

**COLLECTIVE AGREEMENT**

**between**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL  
AND SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 2952)**

**and**

**TRISTAR INDUSTRIES LTD.**

**Term of Agreement - July 1, 2008 - June 30, 2010**

Errors and Omissions Excepted  
cope-343

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## COLLECTIVE AGREEMENT

**BETWEEN:** TRISTAR INDUSTRIES LTD.

(hereinafter referred to as "the Company")

**AND:** UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 2952)

(hereinafter referred to as "the Union")

### DATE AND REFERENCE

#### **WITNESSETH:**

**WHEREAS** it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

### ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02** Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

### ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01** The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company at and from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

### ARTICLE 3 - MANAGEMENT

- 3.01** Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

## **ARTICLE 4 - UNION SECURITY PROVISIONS**

### **4.01 Membership**

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:

- a) 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 at the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- c) 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 4.01 (a).

### **4.02 Check-Off: Process and Procedures**

- 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, 34223  
Vancouver, B.C. 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 Union 2952  
Attention: Financial Secretary at fax number 604-513-1851, and
  - (ii) UNITED STEELWORKERS, Servicing Staff Office  
Attention: Staff Rep at fax number 604-513-1851
- 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.

## **ARTICLE 5 - HOURS OF WORK**

- 5.01** a) **DAY SHIFT** The standard work day will consist of eight (8) hours worked between 6:00 a.m. and 2:00 p.m. with two (2) paid fifteen (15) minute breaks.
- b) **REGULAR WEEK** Five shifts, Monday to Friday inclusive, will constitute a regular week's work for 5.01 a) above.
- c) **AFTERNOON SHIFT** Where a second shift is employed, the hours of work will be ten (10) worked between 2:00 p.m. and 12 midnight, plus a premium of one dollar and sixty-eight cents (\$1.68) per hour. There will be one thirty (30) minute paid break and one fifteen (15) minute paid break. Afternoon shifts starting at 6:00 p.m. will receive the nightshift premium for all hours worked.
- d) **REGULAR WEEK** Four shifts, Monday to Thursday, will constitute a regular week's work for 5.01 c) above.
- 5.02** a) **DAY SHIFT** The standard work day will consist of eight (8) hours worked between 6:00 a.m. and 2:00 p.m. with two (2) paid fifteen (15) minute breaks.
- b) **AFTERNOON SHIFT** Where a second shift is employed, the hours of work will be eight (8) hours worked between 2:00 p.m. and 10:00 p.m., plus a premium of one dollar and sixty-eight cents (\$1.68) per hour. There will be one (1) thirty (30) minute paid break. Afternoon shifts starting at 6:00 p.m. will receive the nightshift premium for all hours worked.
- c) **NIGHT SHIFT** Where a third shift is employed, the hours of work will be eight (8) hours worked between 10:00 p.m. and 6:00 a.m., plus a premium of two dollars and eighty cents (\$2.80) per hour. There will be one (1) thirty (30) minute paid break.
- d) **REGULAR WEEK** Five shifts, Monday to Friday, will constitute a regular week's work for 5.02 a) b) and c) above.
- 5.03** a) **DAY SHIFT** The standard work day will consist of ten (10) hours worked between 6:00 a.m. and 4:00 p.m. with one thirty (30) minute paid break and one fifteen (15) minute paid break.
- b) **REGULAR WEEK** Four shifts, Monday to Thursday inclusive, will constitute a regular week's work for 5.03 a) above.
- c) **WEEKEND DAY SHIFT** The standard work day will consist of twelve (12) hours worked between 6:00 a.m. and 6:00 p.m. There will be one paid fifteen (15) minute break and one thirty (30) minute paid break.
- d) **REGULAR WEEK** Three shifts, Friday to Sunday inclusive, will constitute a regular week's work on day shift. Employees working a regular week shall be paid forty (40) hours at their regular rate of pay for the thirty-six (36) hours worked, plus a premium of \$1.00 for each hour worked. Overtime rates will be paid at time and one-half (1.5x) the employee's basic wage for hours worked in addition to thirty-six (36) hours, up to forty-eight (48) hours. Double time (2x) the employee's basic wage for any time over forty-eight (48) hours.

Article 5.05, double time (2x) for work on Sunday will not apply to employees who work for 5.03 c) above.

**5.04 CHANGE OF START AND STOP TIMES** By mutual agreement between the Employer and the Union Plant Committee the regular starting and stopping times of standard work shifts may be changed.

**5.05 WORK PERFORMED ON SUNDAY AND PLANT HOLIDAYS**

- a) Double rate will be paid for work performed on:
  - Sundays
  - on Plant Holidays as listed in Article 6

**5.06 OVERTIME**

- a) **OVERTIME - DAILY** The first three (3) hours of overtime worked each day shall be paid at the rate of one and one half ( 1/1/2) times the classified rate. All overtime in excess of three (3) hours each day shall be paid at the rate of doubletime (2x) the classified rate.
- b) **OVERTIME - WEEKLY**
  - i) Time and one half (1 1/2) will be paid for work performed over forty (40) hours in a week and;
  - ii) Doubletime (2x) the employee's wage for any time over forty-eight (48) hours.
- c) **OVERTIME - VOLUNTARY** The Parties are agreed that all overtime will be voluntary.
- d) **OVERTIME MEAL** Employees requested to work more than three (3) hours overtime after completion of their regular shift, will be given one-half (1/2) hour on Employer time to eat their lunch and will be fourteen dollars and fifty cents (\$14.50) meal money.
- e) **OVERTIME DISTRIBUTION** Overtime will be distributed equitably among the employees in a particular job classification and work centre, who have signified voluntarily that they will work overtime. The Employer will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification and work centre, except when there are no employees in that job classification and work centre available to do the work.
- f) **OVERTIME - WHERE SHIFT PREMIUM PAID** If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

**5.07 BANKING OF OVERTIME** In lieu of the overtime provisions of Article 5 of the Collective Agreement, employees may choose to bank overtime hours to be taken as paid time off at a future date.

Employees choosing to bank their overtime must advise the Employer of their decision in advance of working the overtime.

Employees may bank up to forty (40) hours of paid time off which may be taken at a mutually agreed upon time between the Employer and the Employee in blocks of not less than eight (8) hours. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such mutual agreement is not made, all banked time not taken by December 1 of the calendar year in which it is accumulated will be paid out by December 15 of such year at overtime rates under this Agreement.

Employees may bank an additional eighty (80) hours for payout purposes only.

**5.08 REST BETWEEN SHIFTS** Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

The above will not apply where the shorter second shift hours do not allow eight (8) hours between shifts.

**5.09 HOURS BEFORE AND BEYOND REGULAR SHIFTS** Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at one and one-half times (1 1/2x) rate for time worked, except when other arrangements are made by mutual agreement between the Employer and the Union Plant Committee.

**5.10 LUNCH PERIOD** The mid-shift lunch period will be mutually arranged between the Employer and the Union Grievance Committee.

**5.11** There shall be one (1) paid five (5) minute work station clean-up period prior to the end of each shift.

**5.12 EMPLOYEE CHANGE OF SHIFTS** If an employee is required to change shift more than once in a calendar week he will be paid at double rate for the balance of the week, unless the second change is to return to his original shift.

**5.13 SHIFT CHANGE** Shift changes, listing individuals, will be posted eight (8) hours in advance.

**5.14 GUARANTEED DAY** Subject to the exceptions set forth in this Section and in Section 5.14, any employee reporting for work at the start of the employees' shift, will be guaranteed eight (8) or ten (10) or twelve (12) hours work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

The provisions of this Section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Employer, or if the employee:

- 1 Voluntarily quits.
- 2 Was previously instructed not to report. In such event or circumstance the employee will then only be paid for the actual time he worked.
- 3 Does not work a full shift at his own request.
- 4 Reports for work on a shift for which he was not scheduled.

**5.15 CALL TIME** Employees recalled to work after leaving the premises of the Employer, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of three (3) hours at double rate, i.e., six (6) hours at straight time rate.

**ARTICLE 6 - PLANT HOLIDAYS**

**6.01** All employees covered by this Agreement will receive a standard workday's pay at their regular straight time rates as per section(s) 5.01, 5.02 or 5.03 for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | 7. B.C. Day         |
| 2. Heritage Day*    | 8. Labour Day       |
| 3. Good Friday      | 9. Thanksgiving Day |
| 4. Easter Monday    | 10. Remembrance Day |
| 5. Queen's Birthday | 11. Christmas Day   |
| 6. Canada Day       | 12. Boxing Day      |

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

\*In lieu of Heritage Day, employees shall be entitled to a personal floating holiday by mutual agreement between the employer and employee.

**6.02** When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

**6.03** Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the vacation period.

**6.04** In order to qualify for pay for the above Plant Holidays the employee must have completed thirty (30) calendar days employment with the Company.

**6.05** Disciplinary action may be taken in instances where employees fail to work the day before or the day after a Plant Holiday except where permission was previously obtained or the employee had a justifiable reason for being absent.

**6.06** An employee required to work on any of the above-named holidays shall be entitled to receive pay at doubletime (2x) his basic rate for all hours worked, in addition to his holiday pay.

**6.07** Employees not actively employed because of:

- Lay-off
- Unpaid leave of absence
- Illness ) and not eligible for W.C.B.  
                  ) payments for the involved
- Injury ) Plant Holiday(s)

and who work some time within the fourteen (14) day period prior to, or the fourteen (14) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday(s).

**ARTICLE 7 - VACATIONS WITH PAY**

7.01 a) Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4 1/2%
1 year but less than 3 years	2 weeks	4 1/2% or 2 weeks*
3 years but less than 8 years	3 weeks	6 1/2% or 3 weeks*
8 years less than 15 years	4 weeks	8 1/2% or 4 weeks*
15 years but less than 20 years	5 weeks	10 1/2% or 5 weeks*
20 years and over	6 weeks	12 1/2% or 6 weeks*

- b) \*pay at employee's current classified rate if it is greater at December 31<sup>st</sup> of each year.
- c) An employee working less than 1040 hours per vacation year (January 1<sup>st</sup> to December 31<sup>st</sup>) will be paid on a percentage of earnings basis.
- d) Vacation pay shall be calculated on a percentage basis and paid on each regular pay cheque for all employees.

7.02 **VACATION ALLOTMENT - SICKNESS-INJURY-LAY OFF** Authorized leave of absence for sickness or accident or other causes acceptable to the Employer, excluding lay off beyond two (2) months, shall not effect the employee's right in respect to vacations with pay. Employees who do not work for the Employer during a vacation year will not receive any vacation pay but will still be entitled to the time off if they so request.

7.03 **CUT-OFF-DATE** Employees vacation years will be adjusted to their anniversary date.

7.04 **VACATION PERIOD** Vacations request will be submitted by January 15th. Vacations will be scheduled by January 31st of each year for the vacation period of January 1st to December 31st. Employees will have preference of vacation periods in accordance with their seniority, to the extent that they will not unduly interfere with production schedules.

It is further agreed that after ratification of this agreement that the union has the right to vote the crew as to whether the vacation pay will continue to be paid every pay cheque or to be changed to when employee's take their vacation and any surplus would then be paid once per year at the end of the company's fiscal year.

**ARTICLE 8 - SENIORITY**

- a) **SENIORITY PRINCIPLE** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his length of service with the Company, and his ability to efficiently fulfill the job requirements.
- b) All promotions, transfers, filling of vacancies, lay-offs, shifts, termination's, and re-hiring after lay-offs or termination will be done strictly in accordance with the principles set forth in 8.01 (a).

- c) **PROBATIONARY PERIOD** Seniority of each employee covered by this Agreement will be established after a probationary period of three hundred and sixty (360) hours worked which may be accumulated over a period of six (6) months.

**8.02 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:**

- a) occupational injury.
- b) absence from employment while serving in the non-permanent armed forces of Canada.
- c) absence due to illness or non-occupational injury.
- d) jury duty, Union gatherings and collective bargaining negotiations.
- e) authorized leave of absence.
- f) lay-off for the following periods, after which an employee's seniority will terminate:
  - 1. Less than 12 months seniority - 6 months
  - 2. Over 12 and less than 60 months seniority - 12 months
  - 3. Over 60 months seniority - 24 months

**8.03 SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:**

- a) voluntarily quits the employ of the Company.
- b) over-stays authorized leave of absence except by reasons of force majeure.
- c) is discharged and not reinstated under the terms of this Agreement.
- d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.
- e) is still on lay-off and the seniority retention period has elapsed as described in 8.02 (f).
- f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

**8.04 RECALL PROCEDURE** Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union committeeman.

It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number.

**8.05 a) SENIORITY LISTS** The Company will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- 1. employee's name and clock number

2. employee's starting date
3. employee's regular classification and regular rate of pay
4. probationary employees will also be shown on the list.

b) **SENIORITY LISTS - ADDITIONAL** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

**8.06** a) In the event legislation governing lay-offs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.

b) Severance pay shall include pay in lieu of notice of lay-off.

## **ARTICLE 9 - SAFETY & HEALTH**

### **9.01 SAFETY AND HEALTH - RESPONSIBILITY**

a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.

b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

**9.02 OCCUPATIONAL HEALTH & SAFETY COMMITTEE** The Employer and the Union will maintain an Occupational Health & Safety Committee consisting of three (3) members (one (1) from each Bay), elected or appointed by the Union, and three (3) members appointed by the Employer and hold meetings not less frequently than once a month. Minutes of such meetings will be posted on the notice board.

**9.03 HOUSEKEEPING AND SANITATION** All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

**9.04 WASHROOM, LUNCHROOM** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap, and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

**9.05 INJURED EMPLOYEE - REPORTING PROCEDURE** Any employee suffering an injury while in the employ of the Company (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible, and also report to this Department (Attendant) on returning to work.

**9.06 INJURED EMPLOYEE - TRANSPORTATION** Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

**9.07 INJURED EMPLOYEE - DAILY EARNINGS** If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.

- 9.08 EMPLOYEES WORKING ALONE** Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.
- 9.09 DUTIES OF THE OCCUPATIONAL HEALTH & SAFETY COMMITTEE** The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the Industrial Health and Safety Regulations Act of British Columbia, and:
- a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.
  - b) To investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations will include accidents which might have caused an injury to workman, whether or not such injury occurred.
  - c) To hold regular meetings (monthly if requested by the Employer or Union Safety Committee) for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- 9.10 PROTECTIVE CLOTHING** The Employer will supply, at no cost to the Employee, all protective clothing and other devices deemed necessary to protect Employees from injuries arising from their employment with the Employer.
- 9.11 MEETINGS AND TOURS** All safety meetings and tours of the plant will take place during working hours.
- 9.12 SAFETY AND HYGIENE** The Employer and the Union agree to promote safety and hygiene in the plant to follow procedures as outlined in Provincial Legislation. A Union selected representative of the Occupational Health & Safety Committee will accompany Employer Managers on a monthly tour of inspection.
- 9.13 REFUSAL OF DANGEROUS WORK** An Employee may refuse to do any particular act or series of acts at work which he or she has reasonable grounds to believe are dangerous to his or her health or safety, or the health and safety of any other person at the place of employment, until sufficient steps have been taken to satisfy the Employee otherwise, or until the Occupational Health & Safety Committee or the Workers' Compensation Board has investigated the matter, and advised the Employee otherwise.
- 9.14 SAFETY BOOT ALLOWANCES** Employees will be reimbursed once each calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>), upon presentation of a required receipt, for their purchase of CSA approved Safety Boots, up to a maximum of one hundred and forty dollars (\$140.00) starting January 1, 2009 and up to a maximum of one hundred and forty five dollars (\$145.00) starting January 1, 2010. For greater certainty the Company notes that: Reimbursement for CSA approved Safety Boots will not be reported, by the Company, as a taxable benefit on the Employees' "T4. slip"
- 9.15 COVERALLS** The Company will provide a coverall service for employees. The Company will subsidize this service at the rate of one hundred percent (100%) of the cost of one pair per week per employee. Employees are responsible for lost coveralls.
- 9.16 SAFETY GLASSES AND PRESCRIPTION SAFETY GLASSES** The Company will provide safety glasses for those who require them. Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of prescription safety glasses up to a maximum of one hundred sixty dollars (\$160.00) per year for single focal and will pay up to a maximum of two hundred and seventy-five dollars (\$275.00) for the cost of other lens types. Company will pay when receipt is presented.

## **ARTICLE 10 - GENERAL PROVISIONS**

- 10.01 CONSULTATION WITH UNION - PRIOR TO CERTAIN CHANGES** The Company agrees to consult with the Shop Steward or Grievance Committeeman if available on the premises prior to discharging, laying-off, transferring, promoting or demoting any employee.
- 10.02 BULLETIN BOARDS** The Union will have the exclusive use of 1 Bulletin Boards on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards of the plant.
- 10.03 NOTICES - BETWEEN COMPANY AND UNION** Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its registered address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.
- 10.04 UNION ACCESS TO PLANT** Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.
- 10.05 BEREAVEMENT PAY**
- a) Employees will be granted three (3) days leave of absence with pay in case of a death in the immediate family. "Immediate family" shall mean spouse, parents, grandparents, children, brothers, sisters, mother-in-law and father-in-law, brother-in-law and sister-in-law.
  - b) Bereavement Pay will be paid up to four (4) hours to attend funeral of "Great Grandparent, Great Grandchild, Aunt, Uncle, First Cousin, Nephew, Niece (Blood Relations of Employee, not through marriage).
- 10.06 APPENDICES** The attached Appendices (individual company provisions) are a part of this Collective Agreement and the Parties are bound by their terms.
- 10.07 JURY & WITNESS DUTY** An employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance, the Employee shall reimburse the Employer to the full amount of the jury pay or witness fees received by the Employee. For purposes of this clause, all employees shall be considered as being on day shift.
- 10.08 INSTRUCTION PROCEDURE** Employees will take orders from the Plant Manager, or Plant Superintendent, only when the employees' immediate Foreman or Charge hand is not readily available.
- 10.09 FOREMEN AND CHARGE HANDS IDENTIFICATION** The names of all Foremen and Charge hands, setting forth their official status will be posted on the Company's Bulletin Board(s).
- 10.10 LAYOFF NOTICE** In cases of lay-off, the Company will give as much notice as possible but the employee affected shall be given at least eight (8) hours notice in advance of date of layoff or pay in lieu of notice.
- 10.11 UNION APPOINTEES - IDENTIFICATION** The Union will maintain with the Company a current list of the names of Shop Stewards, Committeemen and Staff Representative.

**10.12 UNION COMMITTEES** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

**10.13 NOTICE OF VACANCY** When additional employees are required, the union hall will be notified. It is agreed that the Union may refer suitable applicants for employment to the Company.

**10.14 HUMAN RIGHTS** The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, including sexual and racial harassment and threats of physical violence. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee.

In any arbitration case arising out of this Article, where an arbitrator finds that harassment has occurred, the arbitrator may impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other employees. The arbitrator may direct a transfer or reassignment of the perpetrator to another location or shift assignment without regard to their seniority.

**10.15 UNION REPRESENTATION**

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- c) The Employer will be notified by the Union of the names of the Shop Steward, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) Employees plus the Unit President.
- e) When the legitimate business of a Unit President, Grievance Committee Member, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- f) The Employer agrees that Unit President, Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business.

**10.16 NEGOTIATING COMMITTEE**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work with loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

**10.17 PICKET LINE** No Employee shall be required to cross a legal picket line which has been recognized by the Union.

#### **10.18 SEVERANCE PAY**

- a) Employees on the seniority list, who have two (2) or more years of service with the Employer, who are terminated because of plant closure or relocation, shall be entitled to severance pay of one (1) weeks' pay for each completed year of service to a maximum of twelve (12) weeks.
- b) This Article does not apply to a normal layoff or when an employee retires, resigns, or is discharged for cause.

#### **10.19 JOINT LABOUR MANAGEMENT COMMITTEE**

The Employer and Bargaining Unit mutually agree to constitute a Joint Labour Management Committee. The Committee will consist of two (2) Union Representatives and two (2) Representatives of the Employer. The Union Committee will be elected or appointed from the Bargaining Unit.

The Joint Labour Management Committee shall meet at least bi-monthly or upon request of either party.

Subject matter will include, but is not limited to:

- 1. Policy/Rules
- 2. Workloads
- 3. Employee Assistance
- 4. Productivity
- 5. Quality Improvement

**10.20 TOOLS** Employees required to use their own tools in the course of their employment will provide a tool list to their supervisor, and update it as changes occur. The Company will pay the full cost of broken or stolen tools from an employee's tool list, provided reasonable care and security is taken to prevent damage or loss.

#### **10.21 a) Personnel Records**

- (i) One personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
  - (ii) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.
  - (iii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.
- b) **Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employer's personnel file.
  - c) **Union Access to Employee Personnel File** A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

d) **Discipline**

- (i) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.
- (ii) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee.
- (iii) The Employee, the Shop Steward or grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.

e) **Relief**

All written warnings, reprimands and suspensions shall be rescinded, and removed from the Employee's personnel file, after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

**10.22 LETTERS OF UNDERSTANDING AND MEMORANDUMS**

- a) **Form Part of Collective Agreement** The Employer and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- b) **Copies to Union** The Employer agrees to supply the Union with signed copies of all Letters of Understanding and Memorandums of Agreement which form part of the current Collective Agreement.
- c) **Renewal All Agreements** Letters of Understanding or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01** It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.
- 11.02** It is generally understood that an Employee has no complaint or grievance until he, either directly or through the Union, has first given the Employee's Supervisor an opportunity to adjust the complaint.
- 11.03** If, after registering the complaint with the Foreman, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

**Step One**

The grievance shall be submitted in writing to the General Foreman either directly or through the Union. The General Foreman will meet with the Employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The General Foreman will within a further three (3) working days give the Employer's answer on the grievance form, and return it to the Union.

## **Step Two**

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the Operational Manager, who shall within three (3) working days, hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) and the Operational Manager of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Operational Manager will within a further three (3) working days give the Employer's decision in writing to the Union on or attached to the grievance form.

- 11.04** The Employer shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or the Union first become aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered directionary, and not mandatory.
- 11.05** If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12 or Article 13 at any time within thirty (30) calendar days after the decision is received under Step Two.
- 11.06** At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the plant to view disputed operations, and to confer with the necessary witnesses.

### **11.07 Discharge and Disciplinary Action**

- a) A claim by an Employee, that he or she has been warned, discharged or suspended, without just cause, will be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance procedure within ten (10) working days after the Employee receives notice that he or she has ceased to work for the Employer or returns to work after a suspension, as the case may be.

Such special grievance may be settled by any arrangement, except loss of seniority, which in the opinion of the conferring Parties, or an Arbitrator under this Agreement, is just and equitable.

- b) When an Employee has been dismissed without notice, the Employee will have the right to interview his or her Shop Steward for a reasonable period of time before leaving the Employer's premises.

## **ARTICLE 12 - EXPEDITED ARBITRATION**

- 12.01** Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the collective agreement, with due regard to the following:

- 12.02** (a) An Arbitrator, shall be appointed by the Vice-Chairman – Mediation Services to hear the cases. The fees are to be in an amount agreed to by the Parties and the Arbitrator.
- (b) Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

- 12.03** a) Within thirty (30) calendar days after receipt of the Step 2 answer, the Employer or the Union initiating the grievance shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the other Party, or their designate. Should the representatives of the other Party deem that the issue does not meet the criteria of section 12.06 a) of this Article, the initiating Party may nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section 12.06 a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the initiating Party for further determination as if at the conclusion of Step 2 of the grievance procedure.

- b) The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three Parties.

- 12.04** Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated Shop Committee member and a designated representative of the local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

- 12.05** a) The hearing shall be informal
- b) No briefs shall be filed or transcripts made
- c) There shall be no formal evidence rules
- d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the Parties. In all respects, he shall assure that the hearing is a fair one.
- e) If the Arbitrator or the Parties conclude at the hearing that the issues involved are novel, complex or significant the case shall be referred back to the initiating Party for final disposition.
- f) The Arbitrator shall render his written decision within five (5) work days following the date of the hearing. His decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for his conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both Parties.

- 12.06** a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 13 of this Agreement.

## **ARTICLE 13 – ARBITRATION**

- 13.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 13.02** Any matter referred to arbitration, as provided in Article 12 and 13, hereof, shall be submitted to a single arbitrator selected from the following list:
1. Chris Sullivan
  2. Brian Foley
- 13.03** The arbitrator will have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.
- 13.04** The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.
- 13.05** The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 13.06** If, during the life of this Agreement, one of the Arbitrators named in 13.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 13.07** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 13.08** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 13.09** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.
- 13.10** A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.

## **ARTICLE 14 - INSURANCE AND MEDICAL PLAN**

**14.01** A Medical and Insurance Plan will be maintained in accordance with the guidelines set out below but the actual policies must be referred to for the full terms of the coverage.

### **14.02 Coverage**

**Medical** The medical coverage will be equivalent to that supplied by the Medical Services Plan of British Columbia.

**Extended Health Benefits** Deductible amount per calendar year \$25.00. Reimbursement amount 80% on the first \$1,000.00 and 100% thereafter. Out of Canada - Emergency - 100%, Referral - 80%.

### **Insurance Coverage**

1. Life Insurance - \$65,000.00
2. A.D. & D. - \$70,000.00
3. Weekly Indemnity - 60% of weekly earnings to a maximum of \$550.00 (1-1-4-26)  
Weekly income to be paid based on the 1-1-4-26 system based on existing Sunlife Financial contract #22320 May, 2003 with exception of word "after" on page 28 third paragraph from bottom should read "payments on the 4<sup>th</sup> day".
4. Sub-sections 2 and 3 above will not apply when Workers' Compensation is payable.

**Vision Care** Maximum amount in any 24 month period is **\$200.00**. Deductible - nil, Reimbursement amount 80%.

**Eye Exam** Seventy Dollars (\$70.00) per person coverage for eye exams. Reimbursement upon presentation of receipt.

### **14.03 General Principles**

1. Premium costs of both the Medical and Insurance Plans will be paid:  

Employer	100%
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2. Participation in the Plan will be a condition of employment.
3.
  - a) Coverage will be provided during lay-off, up to accumulative maximum of three (3) months, in a calendar year, beyond the current month of lay-off.
  - b) Coverage during lay-off will be supplied without charge to the parties.

**14.04 Insurance Coverage Commences** Immediately for employees presently covered and on lay-off. Three (3) month waiting period for employees first entering the employ of the Company.

**14.05 L.T.D.** Fifteen Hundred Dollars (\$1500.00) per month. Employee to pay full monthly premium.

**14.06 Medical Certificate (Forms)** The Employee will be reimbursed the cost of any Medical Certificate or Forms required by the Employer.

**ARTICLE 15 -DENTAL PLAN**

15.01 The Employer will supply a dental plan as follows:

15.02 **Coverage**

Plan A - Basic Dental	100%
Plan B - Prosthetic Appliances and Crown and Bridge Procedures	50%

(\$2,000.00 maximum per person per calendar year, for Plan A and Plan B; not combined)

Plan C -Orthodontia (Age Limit - 21 years. Lifetime maximum \$2,000.00)	50%
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15.03 **Premium Division** Employer 100%

15.04 **Participation** A condition of employment.

15.05 **Effective Date** For new employees dental coverage will commence on the first of the month following three (3) months of employment.

15.06 Coverage will be provided during layoff up to the end of the month in the month that the layoff occurs.

15.07 An annual financial statement will be supplied to any Union whose members are covered under this Plan and a named Union representative may obtain knowledge of the Plan and discuss claims with the underwriter.

**ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY**

16.01 **LEAVE FOR PERSONAL REASONS**

(a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:

(i) he requests it from the Company in writing, and

(ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he will be considered as having terminated his employment.

(b) A leave of absence may be extended up to thirty (30) calendar days if there is a good reason and the Company and the Union committee agree to it. The employee must request the extension in writing before his first leave period has terminated.

(c) The Union will be notified of all leaves granted under this Section.

**16.02 LEAVE TO ATTEND UNION GATHERINGS**

- (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. 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. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- (b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

**16.03 LEAVE FOR UNION BUSINESS**

- a) The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods. One month's notice in writing must be given prior to commencing this leave.
- b) Not more than two (2) employees may be on leave under this Section at any one time and in no instance will two such leaves be granted in any six(6) month period.

**16.04 Maternity and Parenting Leaves** Maternity and Parental leave shall be granted and taken in accordance with the relevant provisions of the British Columbia Employment Standards Act.

**ARTICLE 17 - WAGES**

**17.01 WAGE SCHEDULE**

- a) The job classifications and rates of pay listed in the attached Wage Schedule are agreed upon by both parties and are a part of this Collective Agreement.
- b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

**17.02 a) NEW OR CHANGED JOB CLASSIFICATION** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

**17.03 a) RATE RETENTION** All employees with seniority who have received a classification rate for ten (10) shifts or more will, if reduced to a lower rated classification, continue to retain and receive the higher rate for thirty (30) calendar days. If the employee reverts to a higher rated job during the aforementioned thirty (30) day period of rate retention and is subsequently moved to a lower rated job, the employee will continue to requalify himself for thirty (30) day retention periods each time the employee reverts to the employee's higher rated job.

- b) **TEMPORARY TRANSFER** An employee who is temporarily transferred from his regular classified job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a layoff, is less than the rate of his regular classified job, he shall be paid the rate of his regular classified job during the period of such temporary transfer.

**17.04 PAY DAYS**

- a) Wages will be paid by cheque or direct deposit, as directed by the employee, every two weeks. Reports of hours worked at various rates will be available on request. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.
- b) Any employee being discharged, laid off, or leaving of the Employee's own accord will be paid all wages due him as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.
- c) Whenever there occurs an error in the pay of an Employee, the Employer will remit to the Employee within twenty-four (24) hours, the difference between the amount of the cheque and that to which the Employee is normally entitled.

**17.05 FIRST AID ATTENDANTS**

\$1.25 per hour over occupational rate - Level II

The First Aid Certificate requirement of the Workers' Compensation Board will determine the premium that will be paid.

The Employer will pay course fees and cost of books for employees attending First Aid Courses.

Employees required to attend First Aid Courses will be reimbursed regular wages for lost time while in attendance at a course.

**17.06 CHARGE HAND DEFINITION**

**CHARGE HAND** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work.

An employee working as a Charge Hand, or Shift Charge Hand will receive a 7% premium over and above the highest classification supervised or above his own rate, whichever is greater.

**17.07 APPRENTICESHIP WAGE SCHEDULE**

**FOUR YEARS**

- Start to 6 mos. - 55%
- 6 mos. to 12 mos. - 60%
- 12 mos. to 18 mos.- 65%
- 18 mos. to 24 mos.- 70%
- 24 mos. to 30 mos.- 75%
- 30 mos. to 36 mos.- 80%
- 36 mos. to 42 mos.- 85%
- 42 mos. to 48 mos.- 90%

**17.08** **APPRENTICESHIP - SCHOOL REIMBURSEMENT** When an Apprentice attends Apprenticeship day school, the Employer will reimburse the employee at their regular rate of pay for hours spent at Apprenticeship day school.

**ARTICLE 18 - JOB POSTING**

**18.01** All jobs which will be vacant for more than thirty (30) calendar days, and all new jobs will be posted for three (3) full work days on the bulletin board. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.01 a) and b) of this Agreement.

**18.02** For the purpose of this Agreement, a vacancy will be defined as any unfilled position where there is work being performed.

**18.03** **JOB OPENINGS (TEMPORARY)**

a) Temporary job openings in the bargaining unit which are not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.

b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 a) and b) of the collective agreement.

**18.04** a) **JOB OPENINGS (NOT TEMPORARY)** All job openings in the bargaining unit, will be posted on the Bulletin Board for three (3) full work days.

b) The job posting procedure to be completed prior to outside recruiting or advertising.

**18.05** **TRIAL PERIOD** The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

**18.06** **RETURN TO FORMER JOB**

a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion the employee is not performing efficiently, or the employee wishes to do so, the employee will revert to his/her immediate previous job, without loss of seniority.

b) If additional employees are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

**18.07** **JOB APPLICATIONS (DELAYED)** If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work:

- ◆ vacation,
- ◆ authorized leave of absence not exceeding thirty (30) days,
- ◆ absence resulting from an accident or illness not exceeding thirty (30) days,
- ◆ absence on Workers' Compensation not exceeding thirty (30) days,

**18.08** **SUCCESSFUL APPLICANT NOTICE** The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice. All job postings not filled by successful applicants within thirty (30) days are considered void.

**18.09** In the event that none of the applicants meet the requirements of the job in relations to Section 8.01 a) and b) of this Agreement, the Employer may fill the vacancy from any available source.

## **ARTICLE 19 – PENSION**

**19.01** The Pension Plan is compulsory for all employees after completion of one full year of employment.

Employees are required to contribute 3% of pensionable earnings, the Company will contribute an amount equal to the amounts listed below of each employee's pensionable earnings.

July 1, 2008 - \$2.25 per hour

Pensionable earnings are defined as regular and vacation pay.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

**20.01** In the event that the Company introduces a technological change which results in:

- a) Displacement of employees from employment with the Company. The Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
- b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority.

## **ARTICLE 21 - SAVINGS CLAUSE**

**21.01** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

**21.02** In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

**ARTICLE 22 - DURATION OF AGREEMENT**

- 22.01** This Agreement shall be for the period from and including July 1, 2008 to and including June 30, 2010 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is June 30<sup>th</sup>, 2010 or immediately preceding the last day of March in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
  
- 22.02** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.
  
- 22.03** The operation of Section 50 (2) and (3) of the Labour Relations Code of B.C. is hereby excluded.

**IN WITNESS WHEREOF:** The Parties have executed this Agreement at \_\_\_\_\_, B.C. this \_\_\_\_ day of \_\_\_\_\_, 2009.

**TRISTAR INDUSTRIES LTD.**

**UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2952)**

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

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

**APPENDIX "A"**  
**WAGES AND JOB CLASSIFICATIONS**

<b><u>Group</u></b>	<b><u>Classification</u></b>		<b>July 1/08 2.5%</b>	<b>July 1/09 2.5%</b>
1	Inspector Journeyman Machinist Journeyman Fabricator Journeyman Assembly Fitter	29.59	30.33	31.09
2	Journeyman Welder	29.12	29.85	30.60
3	Operator Burning Table & Saw	26.63	27.30	27.98
4	Receiver Shipper	25.69	26.33	26.99
5	Sandblaster	25.28	25.91	26.56
6	Operator Clove Rotor Machine	25.01	25.64	26.28
7	Operator Machine	23.58	24.17	24.77
8	Assistant Shipper Stockroom Attendant Assembly Balancer1 Bench Grinder/Tack Welder	23.34	23.92	24.52
9	Bench Grinder	21.92	22.47	23.03
10	Machinist Helper/Crane Operator	20.58	21.09	21.62
11	Material Handler Helper	17.63	18.07	18.52
12	Helper	16.39	16.80	17.22
13	Student Rate - Non Production	10.72	10.99	11.26
Premiums	Large Machine	\$ .25		
	Washer Drum Machine	\$ 1.00		
	Field Service	\$ 1.00		
	Inspector	\$ 1.22		
	CNC Programmer	\$ 1.00		

\*Journeyman on Probation will receive one dollar (\$1.00) less per hour.

**Co-op Students** – 55% of Journeyman Rate. During periods of lay-off, co-op students will not be assigned production work and will only work with another journeyman. Such students shall not perform any work that will result in the displacement of or failure to recall of any full-time employees.

In the event of lay-off, the Company and the Union will meet to review the status of any students on site.

**Project Team Leader** – Team Leader and department may change as project changes. Employee will receive a premium of 5% above his classification rate.

## APPENDIX "B"

### FIELD SERVICE

#### LIVING OUT ALLOWANCE

Will be paid for Field Service work performed outside the Tristar Industries plant.

The Following is to clarify details related to Field Service Employees:

1. Living out allowance to be paid at the rate of \$60.00 CDN or \$60.00US for any day away from home which includes any overnight stay. including day of return. Allowance is to cover meals and personal requirements.  
In town services calls over 4 hours in length not requiring an overnight stay will be paid a \$40.00 CDN allowance.
2. The Company will pay directly for and organize all accommodations as required.
3. Personal phone calls should be kept to a minimum.
4. Out of shop premium – five dollars (\$5.00) CDN per hour paid.
5. Work shifts and breaks will be dictated by customer requirements and, therefore, adjusted as necessary, by project supervisor, to meet the requirements.
6. Reasonable Travel time, when driving to the job site
  - whether travelling weekdays or weekends, or on overtime, hours shall be paid at applicable rate.
  - travel time includes travelling from hotel to work site and back to hotel (travel time to be reported separately).
  - travel, if the employee is using their own vehicle, they will be paid according to rates set by Canada Revenue Agency ("CRA") and updated annually as required. For 2008 the CRA rate is fifty-two cents (\$.52)(CDN) per km.
7. Standby/Recall Time:
  - If sent to hotel before end of and eight (8) hour shift, the remainder of the shift shall be paid at straight time but overtime will only apply after 8 hours of work is completed.
8. Repayment of expenses shall be paid in full to employee, generally within 5 working days following receipt of the expense claim on the Company's expense form.
9. A cash advance of \$200.00 CDN minimum will be available to the employee for any overnight trip.
10. At all times, employees will retain their coverage under all benefits provided by the Company and all applicable benefits provided by Government agencies. When Field Service Employees are assigned by the company to workout of province or out of country, the Company will be responsible for the payment of all reasonable medical expenses incurred by the employee. In the event that an employee should become deceased during the time that they are away from the Metro Vancouver, the company will pay for all reasonable costs incurred in returning the deceased employee's remains to the Metro Vancouver.
11. Normal payroll cheque will be processed while employees are outside the plant. Payment of premiums and overtime will be processed following the submission of time cards.

12. As required by the Company, employees selected for Field Services will be qualified and prepared to travel to meet the customer's requirements.

The Company will provide a reasonable amount of appropriate training to assist the field service personnel to be successful. All positions will be filled in accordance with Article 8 – Seniority of the Collective Agreement.

13. If the Field Service requirement exceeds one (1) week and the customer requires the employee to remain "in town" over a weekend, the employee shall be paid eight (8) hours at straight time for Saturday and eight (8) hours straight time for Sunday as stand by time.
14. While on site and during the time that the employee is in a supervisory position, the employee shall be paid at the hourly rate of a Shop Chargehand.

**APPENDIX "C"**

**TRAINING PROGRAM PLUS PAYMENT FOR TESTS OR UPGRADING**

**Cross Training**

A Joint Management-Union Committee (Union Committee shall be the three Shop Stewards) will be established to recommend appropriate training and development in Cross Training skills in manufacturing departments, ISO 9000, shop floor apprenticeship training and integrated business systems.

The Company will identify not less than five (5) cross training opportunities in each contract year. When the Cross Training Committee identifies a cross training opportunity a notice will be posted on the plant bulletin board as per Article 18 of the Collective Agreement.

All Cross training will take place during working hours.

