward or a USW Representative in order to give such Steward or USW Representative an opportunity to describe the Union's purpose and representation policies.

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

- i) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- ii) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which

will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 5.06 i).

ARTICLE 6 – DUES CHECK OFF

6.01 a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.

b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts, which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
Unit D, Box 34223
Vancouver, BC V6J 4N1

d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.

e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

- i) United Steelworkers, Local 2952
Attn: Financial Secretary @ 604-525-4568, and
- ii) United Steelworkers, Servicing Staff Office
Attn: Steve Dewell @ 604-513-1850.

f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).

g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

6.02 Employees who, because of religious or conscientious objections, cannot support the USW may apply to the Union, in writing, explaining their objection and requesting that their dues be forwarded to a registered Canadian charitable organization. The Union will review such requests and such permission shall not be unreasonably withheld.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

7.01 Rates of pay applicable to various classifications are as set forth on "Appendix A" attached hereto and made part hereof.

7.02 Where new machinery is installed that materially affects the conditions of work of the employee concerned, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employees involved. Failure to reach agreement shall be subject to the Grievance procedure.

- 7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to two (2) hours' reporting pay. If the employee is recalled at any time prior to his next regularly scheduled shift, he will be entitled to the foregoing reporting pay in addition to any hours worked. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
- 7.04 Except as provided in this Article, when an employee from a higher rated classification is requested to work temporarily at a lower rated classification he shall continue to be paid at the rate for the higher rated classification. When an employee works either overtime, or an extra shift for which he does not qualify for overtime, he shall be paid the rate for the agreed job assigned. If reassigned for greater than fifteen (15) minutes to do higher level work in an area other than assigned, he/she shall receive the higher rate for the greater of one (1) hour or the actual time worked in the higher classification.
- 7.05 Employees may be moved from Department to Department on a temporary basis in order to assist in another department. In such cases employees shall be paid their normal rate. After four (4) consecutive weeks or longer (levels 4 & 5) in a different department, each employee's position will be discussed at the monthly Union/Management meeting to consider whether or not the temporary posting should be extended, posted, or cancelled.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 Normal Hours
- a. Continuous Shifts: Five Days per Week
 - i. The normal hours of work shall be eight (8) working hours per day and forty (40) hours per week, Sunday

evening through Friday, including a total of thirty (30) paid minutes of break time per shift. The starting and stopping times shall be as follows:

Days	7:00 am	to	3:00 pm
Afternoons	3:00 pm	to	11:00 pm
Nights	11:00 pm	to	7:00 am

ii. Lunch Periods

The Union will determine if the break time will consist of either one (1) paid lunch period of thirty (30) minutes' duration taken approximately midway but no later than five (5) hours through the shift; or two (2) paid breaks of either fifteen minutes each, or two (2) breaks consisting of one (1) twenty (20) minute and one (1) ten (10) minute break totaling thirty (30) minutes taken at mutually agreed times in the first and second half and each shift.

If at any time the Employer, in its sole discretion, finds that the practical working of the twenty (20) and ten (10) minute break system becomes undesirable, it may revert to the Employer's choice of one (1) of the remaining two (2) options upon providing one (1) week's notice of the change. If at any time the Employer, in its sole discretion, finds that the practical working of the two (2) fifteen (15) minute break system becomes undesirable, the lunch will be deemed to be one (1) break of thirty (30) minutes' duration upon the Employer providing one (1) week's notice of the change.

Employees will not be allowed to leave the property during paid breaks.

b. One or Two Shifts: Days and Afternoons

- i. The normal hours of work shall be eight (8) working hours per day and forty (40) hours per week, Monday

through Friday, exclusive of an unpaid thirty- (30) minutes meal break. The starting and stopping times shall be as follows:

Days	6:30 am	to	3:00 pm
Afternoons	3:00 pm	to	11:30 pm

ii. Lunch Period

One (1) unpaid lunch period of thirty (30) minutes' duration taken approximately midway, but no later than five (5) hours, through the shift.

iii. Rest Breaks

There will be two (2) paid ten- (10) minute breaks taken at mutually agreed times in the first and second half of each shift.

c. Variation of Schedules

Such shifts or shift schedules may be varied by mutual agreement between the Employer and the Union. Break times may be subject to change but will be discussed in advance.

8.02 Overtime Pay

An employee shall receive overtime pay of one and one half (1 1/2) times his regular hourly classification wage for all hours worked in excess of:

- a) Eight (8) hours in a day; or
- b) Forty (40) hours in a week, but excluding daily overtime.
- c) Where a week contains a general holiday, the references to hours in a week shall be reduced by eight (8) hours for each general holiday in the week.

An employee shall receive overtime pay of two (2) times his

regular hourly classification wage for all hours worked in excess of:

- a) Eleven (11) hours in a day; or
- b) Forty-eight (48) hours in a week, but excluding daily overtime.
- c) Where a week contains a General Holiday, the references to hours in a week shall be reduced by eight (8) hours for each General Holiday in the week.

8.03 Overtime Rules

- a) The Employer shall endeavour to distribute extra shift overtime as fairly as practicable among full-time employees within a department provided the Employer considers such employees to be fully capable of performing the required overtime duties.
- b) Where overtime is anticipated, the Employer will post the number of people, the skill sets required, and the corresponding pay rates.
- c) The Employer may designate a total of fifteen (15) overtime shifts (i.e. five per crew) during each prime time period where all or part of a shift will be required to work. Such mandatory shifts will be scheduled in sequence, beginning with day shift, or as otherwise agreed by the parties. Employees shall not be compelled to work consecutive weekends. The Employer shall give two weeks' notice of a mandatory overtime shift which shall be at least eight (8) hours in length and not longer than ten (10) hours.
- d) No employee is permitted to work unauthorized overtime hours. All overtime work must be authorized in advance

in writing by the employee's supervisor.

- e) During the annual shutdown, the Employer may give preference to those employees who volunteer for the most shifts provided those employees have the requisite skill, demonstrated ability, relevant experience, and attendance (per 11.12).
- f) Nothing in this article shall require an employee to work in contravention of his bona-fide religious beliefs.
- g) An employee may request to bank overtime worked at premium rates, up to a maximum of forty (40) hours. "Voluntary" overtime pay may be banked at the employee's request, but not substituted for additional time off. "Mandatory" overtime may be banked at the employee's request and taken as either payment or as additional banked time off, if adequate notice has been provided and will only be granted if operational requirements permit. The Employer will pay out all accumulated banked overtime accruals at each year-end, along with accumulated vacation accruals.

8.04 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday

- 8.05 Employees requesting a change of shift will submit a written request for change to the H.R. administrator. The request should include the specific shift requested, the time frame requested, whether a permanent or temporary change is being requested and the reasons for the desired change. At a joint Union/Management meeting, each request will be reviewed and discussed to determine the most appropriate action given

the circumstances.

ARTICLE 9 - VACATIONS AND VACATION PAY

9.01 Employees will receive annual vacations, with pay, upon completion of the following periods of service, calculated as a percentage of gross earnings:

- less than one (1) year's service -- vacation pay and time off as per the *Employment Standards Act*;
- after one (1) year's service -- two (2) weeks' vacation, with pay at four percent (4%);
- after five (5) year's service -- three (3) weeks' vacation, with pay at six percent (6%).
- after ten (10) year's service – four (4) weeks vacation with pay at eight percent (8%) :
- After seventeen (17) year's service - five (5) weeks of vacation with pay at ten percent (10%)

Vacation pay is due only:

- a) on the pay day for the pay period in which vacation is taken;
- b) if unused, during the week prior to Christmas; or
- c) on termination of employment.

Vacation pay stubs shall show gross earnings during an indicated period of time, as well as the percentage at which vacation pay is calculated.

d) There will be no administrative charge for vacation pay when vacation pay is paid out on a regular pay cheque. The Employer will provide 30 days notice of any change of administrative fees for unscheduled cheques.

- 9.02 a) Vacations shall be scheduled by department, with senior employees in each department having preference in the selection of vacation periods, subject to operational requirements. As a guideline, employees eligible for three weeks or more vacation shall not take more than one (1) week of vacation during prime time excluding the Christmas shutdown. Employees eligible for two weeks' vacation shall take one (1) week's vacation during the Christmas shutdown, and one (1) week outside of prime time. Prime time is generally defined as the five (5) months from the beginning of October to the end of February. This time frame is subject to change. Such changes will be posted at the time the vacation planning process commences. The Employer will review any request for an extended period of time off of work during the prime time on a case-by-case basis. The Company will consider each employees request subject to operational requirements Etc.
- b) To facilitate this process, the Employer will post vacation schedules for the department during the first two (2) weeks of January in each year. Employees shall select their vacation periods for that upcoming 12-month period by February 28, and the Employer shall confirm the vacation scheduling by March 31 in each year. Confirmed vacations shall not be altered without the employee's consent. Should an employee not select his vacation by February 28, he will not be able to use his seniority to displace another employee from his pre-selected vacation period.
- 9.03 Operations shall cease for a plant-wide shutdown in conjunction with Christmas Day, Boxing Day, and New Year's Day statutory holidays for the purpose of a common vacation period. The Employer shall provide no less than thirteen (13) weeks' notice of the exact dates of the shutdown.

9.04 The following shall be considered as days actually worked for determining vacations for an employee after one (1) year of employment:

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a Medical Doctor;
- c) any other absence with pay, duly approved by the Employer in writing.

9.05 In the event of a public holiday falling during an employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normally have returned to work or a mutually agreed upon day at some other time.

ARTICLE 10 - HOLIDAYS

10.01 Provided the provisions of Article 10.02 are met, the Employer agrees to pay at regular rates, for the employee's scheduled working hours for each of the following ten (10) holidays:

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

10.02 a) Article 10.01 applies only to employees who have been employed by the Employer for a minimum of thirty (30)

calendar days and have worked their regularly scheduled workday before and their regularly scheduled workday following the holiday unless their absence is due to illness, vacation with pay, or other reason acceptable to the Employer. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

- b) If an employee who qualifies under Article 10.02(a) has worked or earned wages for at least fifteen (15) of the last thirty (30) calendar days before the paid holiday, the employee will be paid the same amount as if the employee had worked regular hours on the day off.
- c) If an employee who qualifies under Article 10.02(a) has worked less than fifteen (15) of the last thirty (30) days before the paid holiday, the employee will be paid one fifteenth ($1/15^{\text{th}}$) of his total wages, excluding overtime, for that thirty (30) day period.

10.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate in addition to his holiday pay; after eight (8) hours, the rate shall be two (2) times the regular rate of pay.

10.04 If one of the above named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled day shall be observed as the statutory holiday, unless an alternate day is mutually agreed on between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.

10.05 Where an employee works on a statutory holiday the employee shall be entitled to one (1) day off, unpaid. The employee must give one (1) week's notice of his intent to take the day off.

- 10.06 When Canada Day occurs during the week, the holiday may be celebrated on Monday or Friday of either adjoining weekend if mutually agreed on between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday. Remembrance Day will be recognized on the day on which it falls.

ARTICLE 11 - SENIORITY, LAYOFF, AND JOB POSTINGS

- 11.01 Except as provided in Article 11.05(b), seniority of employees shall be recognized on a plant-wide basis. New employees shall be placed on the seniority list at the end of their probationary period as per Article 5.03, and their respective seniority shall be dated back to the beginning of regular employment. Employees hired on the same day will be assigned seniority status by the drawing of lots in the presence of a Union steward.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be posted with the current classification of each employee on a quarterly basis.
- 11.03 Seniority rights shall cease and employment may be terminated for any employee who:
- a) voluntarily quits the employ of the Employer;
 - b) is discharged and such discharge be not reversed through the Grievance Procedure;
 - c) fails to report for three days, unless he has a justifiable reason;

- d) has less than one (1) year's seniority and is laid off for a continuous period of more than six (6) consecutive months, and for any employee who has one (1) year or more seniority is laid off for a continuous period of more than twelve (12) consecutive months; or
- e) is absent from work due to non-work related illness or injury for a period in excess of fifty-two (52) weeks unless there is a reasonable expectation that the individual will return to work.

11.04 An employee who leaves the bargaining unit to fill another position with the Employer shall have his seniority frozen for a period of six (6) months. At any time during this six (6) month period, the employee may be returned to the bargaining unit, or the employee shall have the right to exercise his seniority to return to the bargaining unit in the same or an equivalent job. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

11.05 a) The parties recognize and agree on the importance of retaining a skilled workforce and reducing undue economic hardship on employees. Therefore, if layoffs are required the parties will meet to discuss alternatives to layoffs, including the option of an income subsidy plan through HRDC.

b) When a shortage of work which is expected to be in excess of one (1) month necessitates a reduction in the size of the workforce, subject to skill and knowledge of remaining employees to perform the work, probationary employees shall be laid off first after which employees shall be laid off in inverse order of their seniority. In the event a layoff is expected to be less than one (1) month in duration, employees shall be laid off in inverse order of shift seniority. The company will post at the end of it's

peak season for 1-week, a request form allowing employees to request lay-off versus working, in the event of future partial shift lay-off's of 1 week or less. Provided that the requesting employee has adequate funds and days accumulated in their Vacation Accrual to compensate them during an upcoming lay-off period, the company will endeavor subject to operational requirements to schedule those employees as laid-off. Where there is a layoff, the employees remaining will possess the requisite skill, demonstrated ability and relevant experience to do the remaining available work effectively. An employee who bumps into a lower classification will retain the current wage rate to the end of the pay period in which the layoff occurs after which he will be paid the rate for the classification into which he is bumped.

- c) Employees recalled from layoff shall be recalled in order of their seniority provided they possess the requisite skill, demonstrated ability and relevant experience to do the available work effectively. Employees will be paid the rate for the classification to which they are recalled.

- 11.06 The Employer will endeavour to give one (1) week's notice of the need for a layoff to the Union and will meet with a steward or a USW Representative immediately after giving such notice to review the situation.
- 11.07 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of materials, shortage of work, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 11.08 Any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.

- 11.09 Any appeal in regard to a layoff or recall must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- 11.10 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make mutually satisfactory arrangements to return. Seniority rights shall cease and employment may be terminated for any employee who does not report for work within these required time limits. If employees are recalled out of order of seniority a Steward shall be notified as soon as practicable.
- 11.11 During a layoff it is understood that it is the employee's responsibility to apprise the Employer of any change in phone number and/or address.
- 11.12 The Employer shall post, for a minimum of five (5) workdays, in conspicuous places, notice of vacant positions, copies of which will be forwarded to the shift stewards. The notice shall be in the form provided by the Employer. All job postings shall be numbered and will indicate position, wage rate, shift assignment, a general description of the qualifications and experience required, and the date of posting. The Employer shall fill such a position with the applicant employee who has the greater seniority, provided that the requisite skill, demonstrated ability, and relevant experience is relatively equal. The Employer may also consider absence levels that could adversely affect production. The Employer will not be unreasonable in making these determinations. Whenever practicable, the Employer shall meet with the shift Steward to inform him of the reasons why a posting was awarded to a particular employee.

The name of the successful applicant for a position shall be

posted and copies shall be forwarded to the shift Steward and to the office of the USW.

- 11.13 These provisions are not intended to prevent the Employer from making temporary appointments of up to four (4) weeks' duration or longer to cover temporary requirements, or from hiring qualified persons from outside the workforce when particular skills are not available and could not reasonably have been developed. Management's discretion in these instances shall not be unreasonably exercised.
- 11.14 Employees may be subject to shift reassignment in the following circumstances:
- a) an employee voluntarily posts into a position on an alternate shift;
 - b) temporary training is required on an alternate shift;
 - c) emergency situations;
 - d) lay-offs;
 - e) in the event a shift is collapsed.

ARTICLE 12 - TECHNOLOGICAL CHANGE

- 12.01 The Employer shall notify the Union sixty (60) days in advance of the intent to institute material changes in production methods or facilities which would result in re-training, layoff, or termination of employees.
- 12.02 Where jobs are eliminated due to technological change, the affected employees, provided they have the aptitude, will be given a reasonable opportunity to be trained to operate the new equipment or to assume other duties, provided they meet the

requirements of such jobs.

- 12.03 a) Bumping by employees whose jobs are eliminated by technological change will be allowed, based on plant-wide seniority subject to an employee possessing the requisite skill, demonstrated ability, and relevant experience.
- b) Such employees may bump:
- i. up to jobs previously permanently held (excluding higher training jobs temporarily held);
 - ii. across to a job previously held or a job within their capability after a brief orientation period (less than a day); or
 - iii. down to a job previously held or a job within their capability after a brief orientation period.
- Employees who cannot perform the duties of the job they have bumped into, within the orientation period, may be required to accept a job they have previously held on a permanent basis.
- c) Within not less than two (2) weeks of the production changes taking effect, the Employer shall post a notice announcing impending implementation of technological change. Employees to be affected shall declare their intent to bump within three (3) days after the posting.
- d) At the time the changes take effect, the results of bumping shall similarly be posted.
- 12.04 a) Employees whose employment is terminated because of technological change shall be entitled to severance pay of two (2) weeks' pay at regular straight time rates, for each year of service with the Employer, to a maximum of eight (8) weeks' pay.

- b) An employee so affected may elect to accept layoff with recall rights as defined in Article 11 in lieu of the above, the election to be made within three (3) weeks' notice of termination.

12.05 Any dispute arising in relation to adjustment to technological change may be grieved.

ARTICLE 13 – HEALTH AND WELFARE

13.01 In order to protect employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute one hundred percent (100%) of the premium cost of the following, after six (6) months of employment:

- a) Medical Services Plan of British Columbia
- b) life insurance - \$50,000.00.
- c) accidental death and dismemberment - \$50,000.00.
- d) basic extended health care plan.
- e) dental coverage for employee and dependents providing:
 - i. 80% Basic Dental;
 - ii. After three (3) years of service, 50% Major Restorative, up to a maximum of \$1,000 per year per person.
- f) after three (3) years' service, prescribed vision care, and approved laser eye surgery to a maximum of one hundred fifty dollars (\$150.00) per person and a family maximum of three hundred dollars (\$300.00) per family once every two (2) years to employees and their dependents; and after five (5) years of service, to a maximum of two hundred dollars (\$200.00) per person and a family

maximum of five hundred dollars (\$500.00) per family once every two (2) years to employees and their dependents. Employer pays one hundred percent (100%) of premium. Approved laser eye surgery will be eligible for coverage for a maximum of two consecutive payments made by the employer (Maximum of two hundred dollars (\$200) for two (2) payments; and a Family Lifetime Maximum of eight hundred dollars (\$800)).

- g) Employee Assistance Plan:
Up to four dollars (\$4.00) per employee per month. Any additional costs to be paid by the employee and/or Union.

13.02 Employees shall contribute one hundred percent (100%) of the cost of long term disability coverage. The total premiums for all insurance plans shall be remitted by the Employer.

13.03 The above plans are more extensively described in the applicable insurance policies which govern their operation and coverage. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

13.04 a) In the event of sickness or accidents, the Employer agrees to continue to pay the premiums of all insurance for a period of six (6) months. In the case of a layoff, coverage will continue to the end of the month following month of layoff.

- b) In the event of work related sickness or accidents, that is, those covered by Work Safe BC, the Employer's contribution shall continue for a period of twelve (12)

months.

- c) Where the Employer provides extended coverage, the employee must make satisfactory arrangements with the Employer to remit his portion of premium cost.

ARTICLE 14 – REGISTERED RETIREMENT SAVINGS PLAN

14.01 The Employer agrees to match employee contributions to the USW RRSP plan as follows:

- a) Employees with more than three (3) years' service:
The Employer agrees to match employee contributions to the USW RRSP plan to a maximum of seventy-five dollars (\$75.00) per month contribution by the Employer;
- b) Employees with more than five (5) years' service:
The Employer agrees to match employee contributions to the USW RRSP plan to a maximum of one hundred dollars (\$100.00) per month contribution by the Employer;
- c) Employees with more than seven (7) years of service:
The Employer agrees to match employee contributions to the USW RRSP plan to a maximum of one hundred and twenty five dollars (\$125.00) per month contribution by the Employer;
- d) The Employer agrees to deduct and remit unmatched voluntary contributions to the RRSP for non-probationary employees. Employees shall be entitled to adjust their contribution level for a maximum of two (2) times per year beginning on January 1 of each year.

14.02 The Employer agrees to make employee contributions to the

USW RRSP plan as follows:

- a) Employees with more than ten (10) years of service:
The employer agrees to make the employer contribution to the USW RRSP plan to a maximum on one hundred and fifty dollars (\$150.00) per month.

14.03 As active employees become eligible, employee deductions for RRSP and Employer contributions shall commence on the first pay period of the month following receipt of authorization for employee deductions.

ARTICLE 15 - SAFETY AND HEALTH

15.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

- a) The employees shall elect up to five (5) representatives to a Safety Committee;
- b) The Safety Committee shall meet at least once every month or as may be required. The chairman is empowered to call extra meetings at any time. Committee members are to be paid at regular hourly rates when attending meetings;
- c) The general duties of the Safety Committee shall be in accordance with the Industrial Health and Safety Regulations of Work Safe BC.

15.02 In the event an employee meets with a compensable time-loss accident on the job, he shall be paid for the entire shift regardless of actual hours worked.

15.03 Light Duty Work

The parties agree to fully cooperate in ensuring employees who have been injured at work to return to gainful employment as soon as practical. To facilitate this process, where practical, the Employer will provide the attending physician with a description of alternate duty work and a job demand analysis. The parties agree the employee is obligated to provide such information to a qualified physician and have it returned to the Employer as soon as possible. Only in exceptional circumstances or in the case of a confirmed specialist referral, should this exceed five working days.

- 15.04 The Employer will provide a Boot Allowance to employees who have two (2) years of service or more as of May 1 each year. Such employees will be given one hundred dollars (\$100) every two (2) years upon the employee providing a receipt of purchase for CSA approved work shoes.

ARTICLE 16 - FUNERAL LEAVE

- 16.01 In the event of the death of an employee's spouse, biological or legally adopted child the Company will grant five (5) scheduled working days off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule to make arrangements for or attend the funeral.
- 16.02 In the event of the death of an employee's biological mother, father, brother, sister or step child (Step child must reside with employee); the Company will grant two (2) working days off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule if the employee attends the funeral; or one (1) scheduled working day off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule to make arrangements for the funeral.
- 16.03 In the event of the death of an employee's mother-in-law,

father-in-law, the Company will grant one (1) scheduled working day off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule if employee attends the funeral.

- 16.04 Upon the death of a relative as set forth in Article 16.01, 16.02, or 16.03, and as a condition to being eligible to be granted bereavement leave as set forth therein, the employee shall advise the Company in writing of the date of death, the name of the deceased relative and the relationship to the employee. The employee shall provide to the Company any further proof that the Company may request.
- 16.05 Bereavement leave provided for in this Article must be taken within two (2) weeks of the date of death, and must be continuous rather than broken.
- 16.06 For the purpose of this Article, “spouse” shall include a common-law spouse. A common-law spouse shall be defined as an individual who has been co-habiting with the employee in a common-law relationship for a minimum of six (6) months and who is, as at the date of death, registered on the Company’s records as being the common-law spouse of the employee.

ARTICLE 17 - JURY DUTY

- 17.01 Any regular full-time employee who is required to perform jury duty or serve as a subpoenaed witness or at a Coroner's Inquest, and as a result will reasonably miss work, will be reimbursed by the Employer for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work for the first ten (10) days served.

ARTICLE 18 – LEAVES OF ABSENCE

- 18.01 The Employer may grant leaves of absence, without pay and subject to operational requirements, for a period of up to two (2) months for reasons such as marriage, sickness, death in the immediate family, education or other reasons acceptable to the employer. The length of the leave period may be extended with the approval of the Employer. In such a leave of absence seniority shall be frozen as follows:
- a) Employees that are still within their probation (680 hours of work) work period shall not accumulate seniority for any Leave of absence time missed during the probationary period
 - b) Employees that have completed their probationary period (greater than 680 hours of work) shall have planned and approved leaves of absence handled as follows:
 - i) Combined planned and approved Leaves of absence of less than two months per calendar year shall have missed leave time added towards accumulating seniority.
 - ii) Combined planned and approved Leaves of absence that exceed two months in any calendar year, will result in all accumulated annual leave time exceeding two (2) months being excluded from seniority.

Extensions that are granted for job specific educational purposes shall be without loss of seniority rights. Leaves of absence may be granted for probationary employees at the discretion of the Employer.

- 18.02 On return, the employee shall be reinstated to a position similar to the position vacated, or if not available, to a lesser position, without a reduction in pay.
- 18.03 Conflicts regarding requests for a leave shall be resolved by the Union-Management Committee.

- 18.04 Costs of any benefits shall be borne by the employee, and the Employer is authorized to deduct from such an employee's pay the cost of benefits.
- 18.05 a) Employees who have been elected or appointed by the Union to attend International, National, or Local gatherings will be granted leave of absence without pay for this purpose, subject to operational requirements. Not more than two (2) employees may take such leave at one time and they must give the Company notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. The Union will fax a written request to the Company, who will reply with confirmation of acceptance or not.
- 18.06 The Employer will grant unpaid reasonable period of maternity leave without pay to employees. This shall be in accordance with Part 6 of the Employment Standards Act of British Columbia – Section 50 – Pregnancy Leave and Section 51 – Parental Leave

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The Employer agrees to recognize the Stewards, and the USW Representatives specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 19.02 The Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. The limitation period shall apply to all differences arising between the parties hereto relating to the interpretation, application, operation, or alleged violation of this Agreement. The foregoing limitation shall not apply to

payroll errors of a continuing or recurring nature.

- 19.03 A "Group Grievance" is defined as a single grievance signed by a Steward or USW Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or operation of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party directly to arbitration under Article 20, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.05 a) Prior to submitting a written grievance, an employee shall give his immediate supervisor an opportunity to address the complaint. At the employee's option, a Steward may accompany an employee at such time.
- b) Step 1 An employee having a grievance will, through a steward or a USW Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the agreement that has been violated and it shall provide a statement as to the remedy or relief being sought. This supervisor will deal with the grievance not later than the fifth (5th) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of his

decision in writing.

- c) Step 2 If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1 or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer.

The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

- 19.06 The time limits specified in Article 19.05 above may be extended by mutual agreement between the Employer and the Union.

ARTICLE 20 – EXPEDITED ARBITRATION

20.01 Notification

To facilitate the timely resolution of grievance matters, either the Union or Company may, after exhausting the grievance procedure in Article 19, notify the other Party, within ten (10) working days of receipt of the reply at the second step, of its desire to submit the grievance to “Expedited Arbitration” in a manner as set out below.

20.02: Single Arbitrator (Chairperson) selection.

- a) The parties will pre-select two acceptable Chairpersons, where one will be selected individually (on a rotational basis) to resolve disputes referred to expedited arbitration. Hearings will be held on Company premises.
- b) Both parties agree to participate in Expedited Arbitration

and to be bound by its Chairman's decision.

c) The parties will meet within 14 days following the date of the notification of desire for expedited arbitration to decide on proceeding to expedited arbitration, unless there is a mutual agreement to extend the time limit.

d) The parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.

e) No legal counsel will be used by the parties during the course of the hearing. Witnesses and oral submissions from the parties during the hearing will be at the discretion of the Chairperson.

f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within 10 days of the hearing.

g) The parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.

h) The parties will jointly bear the cost of the arbitrator.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

- 21.01 The Employer agrees to apply progressive measures of discipline in a fair and equitable manner. Provided there is no undue delay in the administration of the discipline, where an employee is about to receive a written warning, a Shop Steward will be present at the meeting unless otherwise requested by the employee. Under these same conditions, the employee may also request, and shall be granted, up to five (5) minutes to discuss issues relating to the discipline with the Steward prior to meeting. A copy of such discipline will be immediately forwarded to the shift Steward and to the Union office.
- 21.02 An employee may be discharged for proper cause by the Employer. Within five (5) workdays following the discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the discharge. Within five (5) workdays following the interview, the Union may submit the complaint to mediation or arbitration.
- 21.03 An employee may have access to his own formal personnel file provided five (5) days' notice is provided. Files are to be viewed in the presence of a Shop Steward in a designated area on the premises. Contents are not photocopied and the viewing is to take place outside of scheduled working hours. The Employer may attend if it so wishes.

ARTICLE 22 - UNION-MANAGEMENT COMMITTEE

- 22.01 The Employer and the Union agree to schedule a Union-Management meeting once every three (3) months or as often as necessary during the term of this Agreement, to discuss

issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Union-Management 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.

- 22.02 The Employer and the Union may each appoint up to seven (7) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be made available to all parties within one week of said meeting. A committee member attending Union-Management meetings during his regular working hours shall not suffer a loss of regular pay. The Union may invite up to two (2) unpaid observers from the bargaining unit to attend such meetings. If, in accordance with Article 3.01, the expansion of the bargaining unit results in the election or appointment of more than six (6) Stewards, the parties agree to discuss the means for Steward participation in Union-Management meetings.

ARTICLE 23 - DURATION

- 23.01 This Agreement shall be effective on the first day of May, two thousand nine (2009), and shall remain in effect until 12:00 midnight the thirtieth (30th) day of April, two thousand fourteen (2014), and for further periods of one (1) year, unless notice shall be given by either party, of the desire to delete, change, or amend any of the provisions contained herein, within twelve (12) months immediately preceding the date of expiry of the Agreement. Failure of either party to give notice shall mean that this Agreement has been renewed for a period of one (1) year.
- 23.02 The Company and Union agree to begin bargaining future collective agreements one (1) year prior to the expiration date of the collective agreement.

23.03 Notwithstanding Article 23.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

23.04 The parties agree to exclude the operation of sections 50(2) and 50(3) of the *Labour Relations Code*.

DATED at Abbotsford, British Columbia, this _____ day
of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

**APPENDIX “A”
WAGES AND TERM**

All wages in the wage schedule shall increase on May 1 of each year. Increases shall be as follows:

SHOP WIDE PW THRU LEVEL 5							
	Production Worker	Percentage Increase	Level 1	Level 2	Level 3	Level 4	Level 5
May 1, 2009	\$12.53	2.5%	\$14.11	\$15.42	\$17.33	\$19.29	\$20.57
May 1, 2010	\$12.53	2.5%	\$14.47	\$15.80	\$17.77	\$19.77	\$21.09
May 1, 2011	\$12.53	2.5%	\$14.83	\$16.20	\$18.21	\$20.27	\$21.61
May 1, 2012	\$12.53	3%	\$15.27	\$16.68	\$18.76	\$20.88	\$22.26
May 1, 2013	\$12.53	3%	\$15.73	\$17.18	\$19.32	\$21.50	\$22.93

SHIFT PREMIUMS

Calculation for shift premiums will be made as of May 1 of each year of this Agreement and shall remain at that amount until the next annual calculation of that premium.

Afternoon Shift Premium

Up to 18 months of seniority	\$0.50 per hour worked
19 months to 48 months of seniority	\$0.75 per hour worked
49 or more months seniority	\$1.00 per hour worked

Night Shift Premium

Up to 18 months of seniority	\$0.75 per hour worked
19 months to 48 months of seniority	\$1.25 per hour worked
49 or more months of seniority	\$1.75 per hour worked

RED-CIRCLED EMPLOYEE DEFINITION

Persons who are paid above the rate shown on the Wage Rate Schedule chart shall be red circled. Red circled shall be defined as meaning such employees shall not receive any adjustments in wage scales until increases in the wage scale for the position exceed the red-circled rate. The red circle rate will cease to exist if there is a layoff and the employee is bumped to a lower level position or the employee posts into a different position.

GREEN CIRCLED EMPLOYEE DEFINITION

Green Circled employees are those employees who are currently paid more than the job classification system. These employees will not receive annual increases on May 1 of each year, but instead will be given a “bonus” cheque for the amount that is equivalent to the 2.5% increase or part thereof that they would not receive. The “bonus” cheques will be issued the first week of December, and the last week of April.

The green circle rate will cease to exist if there is a layoff and the employee is bumped to a lower level position or the employee posts into a different position.

The employee must be a full time employee at the date of payout to receive any portion of the bonus.

“APPENDIX B”
JOB NOTICE

Posting # _____ Posting Date _____

POSITION INFORMATION

Department _____ Area _____ Level _____

Shift _____

Comments _____

Application Deadline Date _____

JOB APPLICATION FORM

All applicants must sign his/her name below by the application deadline date.

Applicant Name	Seniority	Applicant Name	Seniority

Comments _____

LETTER OF AGREEMENT #1

BETWEEN:

DYNAMIC WINDOWS AND DOORS INC.

AND:

**UNITED STEELWORKERS
LOCAL 2952**

This Letter is to be read in conjunction with the current Collective Agreement.

1. Objectives of the Progression System:

- To be flexible, adaptable, cost effective, and efficient
- To lead to high quality product delivered to the customer on time
- To provide opportunities for job satisfaction and learning
- To encourage employees to make decisions, and to take responsibility and control
- To provide opportunities for equitable remuneration
- To provide a safe work environment

2. Progression System Structure (refer to the following table)

- Four (4) Departments (Levels 1 thru 5)
- A plant-wide Production Worker, Level 1, Level 2, and Level 3 all have common Work Station requirements
- Up to five (5) “Partial” (P) levels
- Within each of the Learning Levels are more detailed workstation requirements
 - the workstation requirements are not an exhaustive list of job duties
 - the workstation requirements are subject to change
 - If the company determines necessary changes to the Workstation duties during the Contract period, they

will meet with the Union to discuss.

DEPARTMENT Levels 1 thru 5		AREA (description only)
Reman		Warehouse
		Breakout
		Moulder
Machining		CNC
		Parts Cutting
		Sash
Pre-Assembly		Prefinishing
		Glass Shop
Assembly		Banking
		Custom
		Door Shop
		Shipping

3. Progression Principles

- Multiskilling
- Job rotation
- Learning
- Flexibility
- Payment for demonstrated skills and knowledge that are required and applied
- Formal reviews of skills and knowledge
- The company will endeavour to provide each employee with a Performance Review within one year from their prior review

1. 4. Procedures

4.01 Qualifying for Advancement

- a) All new employees will be classified as a Production Worker. Subject to operational requirements, the new

employee will be assigned primarily to one department for the first five (5) months. During this time the employee will receive up to three (3) performance reviews.

- b) Provided an employee successfully completes eight hundred sixty-seven (867) hours worked as a Production Worker, subject to operational requirements, he will be classified as a Partial Level 1. This will continue for the equivalent of eight (8) months full time worked. At approximately the end of this period, the employee will receive a performance review.
- c) Being qualified for Partial Level advancement at Level 2 or above means:
 - i. There must be a recurring and continuing requirement for the work to be done and an employee must be performing the higher classification duties for a minimum of twenty-five percent (25%) of the time on a perpetual basis; or
 - ii. The Employer has determined there is an opening.
- d) Being qualified for Full Level advancement means:
 - i. the employee must have demonstrated an ability to perform the tasks of the job classification, is able to consistently meet or exceed reasonable standards of output and quality, works safely, has an attendance record that is equal to or better than the shop average, and is a contributing team member; and
 - ii. the majority of the employee's time must be spent performing work specific to the classification level on a perpetual basis (i.e. greater than 50%); or
 - iii. the Employer has determined there is a full-time opening.

4.02 The Employer may also be able to move employees into positions for temporary periods according to the provisions of Article 11.13 of the Collective Agreement.

4.03 Exceptions to this are:

- If an existing employee has related experience in the plant; or
- If an individual is hired who has previous related experience.

4.04 The first three (3) months as a Partial will be a trial period.

4.05 Should an employee not be successful in the Partial trial period according to the criteria in 4.07 below, the employee will be reinstated to his prior job and will be paid the wage rate for that job.

4.06 The Partial wage rate is the simple average of the rate of pay for the level being trained for and the level immediately below it.

4.07 Satisfactory completion of the trial period will be determined through an informal assessment of work practises, output, quality, safety, attendance, product knowledge and ability to contribute as a team member.

5. Posting

5.01 Posting Procedure

- a) Where the Employer determines there is a vacancy opening in a Department, the position will be posted plant-wide.
- b) Where there is more than one potential candidate in a Department, but no additional manpower requirements, the position will be posted in the Department only.
- c) In order to avoid bumping as a result of a posting award, where it appears that a potential posting for a position could

result in bumping if awarded to an employee in another area and/or shift, or if there is only one potential candidate in a Department and there are no additional manpower requirements, the Parties will meet to come to a mutual agreement on whether a position will be posted or if a reclassification shall occur. The parties will endeavour to meet to review the results of all postings and reclassifications.

- d) Postings will be awarded to the applicant employee who has the greater seniority, provided that the requisite skill, attendance, demonstrated ability, and relevant experience are relatively equal. All results of postings and reclassifications will be posted.

5.02 Movement Between Departments

Where an employee at a Full Level 2 or above wishes to move to another department, he shall provide the Human Resource Manager with a “written expression of interest” to move to the other department.

5.03 Posting Down

- a) Successful candidates who are up to two levels above the awarded posting will be paid the simple average of the employee’s former rate and the awarded posting rate.
- b) Successful candidates who are more than two levels above the awarded posting would be paid as though they were only two levels above the posted position.
- c) The provisions of Article 11.12 would apply.

5.04 Length of Time Between Postings

The Employer shall not be required to accept a job posting application unless the employee has completed the minimum time in his present classification as per the provisions of 5.07 of this

Letter of Agreement.

5.05 Probationary Employees

Probationary employees will not normally be allowed to apply for posted positions.

5.06 Production Worker and Partial 1 Positions

Production Worker and Partial 1 positions will not be posted.

5.07 **Minimum Time Requirements for Posting**

The chart below sets out the minimum time an employee must be in a level or partial level prior to applying to a posting.

Minimum Time in Level	Production Worker	Level 1	Level 2	Level 3	Level 4	Level 5
Months	5	6	9	12	15	18

DATED at Abbotsford, British Columbia, this _____ day
of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

LETTER OF AGREEMENT #2

Between:

DYNAMIC WINDOWS AND DOORS INC.
(hereinafter referred to as “the Employer”)

and:

UNITED STEELWORKERS, LOCAL 2952
(hereinafter referred to as “the Union”)

Re: First Aid Attendants

This letter shall be read in conjunction with the Collective Agreement in force between the parties.

1. The Employer shall designate at least one (1) First Aid Attendant per shift.
2. The Employer shall compensate designated First Aid Attendants as follows:
 - a) Premium – fifty cents (\$0.50) per hour for Occupational First Aid Level I; or one dollar (\$1.00) per hour for Occupational First Aid Level II;
 - b) Reimbursement for all required OFA Level I or Level II training course costs; ;
 - c) Wage replacement for all work hours missed because of said training courses up to a maximum of forty-eight (48) hours at straight time without premiums, or a three hundred dollar (\$300.00) bonus when no work hours are missed.
3. The Employer is not required to compensate employees, as per article 2 above, for any training courses not successfully completed. Proof of course completion is required.
4. Where the employee does not maintain one (1) continuous year of

employment after the successful completion of required training, the employee will be required to repay the prorated amount of reimbursement in 2(b) and (c) above.

5. Proof of attendance will be required in order to receive the wage replacement in 2(c) above.
6. The Employer may designate back-up First Aid Attendants. They shall be entitled to all the compensation as per 2 above, with the exception that the premium in 2(a) will only be paid on shifts where the designated First Aid Attendant is not present.

DATED at Abbotsford, British Columbia, this _____ day of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

LETTER OF AGREEMENT #3

Between

DYNAMIC WINDOWS AND DOORS INC.
(hereinafter referred to as the Employer)

and

UNITED STEELWORKERS, LOCAL 2952
(hereinafter referred to as the Union)

Re: Maintenance, Shipping, Service Managers; and CNC Programmer

This letter shall be read in conjunction with the Collective Agreement in force between the parties at this date.

1. The Employer may designate Maintenance, Shipping, Service Managers; and a CNC Programmer

2. The Union will recognize that the Maintenance, Shipping, Service Managers; and CNC Programmer may perform job functions as detailed in the collective agreement job classification system.

DATED at Abbotsford, British Columbia, this _____ day of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

_____	_____	_____
_____	_____	_____
_____	_____	_____

LETTER OF AGREEMENT #4

Between

DYNAMIC WINDOWS AND DOORS INC.
(hereinafter referred to as the Employer)

and

UNITED STEELWORKERS, LOCAL 2952
(hereinafter referred to as the Union)

Pursuant to Articles 2.03 and 3.01 (b) of the Collective Agreement, the parties have agreed to the following terms:

The Employer has indicated its intent to create a limited number of opportunities (one or two) for persons with special needs to find employment in adapted work roles.

The Union shall be advised of any such positions before they are initiated

Any such positions shall be deemed outside the bargaining unit. These persons shall not be required to remit union initiation fees, membership dues, or payments in lieu thereof, nor shall they be covered by the terms of the collective agreement.

This agreement is based on a particular situation and does not constitute an interpretation of Article 2.02.

DATED at Abbotsford, British Columbia, this _____ day of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

LETTER OF AGREEMENT #5

Between

DYNAMIC WINDOWS AND DOORS INC.
(hereinafter referred to as the Employer)

and

UNITED STEELWORKERS, LOCAL 2952
(hereinafter referred to as the Union)

Re: Casual Workers

The company may hire Casual (Temporary) Workers for periods with exceptional production requirements, and not to exceed a 6 month duration. These employees will be given notification at hiring of their Casual employment status and that the expectation is to terminate their employment within 6 months of their initial hire.

Since Dynamics probationary period is for 6 months, all Casual labor will remain in probationary status throughout their Casual employment.

- Casuals will form part of the collective agreement be members of the USW.
- Casuals will be employed to enhance the workforce and will not replace any full time positions within the bargaining unit.
- Casuals will have a separate seniority list maintained.
- Re-hired Casuals in consecutive years will accumulate seniority.
- Casuals will be paid for any work performed as per the collective agreement.
- Casuals will not be guaranteed hours of work.

- Casuals will be laid off prior to any Full Time employees.
- No Casual will be eligible for Overtime unless all FT employees have been asked.
- Casuals will be given preferential consideration for hiring of FT employment.
- Should a Casual become a FT employee, all hours worked, as a Casual employee will be used towards their probation period.

DATED at Abbotsford, British Columbia, this _____ day of _____, 2008.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2952**

CLASSIFICATIONS – SHOP WIDE

Production Worker Job Description (6 mths)

Clean-up of Glass	Lumber hand stacking/sorting
Putty	Hog feeding
Patinaing	Tailing
Loading & Unloading carts	Swamping
Glazing tape application	Touch-up filling
Sealed Unit setting & blocking	Masking of Glass & Hardware
Placing and nailing of stops	General clean-up
Sanding	Pulling and moving material
Weather stripping	
May 1, 2009	\$12.53
May 1, 2010	\$12.53
May 1, 2011	\$12.53
May 1, 2012	\$12.53
May 1, 2013	\$12.53

Level 1 Job Description (6 mths)

<p>Basic understanding of departmental paper work and S.O.P. manual</p> <p>Cutting, machining and grading of standard wood species with over run's, smaller components, shorter length's</p> <p style="padding-left: 40px;">Machine Cleaning</p> <p style="padding-left: 40px;">Inline moister reading</p> <p style="padding-left: 40px;">Basic forklift operation (certified)</p> <p style="padding-left: 40px;">Hand held moisture reading</p> <p style="padding-left: 40px;">Assist in bending and blocking of curved components</p> <p style="padding-left: 40px;">Size setup and operation of table saw, planner and jointer</p> <p style="padding-left: 40px;">Operating preset moulder</p> <p style="padding-left: 40px;">Operation of preset hot and cold presses</p> <p style="padding-left: 40px;">Assembly of rectangular window/door, sash, screens and frames</p> <p style="padding-left: 40px;">Window/door hardware and weather strip application</p> <p style="padding-left: 40px;">Installation of fixed sash/door into completed frames</p> <p style="padding-left: 40px;">Application of basic interior and exterior trim</p> <p style="padding-left: 40px;">Cutting & assembly of rectangular aluminum screen frames</p> <p style="padding-left: 40px;">Installation of vinyl screen mesh</p> <p style="padding-left: 40px;">Loading & securing of windows</p>	<p style="text-align: center;">Simple crating</p> <p style="padding-left: 40px;">Assist loading and unloading of machine bed</p> <p style="padding-left: 40px;">Safety issues operating the router</p> <p style="padding-left: 40px;">Operation of preset Balestrini equipment</p> <p style="padding-left: 40px;">Calibration of cut off saw</p> <p style="padding-left: 40px;">Thickness adjustment and operation of pre set denibber and drum sander</p> <p style="padding-left: 40px;">Assembly of tdl grids</p> <p style="padding-left: 40px;">Repair of paint grade parts by making and using lamello's</p> <p style="padding-left: 40px;">Priming, painting and permalac with preset equipment</p> <p style="padding-left: 40px;">Dipping of oil rub bronze components</p> <p style="padding-left: 40px;">Sand blasting of brass components</p> <p style="padding-left: 40px;">Glass & bar assembly for sealed units</p> <p style="padding-left: 40px;">Argoning of sealed units</p> <p style="padding-left: 40px;">PIB application</p> <p style="padding-left: 40px;">Cutting beading for rectangular lite units</p> <p style="padding-left: 40px;">Edgetech application</p> <p style="padding-left: 40px;">Nailing off of beading stops</p>
May 1, 2009	\$14.11
May 1, 2010	\$14.47
May 1, 2011	\$14.83
May 1, 2012	\$15.20
May 1, 2013	\$15.58

Level 2 Job Description (9 mths)

<p>Cutting ,machining and grading of standard wood species with little to no over run's, larger components, longer length's</p> <p>Cutting, machining and grading of exotic species with over run's, smaller components, shorter length's</p> <p style="text-align: center;">Basic Servicing of equipment</p> <p style="text-align: center;">Setup and operation of an in-line moister meter</p> <p>Set up and operation of multi-rip and chop line including saw blade re-placements</p> <p style="text-align: center;">Standard bending and gluing of block up</p> <p style="text-align: center;">Operation of pre-set Re-Saw</p> <p style="text-align: center;">Veneer and frame saw operation</p> <p style="text-align: center;">Knife and blade re-placements</p> <p>Laminating and veneering on hot & cold presses</p> <p style="text-align: center;">Basic shaper operation</p> <p style="text-align: center;">Setup of moulder with preset heads</p> <p style="text-align: center;">Material quality control</p> <p style="text-align: center;">Touch up and changing of insert straight knives</p> <p style="text-align: center;">Machine for hardware with router</p> <p>Cutting and assembly of non-rectangular window/doors, sash, screens, frames and trim</p> <p style="text-align: center;">Application of interior & exterior multiple layer trims</p> <p style="text-align: center;">Banking of horizontal or stacked units</p> <p>Installation of hinged door/sash into completed frames</p> <p style="text-align: center;">Cutting, machining and assembly of door sills</p> <p style="text-align: center;">Assembly of plant on units</p> <p>Cutting & assembly of aluminum patio door screens</p> <p style="text-align: center;">Installation of brass screen mesh</p> <p style="text-align: center;">Backside welding of brass and aluminum frames</p>	<p style="text-align: center;">Customer relations</p> <p style="text-align: center;">Ensure products are correctly loaded and accounted for</p> <p>Junior/back-up driver Requirements: Satisfactory driving history, class 5 with air license, must be able to drive in US and Canada</p> <p style="text-align: center;">Setup of the machine bed including clamps and suction pads</p> <p style="text-align: center;">Execution of files generated from production software</p> <p style="text-align: center;">Basic editing of a downloaded program</p> <p style="text-align: center;">Introduction of straight tools and drill bits in tool Library</p> <p style="text-align: center;">Set-up of Balestrini for multiple angle and sizes</p> <p style="text-align: center;">Cutting of brass & aluminum extrusions</p> <p>Coping, drilling, half lapping of window and door components on KSF2, KF2 & FDE with pre-set machines and pre-programmed files</p> <p style="text-align: center;">Thickness adjustment and operation of preset DMC fine sand</p> <p style="text-align: center;">Denibber operation and programming of recipes</p> <p style="text-align: center;">Repair of stain grade parts by making and using lamello's</p> <p style="text-align: center;">Setup of spray equipment for priming and painting</p> <p style="text-align: center;">Supervised application of stains with with preset equipment</p> <p style="text-align: center;">Sand blast of wood components</p> <p style="text-align: center;">Basic annealed glass cutting both hand and CNC</p> <p style="text-align: center;">Assembly of Rect zinc grid with glass</p> <p>Application of lead tape overlay, straight line to provided glass pattern</p> <p style="text-align: center;">Sealing units with hot melt and silicone</p> <p style="text-align: center;">Rect muntin bar fabrication and assembly for sealed units (SDL)</p> <p style="text-align: center;">Non-rect & curved spacer bar cutting & assembly</p> <p style="text-align: center;">Placing of wood SDL bars</p> <p style="text-align: center;">Cutting & placing of beading on non-rect units</p>
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May 1, 2009	\$15.42
May 1, 2010	\$15.80
May 1, 2011	\$16.20
May 1, 2012	\$16.60
May 1, 2013	\$17.02

Level 3 Job Description (12 mths)

<p>Thorough understanding of departmental paperwork and S.O.P manual</p> <p>Advanced forklift operation, warehousing materials</p> <p>Tally and moisture testing of incoming materials</p> <p>Cutting, machining & sorting of exotic species with little to no over run's, larger component, longer length's</p> <p>Re-saw set up and blade replacement</p> <p>Frame Saw Rack setup/installation</p> <p>Shaper setup and operation</p> <p>Setup of molder with custom profiles</p> <p>Placement and set-up of high speed steel and insert knives in heads</p> <p>Sharpening of existing profiles</p> <p>Editing straight and curved line programming</p> <p>Execution of an existing basic program and entry of parametric information</p> <p>Tracking, testing and changing of the tooling and inserts</p> <p>Introduction of profile cutters into tool Library</p> <p>Setup of tooling & inserts</p> <p>Setting up of KSF2, KF2, FDE for coping, drilling, half lapping of window and door components with basic programming</p> <p>DMC fine sand operation and changing of sanding belts & pads</p> <p>Changing of Balestrini head sets and tooling</p>	<p>Full Knowledge of all window and door components</p> <p>Setup spray equipment for staining</p> <p>Mixing of established stain/paint colors</p> <p>Straight line sandblasting for art glass</p> <p>Pattern layout for art glass and lead overlay</p> <p>Shaped annealed and laminated glass cutting both hand and CNC</p> <p>Arch top zinc grid pattern fabrication and assembly</p> <p>Arch top muntin/spacer bar fabrication and assembly for sealed units</p> <p>Curved face unit glazing</p> <p>Silicone butt glazing of corner units</p> <p>Hardware preparation and manufacturing of jigs</p> <p>Banking of non-rectangular units complete with trim application</p> <p>Face welding/brazing and finishing of brass and aluminum frames</p> <p>Layout including bending and complete assembly of complex shaped aluminum</p> <p>Large product crating</p> <p>Execution of minor onsite service issues</p> <p>Primary delivery driver</p> <p>Assembly and fabrication of T-bar frame units</p>
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May 1, 2009	\$17.33
May 1, 2010	\$17.77
May 1, 2011	\$18.21
May 1, 2012	\$18.67
May 1, 2013	\$19.13

REMAN

Reman 4 (15 mths)	Reman 5 (18mths)
<p>Optimum setup and operation of all machines, tooling and software for employee safety, safe machinery operation, optimum productivity, training, and quality</p> <p>Training and supervision of all manufacturing procedures and equipment operation</p> <p style="text-align: center;">Calibration of in line moister meter</p> <p style="text-align: center;">Advanced machine Service</p> <p style="text-align: center;">Advanced shaper set up and operation</p> <p>Setup of molder for untried custom profiles with exotic wood species, no over runs, larger components, longer lengths</p> <p style="text-align: center;">Template making and grinding of new profiles</p>	<p style="text-align: center;">Area organization and cleanliness to achieve optimum productivity, quality and safety</p> <p style="text-align: center;">Troubleshooting machines, tooling and software programs, thereby providing ongoing efficient productivity</p> <p style="text-align: center;">Area advanced utilization of materials</p> <p style="text-align: center;">Design of machine layout and tooling for machining complex components to maximize safety, quality and productivity</p>

May 1, 2009	\$19.29	\$20.57
May 1, 2010	\$19.77	\$21.09
May 1, 2011	\$20.27	\$21.61
May 1, 2012	\$20.88	\$22.26
May 1, 2013	\$21.50	\$22.93

MACHINING

Machining 4 (15 mths)	Machining 5 (18mths)
<p>Optimum setup and operation of all machines, tooling and software for employee safety, safe machinery operation, optimum productivity, training, and quality</p> <p style="text-align: center;">Advanced shaper setup and operation</p> <p>Advanced set up of drum sander & denibber, tracking of brushes and belts</p> <p style="text-align: center;">Set up and programming of FDE & KF2, KSF2 for complex arch top windows & doors</p> <p style="text-align: center;">Half lapping of diamond tdl on half lapping machine</p> <p style="text-align: center;">Creating straight and curved line programming and editing complex curved component programs</p>	<p style="text-align: center;">Area organization and cleanliness to achieve optimum productivity, quality and safety</p> <p style="text-align: center;">Troubleshooting machines, tooling and software programs, thereby providing ongoing efficient productivity</p> <p style="text-align: center;">Design and development of jigs necessary to manufacture complex components</p>

May 1, 2009	\$19.29		\$20.57
May 1, 2010	\$19.77		\$21.09
May 1, 2011	\$20.27		\$21.61
May 1, 2012	\$20.88		\$22.26
May 1, 2013	\$21.50		\$22.93

PRE-ASSEMBLY

Pre-Assembly 4 (15 mths)	Pre-Assembly 5 (18mths)
<p>Optimum setup and operation of all machines, tooling and software for employee safety, safe machinery operation, optimum productivity, training, and quality</p> <p>Repairing damaged stained products with blending, filling and graining</p> <p>Mixing of new stain colors and application techniques</p> <p>Mixing of new patina colors and application techniques</p> <p>Intricate shaped pattern layout cutting and assembly of art glass</p> <p>Curved faced muntin/spacer bar fabrication and assembly for sealed units</p>	<p>Area organization and cleanliness to achieve optimum productivity, quality and safety</p> <p>Proficient set up and operation of all machinery and tooling for training and safety</p>

May 1, 2009	\$19.29	\$20.57
May 1, 2010	\$19.77	\$21.09
May 1, 2011	\$20.27	\$21.61
May 1, 2012	\$20.88	\$22.26
May 1, 2013	\$21.50	\$22.93

ASSEMBLY

Assembly 4 (15 mths)	Assembly 5 (18mths)
Optimum setup and operation of all machines, tooling and software for employee safety, safe machinery operation, optimum productivity, training, and quality	Area organization and cleanliness to achieve optimum productivity, quality and safety
Layout, fabrication and assembly of curved head and sill detailed bow windows	Supervision of samples, R&D units and custom product fabrication
Bending, welding, brazing/finishing of curved brass and aluminum frames	Major onsite service issues
Thorough knowledge and application of all window hardware	Handling customer complaints on site
Thorough knowledge and application of all door hardware	Development of new machining techniques & procedures for complex window and door designs
Fabrication and assembly of complex untried Arch top units	Training and supervision of all manufacturing techniques
Supervision of all product loading ensuring employee safety, safe product handling, product securing, loading efficiency, and accountability of all product loaded	Organizing, pulling, delivery, receiving, and inventory control of hardware and tooling
Advanced shaper setup and operation	
Fabrication and assembly of compound curved components	

May 1, 2009	\$19.29	\$20.57
May 1, 2010	\$19.77	\$21.09
May 1, 2011	\$20.27	\$21.61
May 1, 2012	\$20.88	\$22.26
May 1, 2013	\$21.50	\$22.93