COLLECTIVE AGREEMENT

BETWEEN

STORK CRAFT MANUFACTURING INC.

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS’ INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)

November 1, 2009 – October 31, 2012

Errors & Omissions Excepted
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COLLECTIVE AGREEMENT

BY AND BETWEEN:  STORK CRAFT MANUFACTURING INC.

(Hereinafter referred to as “the Company”)

AND:  UNITED STEELWORKERS
(On Behalf of Local Union 2009)

(Hereinafter referred to as “the Union”)

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  a) Persons 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, experimentation, training and investigating operating problems or in emergencies when regular employees are not available.

b) In the event the Company violates Article 1.02 (a), the Company shall pay as a penalty an amount equal to the hourly rate of the employee who would normally have performed such work for the period of the violation (minimum one (1) hour) in addition to a one hundred dollar ($100.00) penalty paid to the local union.

If a grievance originates from this sub-section 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  It is the exclusive right of the Company to manage the enterprise and direct the workforce and exercise all of its functions except to the extent that these functions are expressly limited by this Collective Agreement and provided however that this Article will not be used in a discriminatory manner against any employee or group of employees. Without restricting the generality of the foregoing it is the exclusive function of the employer to:

a)  maintain order, discipline and efficiency

b)  hire, promote, assign, demote, classify, transfer, lay-off and to discipline and discharge any employee for just cause subject to any part of this agreement which is relevant thereto and which may be cause for a grievance to be filed.
c) It is further agreed that the Company may make, alter from time to time, and enforce reasonable plant rules provided such rules are not inconsistent with the provisions of this Agreement and they have been reviewed with the Union prior to implementation.

d) determine the nature and kind of business, the kinds of equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of production, the schedule of shifts, the number of employees to be employed and the cessation of operations or any part thereof.

e) transfer, shift or divert employees from one work area or department to another from time to time, subject to any part of the agreement which is relevant, thereto.

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 of the United Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6

b) become members of the Union within sixty (60) 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, Box 34223
   Vancouver, B.C.
   V6J 4N1

d) The monthly remittance shall be accompanied by a completed USW 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, i.e., W.C.B., laid off, etc.
e) A duplicate R115 Form and employee deduction statement as in d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009
Attention: Financial Secretary @ 604-513-1851, and

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 deductions made or payments in accordance with this Article.

ARTICLE 5 - HOURS OF WORK

5.01 The standard work day will consist of eight and one-half (8 1/2) hours with a designated thirty minute unpaid lunch period, (i.e: eight (8) hours worked). This shift may be started between 7:00 a.m. and 9:00 a.m. by giving the employees notice of the intention to do so. In the event the Company does not give twenty-four hours notice, the employees will receive the afternoon shift premium penalty pay for that shift.

5.02 Where a second shift is employed the hours of work will be eight and one-half (8 1/2) hours with a designated thirty minute unpaid lunch period, worked between the hours of 3:00 p.m. and 11:30 p.m (i.e: eight (8) hours worked). There will be a shift premium of seventy-five cents ($.75) per hour.

5.03 Where a third shift is employed, the hours of work will be eight and one-half (8 1/2) hours with a designated thirty minute unpaid lunch period, worked between the hours 11:00 p.m. and 7:30 a.m (i.e: eight (8) hours worked). There will be a shift premium of one dollar and ten cents ($1.10) per hour.

5.04 Change of Start and Stop Times By mutual agreement between the Company and the Union the regular starting and stopping times of standard work shifts may be changed.

5.05 Regular Week Five Shifts, Monday to Friday inclusive, will constitute a regular week’s work on all shifts.

5.06 Work Performed on Saturday, Sunday and Plant Holidays

a) Time and one half will be paid for work performed on:
   - Saturdays after an employee has worked his regular 40 hours
   - On Plant Holidays as listed in Article 6
   - Doubletime will be paid for work performed on Sundays

b) Overtime rate will not be paid for work performed:
   - on a night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
   - to complete a night shift after midnight at the start of a Plant Holiday
   - when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.

5.07 Overtime

a) Overtime - Daily the first three (3) hours of daily overtime will be paid at time and one-half and doubletime thereafter.

b) Overtime - Voluntary the Parties are agreed that all overtime will be voluntary.

c) Employees who are to work more than two (2) hours overtime will receive a fifteen (15) minute break prior to the commencement of the overtime period.
d) **Overtime Distribution** overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Company 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, except when there are no employees in that job classification available to do the work.

e) **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.

5.08 **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.

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 the applicable overtime rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.

5.10 **Lunch Period** The mid-shift lunch period will be mutually arranged between the Company and the Union Plant Committee. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4 ½) hours from the shift start time or as mutually agreed upon.

5.11 **Employee Change of Shifts** If an employee is required to change shift more than once in a calendar week he will be paid at time and one half for the balance of the week, unless the second change is to return to his original shift. This article will not be applied to an individual employee more than twice in any month.

5.12 **Shift Change** Shift changes, listing individuals, will be posted three- (3) calendar days in advance.

5.13 **Guaranteed Day** Subject to the exceptions set forth in this Section and in Section 5.15, any employee reporting for work at the start of the employee’s shift, will be guaranteed four (4) 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 company or if the employee:

1. Voluntarily quits
2. Was previously instructed not to report. In such event or circumstances the employee will then 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.

5.14 **Call Time** Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid the appropriate overtime rate for all hours worked, with a guaranteed minimum payment of two (2) hours at time and one half, i.e. three (3) hours at straight time rate.

5.15 No provision or term of this Agreement guarantees any employee any number of hours per day or week subject only to the exception set forth in 5.13.
ARTICLE 6 - PLANT HOLIDAYS

6.01 a) All employees covered by this Agreement will receive eight (8) hours’ pay at their regular straight time rates 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. Thanksgiving Day
2. Good Friday 8. Remembrance Day
5. B.C. Day 11. Floater Day
6. Labour Day

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

b) (i) In lieu of Heritage Day and Easter Monday, employees shall be entitled to one personal floating holiday by mutual agreement between the employer and employee.

(ii) The personal holiday pay may be taken in conjunction with another plant holiday and/or vacation by mutual agreement between the employer and employee.

(iii) Employee may take their floating holiday during the non-prime time period by giving the company two (2) weeks’ notice providing such absence will not unduly affect production.

(iv) During the prime time period June 1st to September 30th, the holiday may only be taken by mutual agreement.

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 holiday period.

6.04 In order to qualify for eight (8) hours’ pay for the above Plant Holidays the employee must have completed thirty-(30) calendar day’s 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 Plant Holiday except where permission was previously obtained or the employee had a justifiable reason for being absent.

6.06 Employees not actively employed because of:

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

And who work some time within the seven (7) day period prior to, or the seven (7) 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 Employees Will Receive Vacations and be Paid For the Vacation in Accordance with the Following Schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Period</th>
<th>Vacation Pay</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 day for each major Fraction of month worked (max. 10 working day)</td>
<td>4%</td>
</tr>
<tr>
<td>1 year but less than 4</td>
<td>2 weeks</td>
<td>4% of gross earnings from anniversary date</td>
</tr>
<tr>
<td>4 years but less than 8</td>
<td>3 weeks</td>
<td>6%</td>
</tr>
<tr>
<td>Over 8 years but less than 14</td>
<td>4 weeks</td>
<td>8%</td>
</tr>
<tr>
<td>14 years or more</td>
<td>5 weeks</td>
<td>10%</td>
</tr>
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7.02 An employee’s anniversary date of employment shall be used to determine their years of continuous service for the purpose of vacation entitlement. Employees must use their annual allotment of vacation days prior to their anniversary date.

7.03 **Vacation Period** Vacations will be scheduled by April 1st of each year for the entire year. The Company will confirm all annual vacation requests within thirty (30) days of the aforementioned cutoff dates and once a vacation request has been agreed to it may only be changed by mutual agreement. For annual vacation requests outside of the two prime periods, the Company shall confirm or deny the request within two (2) weeks, and the same rules will apply with regard to annual vacation changes. Vacations will be scheduled by department seniority. Management can limit the number of employees on vacation based on business circumstances.

7.04 **Vacations Exceeding Two Weeks** Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time.

7.05 **Vacation shut Down** The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shutdown period will be announced by April 1st.

7.06 **Vacation Pay - When Payable** Vacation Pay will be paid a minimum of one (1) week but in no case more than two (2) weeks in advance of vacation. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement, which is being taken at that particular time.

7.07 **Additional Day** An employee shall be entitled to receive one additional day off work with pay per year for any six month period in that year during which the employee has worked every day of the period during his/her regular work shifts, without absence for any reason. This is non-accumulative time.

7.08 **Vacation Pay - On Termination** Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid

- Less than 4 years employment - 4%
- 4 years but less than 8 years - 6%
- 8 years but less than 14 years - 8%
- Over 14 years employment - 10%
Accumulated vacation pay will be shown as a running total on individual’s pay stubs.

ARTICLE 8 - SENIORITY

8.01 a) An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of sixty (60) days worked which may be accumulated over a period of six (6) months. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date backdated to his date or original hire.

b) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, vacations, layoff, termination and recall after termination, the senior employee shall be entitled to preference.

c) In recognition, however, of the responsibility of Management for the efficient operation of the Employer, it is understood that in all cases referred to in Sections 8.01 (a), (b) and (c) Management shall decide whether the employee has the ability to perform the work after being given a reasonable training period as set out in Section 18.05 of the Agreement.

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 - 4 months
2. Over 12 months and less than 24 months - 6 months
3. Over 24 and less than 60 months - 12 months
4. 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. Notice will be deemed received four (4) days after mailing. An employee being recalled must return to work as soon as reasonably possible after the first 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 length of service in years and days
4. employee’s regular classification and regular rate of pay
5. 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.

**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 **Safety Committee** It is mutually agreed that a Safety committee consisting of a maximum of three (3) employees selected by the Union will meet with a maximum of three (3) Management representatives 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 his Department (Attendant) Supervisor as soon as practicable.

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 necessary, and 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 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.

**ARTICLE 10 - GENERAL PROVISIONS**

10.01 **Advising the Union - Prior to Certain Changes** the Company agrees to advise the Shop Steward or Grievance Committeeeman if available on the premises prior to discharging, laying-off, transferring, promoting or demoting any employee. For temporary transfers of one day or less, notice to the Steward will not be required.

10.02 **Bulletin Boards** the Union will have the exclusive use of two (2) 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** if a death occurs in the immediate family of an employee, the Company will grant paid leaves of absence as follows:

- 5 days if employee attends funeral of spouse, common-law spouse or children
- 3 days if employee attends funeral of parents, parents-in-law, brother, sister, grandparents
- 1 day if an employee attends the funeral of a brother-in-law or sister-in-law, where proof of relationship is shown.
- 1 day if employee does not attend the funeral
- Notice one day minimum will be required.

10.06 **Appendices** the attached Appendices are a part of this Collective Agreement and the Parties are bound by their terms.

10.07 **Jury Duty** If an employee is summonsed or subpoenaed for jury selection or for jury duty or subpoenaed as a crown witness, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the monies received for jury duty.

On any day when an employee is called but not chosen for duty he must return to work for the balance of the shift. He must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

10.08 **Rest Periods** Employees will be allowed two (2) coffee breaks of fifteen (15) minutes each on Company time; one in the first half of each shift and one in the second half.

10.09 **Supervisors and Leadhands Identification** the names of all Supervisors and Leadhands, setting forth their official status will be posted on the Company’s Bulletin Board(s).

10.10 **Clean Up** At the Supervisor’s discretion an employee may be allowed a clean up period of at least five (5) minutes before the completion of his shift for the clean up and stowage of Company equipment and employee’s personal tools.

10.11 **Lay-off Notice** In cases of lay-off, the Company will give as much notice as possible.

10.12 **Union Appointees - Identification** the Union will maintain with the Company a current list of the names of Shop Stewards, Committee men and Staff Representative.

10.13 **Union Committee** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production. For attendance at meetings it is agreed there will be no more than one employee from each department.

10.14 **Unit President** the Unit President shall be retained at work and have super seniority in the event of layoff.
10.15 **Education and Development Fund** The Company will contribute to the Union the sum of five cents ($.05) per hour worked for each employee for education and training of Union members. The contributions shall be made payable to:

Local Union 2009  
Education and Development Fund  
#202 – 9292 – 200th Street  
Langley, B.C.  
V1M 3A6

and shall be remitted by the 15th of each month for the previous month, and the Company will provide necessary information regarding the amounts paid on behalf of each employee. Upon request, but no less than once each contract year, the Union will provide the company with an account of the Fund disbursements.

10.16 **Humanity Fund** The Company agrees to deduct once per year the amount of twenty (20) dollars from the wages of all employees in the bargaining unit for all hours worked, and prior to the 15th day of the month following to pay the amount so deducted to the “Humanity Fund” and to forward such payment to:

United Steelworkers  
National Office  
234 Eglinton Avenue East  
Toronto, Ontario M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first Humanity Fund deduction as aforementioned shall be for the fifth week following ratification of this Agreement.

10.17 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 time upon reasonable notice and by written request to the Employer. Such review will be carried out at a time which does not interfere with the normal duties of the employee.

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) If disciplinary action is to be taken against any employee it shall be done in the presence of a Shop Steward or other Union designee.

(iii) The Employee, the Shop Steward and the Local Union President shall be notified 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 three (3) working days of the action taken.

e) Relief All written warnings, reprimands, suspensions and discharges shall be rescinded and removed from the employee’s personnel file after a period of eighteen (18) months after the date of issued disciplinary action and shall not be used by the Employer thereafter.

10.18 Letters of Understanding and Memorandums

a) Form Part of Collective Agreement the Company and the Union agrees 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 Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

Renewed Letters of Understanding shall remain in effect during the terms of this Agreement.

10.19 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 Unit President, Shop Stewards, as provided in writing from the Union.

c) The Employer will be notified by the Union of the names of the Shop Stewards, 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 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 will not be unreasonably withheld.

f) The Employer agrees that Unit President, Shop Stewards and Safety Committee members will not suffer loss of pay for time spent in the handling of grievances and other legitimate business with the appropriate management personnel.

10.20 Negotiating Committee

a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, plus the Unit President, 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 for the purpose of meeting with the employer in the negotiation of the renewal or modification of this Agreement.

d) During negotiations for a new collective agreement, the employer shall place employees who are members of the Negotiating Committee on the day shift.

10.21 DISCRIMINATION AND HARASSMENT

a) **Prohibition Against Personal Harassment**

The Company and the Union recognize the right of all persons employed by the Company to work in an environment which is free of personal harassment; accordingly, the personal harassment of any person employed by the Company is prohibited.

It is understood and agreed that the definition of personal harassment as outlined herein shall not prohibit the Company from exercising its right to supervise and direct the workforce.

b) **Definition of Personal Harassment**

Personal harassment shall be defined as any discriminatory behaviour at the workplace which denies an individual their dignity or respect.

Discrimination behaviour shall be defined as any discrimination on the basis of race, colour, ancestry, place of origin, political belief, religion, martial status, family status, physical or mental disability where the disability does not render the employee incapable of fulfilling his employment duties and obligations, sex, sexual orientation, age, conviction of a criminal or summary conviction offense that is unrelated to the employment of the employee, or membership or activity in any trade union.

c) **Obligations**

(i) The Company, the Union and the employees must at all times act appropriately to preserve and promote a work environment which is free from personal harassment.

(ii) The Company will undertake discipline or other appropriate action against any person employed by the Company who engages in personal harassment in violation of this Article.

The Company may also undertake discipline or other appropriate action against any person employed by the Company who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature.

d) **Procedure**

1. In the event that any employee feels that they suffered any personal harassment, they may, in confidence, make an appointment with the Manager to present the complaint.

2. An employee, who alleges personal harassment has occurred in violation of this Article, shall have the right to initiate a grievance, through the Union, at Step 3 of the grievance procedure.

3. Any person employed by the Company, who is alleged to have committed an act of personal harassment in violation of this Article, shall be entitled to:

   (i) be given notice of the substance of the complaint brought against him; and
   (ii) be given notice of, and to attend and participate in, any hearing which is held with respect to an employee’s grievance brought pursuant to paragraph (b) above.
ARTICLE 11 - GRIEVANCE PROCEDURE

11.01  **Grievances will be processed as follows:**

**STEP 1** 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.

If, after registering the complaint with the designated Management Representative, and such complaint is not settled within five (5) 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 2** the grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee’s Union Steward within five (5) 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 designated management Representative within a further three (3) working days give the Employer’s answer on the grievance form, and return it to the Union.

**STEP 3** If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the designated management representative, who shall within (5) working days, hold a meeting between the Union Grievance Committee (not to exceed five (5) in number) and the appropriate representatives 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 Employer’s representatives will within a further five (5) working days give the Employer’s decision in writing to the Union on or attached to the grievance form.

If settlement is not reached the grievance will proceed to Step 4.

**STEP 4** Arbitration or Expedited Arbitration.

11.02  **TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:**

<table>
<thead>
<tr>
<th>Appeal to</th>
<th>Time</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>within 5 days of the grievor's knowledge of the occurrence of the grievance</td>
<td>5 days</td>
</tr>
<tr>
<td>Step 2</td>
<td>within 5 days of answer</td>
<td>5 days</td>
</tr>
<tr>
<td>Step 3</td>
<td>within 5 days of answer</td>
<td>5 days</td>
</tr>
<tr>
<td>Step 4</td>
<td>within 30 days of answer</td>
<td></td>
</tr>
</tbody>
</table>

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.03  **DISCHARGE CASES** If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.04  **WARNING - SUSPENSION - DISCHARGE** Employees may only be warned, suspended or discharged for just cause suspension days will run as consecutive working days.

11.05  **GROUP OR GENERAL GRIEVANCES** Grievances of a general or group nature will be put in writing and instituted at Step 2.

11.06  **TIME LIMITS - FAILURE TO ACT** If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.
11.07 **GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** At each of the three grievance steps the Company and the Union may have equal representation.

11.08 **COMPANY REPRESENTATIVE - STEPS 2 AND 3** If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

**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 An Arbitrator, shall be appointed by the Chairman – Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three parties.

12.03 a) Within thirty (30) calendar days after receipt of the Step 3 answer Local Union 2009 shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the Plant Manager, or their designate. Should the representatives of the Company deem that the issue does not meet the criteria of section 12.06 (a) of this Article, Local Union 2009 will 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 Union for further determination as if at the conclusion of the Third Stage 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 representative of Local Union 2009 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 of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to the Local Union for final deposition.

f) The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. Their 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 their 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 13.10 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 13.01 hereof, shall be submitted to a single arbitrator selected from the following list:

1. Vince Ready
2. Ron Keras
3. Colin Taylor
4. Rick Coleman

13.03 The arbitrator shall 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 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.

13.06 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

13.07 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

13.08 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 to amend any of the provisions of this Agreement.

13.09 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 following:

14.02 Coverage

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

Extended Health Benefits As per plan documents.
- $50.00 deductible for single coverage, one each year.
- $100.00 deductible for family coverage, one each year.
- 80% on first $2,000.00, then 100%.

**Insurance Coverage**

<table>
<thead>
<tr>
<th>#</th>
<th>Coverage</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Life Insurance</td>
<td>$60,000.00</td>
<td>Feb 1/2010</td>
</tr>
<tr>
<td>2</td>
<td>A.D. &amp; D.</td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Weekly Indemnity</td>
<td>66 2/3% of weekly earnings to the EI maximum. Refer to Plan Document for coverage period.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sub-sections 2 and 3 above will not apply when Workers’ Compensation is payable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Vision Care – Company will provide vision care for employees and/or dependents, to a maximum benefit totaling $200.00 per 24 months for all claims.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**14.03 General Principles**

1. Premium costs of both the Medical, extended health benefits and Insurance Plans will be paid:
   - Employer 100%
2. Participation in the Plan will be a condition of employment.
3. Coverage will be provided during layoff for one month beyond the month of layoff.

**14.04 Insurance Coverage Commences**

- Three (3) month waiting period for employees first entering the employ of the Company
- Three (3) month waiting period for employees who have been on layoff beyond their seniority retention period.

**ARTICLE 15 - DENTAL PLAN**

15.01 The Employer will supply dental as follows:

15.02 **COVERAGE**

   a) Basic Dental - 80%
   b) Prosthetic Appliances and Crown and Bridge Procedures - 50%
      ($1500.00 combined limit on (a) and (b) per employee or dependent in any calendar year).
   c) Orthodontic Procedures - 50%
      ($50.00 deductible once per year; $3,000.00 lifetime limit per employee or dependent.)

15.03 **PREMIUM DIVISION**

   Employer - 100%

15.04 **PARTICIPATION** A condition of employment.
15.05 a) **Effective Date** For new employee’s dental coverage will commence on the first of the month following three (3) months of employment.

b) Dental Coverage will cease immediately on layoffs except for work in progress.

**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 six (6) months 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) 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 three (3) employees and not more than one (1) from each department may take such leave at one time and they must give the Company ten (10) working days notice in writing. 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 three (3) 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 will grant an employee leave of absence to work in an official capacity for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union.

16.04 a) **PREGNANCY LEAVE**

1. An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee’s entitlement to pregnancy leave.

2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.

6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician’s medical certificate stating the employee is able to return to work.

7. Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

b) PARENTAL LEAVE

1. An employee who requests parental leave under this Section is entitled to:

   (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10.08 (a) – up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 16.04 (a).

   (b) For a birthmother who does not take a leave under Section 16.04 in relation to the birth of a child – up to thirty-seven (37) weeks unpaid leave beginning after the child’s birth and within fifty-two (52) weeks of that event.

   (c) For a birth father – up to thirty-seven (37) weeks of unpaid leave beginning after the child’s birth and within fifty-two (52) weeks of that event.

   (d) For an adopting parent – up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.

3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a), (b) or (c). The employer may request this notice be accompanied by a medical practitioner’s certificate or other evidence of the employee’s entitlement to leave.

4. Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

c) COMPASSIONATE CARE LEAVE

The Employer will provide compassionate care leave as per the Employment Standards Act.

ARTICLE 17 - WAGES

17.01 Wage Schedule

a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.

b) 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.

17.02 a) New or Changed Classification If any new job is established, or if there is a significant change in the job content of any job set forth in this Wage Schedule, or if any job has been overlooked in this Wage
Schedule, the Parties hereto are agreed to negotiate which existing classification the job in question is to be placed in.

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 **Daily Rate Retention** Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.

17.04 **Rate Retention on Transfers and Bumps** Employees transferred at the request of the Company will continue to receive their own rate or the rate for the new job if it is higher than their rate. Employees who bump into a classification carrying a lower rate of pay than they currently receive because of layoff or reduction in their department will continue to receive their rate for a period of forty-five (45) shifts.

17.05 **Cheque Issue - No Delay** The Company will make provisions so that there will be no undue delay in issuing payroll direct deposits at or about the close of third business day immediately following pay days on the 1st and 16th of the month.

17.06 **Statement of Earnings** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.

17.07 **First Aid Attendants**

Premiums will be paid as follows:

Level I - Fifty cents ($0.50) per hour
Level II - One Dollar ($1.00) per hour.

The employer will pay course fees and cost of books for employees successfully completing First Aid Courses.

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

17.08 **Payment of Wages - Irregular** Any employee being discharged or laid off, will be paid all wages due to him as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day, or if leaving on his own accord he will be paid within five (5) days.

17.09 **Lead hands**

a) A Leadhand 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.

b) Lead hands will be paid a premium of $1.00 per hour worked.

**ARTICLE 18 - JOB POSTING**

18.01 **Job Openings (Not Temporary)**

All job postings (not temporary) in the bargaining unit, will be posted on the Bullet Board for three (3) working days.

18.02 **Job Openings (Temporary)**

a) Job openings in the bargaining unit 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 (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.

18.03 **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.

1. Vacation
2. Authorized leave of absence not exceeding thirty (30) days
3. Absence resulting from an accident or illness not exceeding thirty (30) days
4. Absence on Workers’ Compensation not exceeding thirty (30) days.

18.04 **Selection of Successful Applicant** Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01 (a), (b) and (c) of this Agreement.

18.05 **Trial Period** The successful applicant may be entitled to up to the trial periods listed in the job posting and not less than a ten-(10) 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 the trial period he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.

b) If additional people 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 **Successful Applicant Notice** The name of the successful applicant will be posted not 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.

18.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 (a), (b) and (c) of this Agreement, the Company may fill the vacancy from any available source.

**ARTICLE 19 - NO STRIKES OR LOCKOUT**

19.01 The Union and employees agree they will not cause, authorize or permit or take part in any sit-down, slow-down or strike or stoppage of any of the Company’s operations or any curtailment of work or any picketing of the Company’s premises during the term of this Agreement. The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

19.02 No employee shall be disciplined for refusing to cross a picket line which has been recognized by a court of jurisdiction.

**ARTICLE 20 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

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 up to a maximum of ten weeks.
20.02 **Severance Pay** Where the Company lays off an employee and the layoff exceeds a temporary layoff as defined by the Employment Standards Act. The employee may elect to take severance pay at that time.

Employees shall receive severance pay as follows:

After 12 months - two weeks
Three year or more years service - one week for each additional year to a maximum of ten weeks.

Special Retirement Provision – employees with more than fifteen (15) years service shall receive an additional two (2) weeks pay. In order to qualify for the additional two weeks pay the employee must provide the employer 60 days notice of retirement date.

It is understood that any employee who elects to receive severance pay under this article shall lose all seniority rights including rights of recall.

**ARTICLE 21 – REGISTERED RETIREMENT SAVINGS PLAN**

21.01 The Company agrees to contribute to a group RRSP amounts equal to employee contributions (matching funds) effective February 1, 2010 to a maximum amount equal to one (1%) percent of the employees regular hourly rate of pay for each worked hour, to be withheld and remitted monthly to a Group R.R.S.P. Carrier to be designated by the bargaining unit.

Effective November 1, 2010, the Company contributions (matching funds) shall increase to a maximum contribution of two (2%) percent of the employees regular hourly rate of pay for each hour worked.

Effective November 1, 2011 the Company contributions (matching funds) shall increase to a maximum contribution of three (3%) per cent of the employees regular hourly rate of pay for each worked hours.

21.02 Worked hours for purposes of RRSP Contributions are defined as actual worked hours plus paid vacation time.

21.03 Company will remit one monthly cheque together with a list of contributions per employee for the period on or before the 15th of the month following for the contributions respecting a fiscal monthly payroll period.

21.04 The payment of the contribution and the withholding thereof will be shown on the bi-monthly cheque stub. Disputes respecting amounts of contribution are to be resolved with payroll by the end of the current month or will be deemed to be correct.

**ARTICLE 22 - SAVINGS CLAUSE**

22.01 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 judgment 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.

22.02 In the event that any clause or sections 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, judgment 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 23 - DURATION OF AGREEMENT

23.01 This Agreement shall be for the period from and including **November 1, 2009** to and including **October 31, 2012** 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 **October 31, 2012** or immediately preceding the last day of October in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

23.02 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 notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

23.03 The operation of Section 50(2) and (3) of the Labour Code of British Columbia is hereby excluded.

**In Witness Whereof** the Parties have executed this Agreement at _______________, B.C. this ______ day of ________________, 2010.

STORK CRAFT MANUFACTURING INC. 

______________________________

______________________________

______________________________

UNITED STEELWORKERS

(On Behalf of Local Union 2009)

______________________________

______________________________

______________________________
STORK CRAFT MANUFACTURING INC.

APPENDIX “A”

WAGE SCHEDULE

<table>
<thead>
<tr>
<th>GROUP</th>
<th>CLASSIFICATION</th>
<th>2.25%</th>
<th>3%</th>
<th>2.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Probationary</td>
<td>$13.30</td>
<td>$13.70</td>
<td>$14.01</td>
</tr>
<tr>
<td>2</td>
<td>Load/unload, order picking, labelling, warehousing duties, customer service packers</td>
<td>$15.01</td>
<td>$15.46</td>
<td>$15.81</td>
</tr>
<tr>
<td>3</td>
<td>Shipper, Cert. Fork-lift Operator, Quality Inspector Customer Service Shipper</td>
<td>$16.56</td>
<td>$17.06</td>
<td>$17.44</td>
</tr>
<tr>
<td>4</td>
<td>Truck Driver (Class 1) Trades, Non-TQ</td>
<td>$23.62</td>
<td>$24.33</td>
<td>$24.88</td>
</tr>
<tr>
<td>5</td>
<td>Tradesman</td>
<td>$25.16</td>
<td>$25.91</td>
<td>$26.49</td>
</tr>
</tbody>
</table>

Employees who are red-circled as of November 1, 2003 will receive, on a quarterly basis, individual lump sum amounts equivalent to the wage increase for the job category in which they work, based on the number of hours actually worked by the employee during each quarter.
LETTER OF UNDERSTANDING

BETWEEN: STORK CRAFT MANUFACTURING INC.
(Hereinafter referred to as “The Company”)
Of the First Part

AND: UNITED STEELWORKERS
On Behalf of Local Union 2009
(Hereinafter referred to as “The Union”)
Of the Second Part

This Letter of Understanding will constitute an integral part of this Collective Agreement.

RED-CIRCLED EMPLOYEES

<table>
<thead>
<tr>
<th>EMP#</th>
<th>EMPLOYEE NAME</th>
<th>Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1461</td>
<td>Truong, Hoa Kinh</td>
<td>17.44</td>
</tr>
</tbody>
</table>

Signed this ______day of_________________ 2010.

STORK CRAFT MANUFACTURING INC.

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)