

**CAM TRAN PACIFIC
A DIVISION OF CAM TRAN CO. LTD.**

COLLECTIVE AGREEMENT

March 30, 2016 – March 29, 2019

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THIS AGREEMENT ENTERED INTO ON THIS 21ST DAY OF JULY, 2016.

BETWEEN:

CAM TRAN PACIFIC (A DIVISION OF CAM TRAN CO. LTD.)
(hereinafter called the “Company” and sometimes referred to as the “Employer”)

OF THE FIRST PART;

AND:

LOCAL 258 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, being a trade union within the meaning of the *Labour Relations Code* (1993) and amendments thereto.
(hereinafter called the “Union” and sometimes referred to as the “Local Union”)

OF THE SECOND PART;

PURPOSE

The general purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, and to set forth the hours of work, rates of pay and conditions to be observed by the Company and the Union, to prevent interruption of work to cooperate in promoting the progress and efficient operation of the Company.

ARTICLE 1 – RECOGNITION

1.01

The Employer recognizes the Union as the exclusive bargaining agent for all matters arising out of this agreement for all employees of Cam Tran Pacific at 8841 Charles Street, Chilliwack, B.C., except management and those excluded under **either** the *Labour Relations Act of B.C.*, or **the letter of the understanding No. 2.**

1.02

A temporary employee is one employed for a **period of not more than sixty (60) days to**; replace an employee who is ill, on vacation or holidays, on a leave of absence or maternity leave, or work as support on special circumstances. **The employer, in its sole discretion, may source temporary employees from a temporary agency, (an, “outside temporary employee”) or alternatively, temporary employees employed by the company (“inside temporary employees”). Outside temporary employees shall not be covered by, nor subject to, any provisions in this agreement whereas inside temporary employees** shall be covered by all provisions of this agreement save and except they shall not accrue seniority or have the right to grieve termination. Temporary employees, **whether outside temporary employees or inside temporary employees**, will not be employed while permanent employees with the necessary

skills, ability and qualifications are on lay off, unless such employees have declined the opportunity to work for the temporary period.

1.03

The operation of Section 50 (2) and (3) of the *Labour Relations Code of B.C.* is hereby excluded from this Agreement.

1.04

Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE 2 – UNION SECURITY

2.01

The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of their representatives because of their membership or non-membership in the Union. The Employer agrees to advise new bargaining unit employees of the name of the Union Representative and the Stewards and of the existence of this Collective Agreement.

2.02

The Employer agrees, pursuant to Section 16 of the *B.C. Labour Relations Code*, to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular monthly union dues. The Company will also deduct the Union's initiation fee from new employees.

2.03

Such deductions shall be made from the wages owing each employee on twelve (12) paydays each year, one in each of the twelve (12) months in the year. If sufficient pay is not available for the total amount of each deduction due to absence from work after all other deductions have been made, no deductions will be made hereunder.

2.04

Amounts deducted hereunder shall be paid by cheque, together with employees' names and hourly wage rates payable to the Union and remitted by mail to the Union on or before the 15th day of each month following.

2.05

The Union shall indemnify and save harmless the Employer, including its agents, and employees acting on behalf of the Employer, from any liability including any and all claims, demands, action, or cause of action arising out of or in any way connected with the deduction or collection of such dues or initiation fees.

2.06

The Union will notify the Employer of any changes in the amount of regular union dues in writing. Any change in the amount will be effective no sooner than two (2) months from date of notification.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union acknowledges and recognizes that all matters concerning the management of the Employer's operation and the direction of the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, direct, classify, transfer, layoff, recall, promote, demote, discharge and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance as herein provided;
- c) Determine classifications, standards of performance, hours of work, work assignments, methods of doing work and the working establishment for any service;
- d) Determine the number of personnel required, services to be performed and the methods, procedure and equipment to be used in connection therewith;
- e) Determine the methods of training and the testing of employees in regard to skills, ability and qualifications;
- f) Make, enforce and alter rules and regulations to be observed by employees, the Union office and a Shop Steward will be notified of any changes prior to their implementation;
- g) The Employer has the right to require medical examinations of employees by a medical practitioner. There shall be no loss of wages as a result of attending the **new hire medical** examination and the employee will be reimbursed for any related fees or report costs.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01

The Union and the employees agree that during the term of this Agreement there shall be no strikes, shutdowns, slowdowns, stoppages of work or picketing of any kind or form whatsoever, however peaceful, or any acts of any nature which would tend to interfere with the Employer's operations.

4.02

The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 5 – UNION REPRESENTATION

5.01

The Employer acknowledges the right of the Union to appoint or elect from amongst the employees covered by this Agreement who have completed the probationary period, three (3) Stewards for the purpose of assisting employees in the processing of any grievance, which properly arises under the provisions of this Agreement. It is understood and agreed that only one Steward will conduct Union business, in accordance with 5.02 and 5.03 below, at any one time.

5.02

It is understood and agreed that the Steward has their regular work to perform on behalf of the Employer. However, should they be required to assist an employee in presenting a grievance during their regular work hours, they shall not leave their work without first obtaining the permission of their supervisor. When resuming their regular duties, they shall again report to their supervisor. Time spent by a Steward, assisting an employee in presenting a grievance shall be with pay.

5.03

The Chief Steward shall be allowed reasonable time to phone sick, injured or laid off employees to inform them of the existence of a job posting.

5.04

The Union shall notify the Employer of the names of the Stewards in writing and further agrees to promptly advise the Employer in writing of any change in same. The Employer shall not be obligated to recognize the Stewards prior to the receipt of same names.

5.05

At least one (1) bulletin board shall be maintained for the posting of rules and regulations of the Company and the Union notices to employees represented by the Union. All such Union notices

must be signed by the Union Representative and submitted to the Plant Manager before being posted.

5.06

A Union Representative may, with permission from the Company, have access to that portion of the Company's premises where Union members are employed, permission not to be unreasonably withheld.

ARTICLE 6 – SENIORITY

6.01

After an employee has an accumulated period of service of sixty (60) worked days with the Company, they shall be granted seniority, which shall date retroactively to the date they entered the employ of the Company. During the sixty (60) worked-day period, employees shall be on probation and if their performance is less than satisfactory, they may be terminated or, after discussion with the Union, their probation period may be extended for an additional thirty (30) working days by mutual consent between the Employer and the Union.

6.02

An employee shall lose all seniority and will be terminated by the Employer if they:

- a) Voluntarily quit the employ of the Employer.
- b) Are discharged and not reinstated.
- c) Are absent due to a layoff for more than twelve (12) months.
- d) Fail to report for work within two (2) working days (or five (5) working days if out of the country at the time) after the delivery of a notice of recall by registered mail to the last address of record with the Employer unless otherwise agreed between the Employer and the employee. A registered letter mailed to the last known address of the employee shall constitute reasonable effort at recall on the part of the Employer.
- e) Are absent for three (3) consecutive working days without providing a reason, in a timely manner satisfactory to the Employer – the Company will be fair and reasonable.
- f) Utilize a leave of absence for a purpose other than that for which it was granted.
- g) Fail to return to work upon the termination of an authorized leave of absence.
- h) Retire.

6.03

It shall be the duty of the employees to notify the Employer promptly of any change of address or telephone number. Should an employee fail to do so the Employer shall not be responsible for the failure of any notices, which may be required under the terms of the Agreement to reach an employee.

6.04

Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) When on an approved leave of absence with or without pay, that does not exceed sixty (60) calendar days, or for a longer period of time if conscripted by the Canadian Armed Forces.
- b) When on vacation leave.
- c) When absent due to personal illness or accident.
- d) When absent due to maternity leave as specified in the *Employment Standards Act*.
- e) When absent and receiving wage-loss replacement benefits from WCB.

6.05

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- a) When on an approved leave of absence with or without pay that exceeds sixty (60) days.
- b) When absent due to layoff for a period not longer than twelve (12) months.

6.06

Employees promoted to a position outside the bargaining unit will continue to accumulate seniority for a period of six (6) months. If an employee returns to the bargaining unit after the six (6) month period, they shall have the seniority of a new employee.

ARTICLE 7 – JOB POSTINGS

7.01

The Employer recognizes its responsibility to employees who have a long continuous service record. The Employer agrees to give consideration to the length of service of an employee for promotions within the bargaining unit, as herein after provided.

Continuous service, which will only be credited following the satisfactory completion of the probationary period, shall be determined for the purposes of this Agreement from the last date of employment with the Company.

7.02

Where the Employer determines to fill a permanent vacant job within a classification in the bargaining unit, the Employer will post notice of the vacancy for a period of three (3) working days to the next closest hour and the successful applicant will receive notice and a new rate of pay within fifteen (15) working days, after commencing work in the new position. (See Letter of Understanding.) The successful candidate's name will be posted for three (3) working days.

7.03

Where the Employer determines to fill a temporary vacancy or new classification the Employer will follow the intent of Article 7.01. A temporary vacancy will be defined as a requirement for not more than sixty (60) days unless mutually agreed upon for special circumstances. Temporary vacancies will not be posted. Upon completion of the time period stated above, if the position is deemed permanent, skill and ability acquired during the temporary position cannot be used to eliminate other applicants.

7.04

Any such employees shall be considered on the basis of their skill, ability, qualifications, performance record, potential and experience. If two (2) or more employees are so qualified, the senior employee shall be awarded the job.

7.05

Employees who are employed in a class 1 (one) position, will not be eligible to apply for positions until they have completed 2 (two) full years of service in their respective role. Employees who are employed in a class 2 position, will not be eligible to apply for positions until they have completed 1 (one) full year of service in their respective role.

Class 1 – Winder, 3PH Assembler, Welder, Emergency Support, CNC Programmer, Cut + Form.

Class 2 – Painter, Material Handler, Yardman, Stacker, Coil Prep, Coil Press + Winder Set-up, Assembler, Finisher, Paper cutter, Powder Coat, C2C, Lidder, Blast Operator, Paint shop Operator, Repair + Floater.

7.06

If no employee in the bargaining unit is qualified to satisfactorily perform the requirements of the specific job, the Company may select any employee from inside the bargaining unit for training or appoint a qualified employee from outside the bargaining unit or hire a new employee.

7.07

Any employee who has completed their probationary period may grieve a failure to be promoted in accordance with the provisions of this Section, as appropriate. If the grievance proceeds to Arbitration, the Arbitration Board shall be limited to determination of whether in the administration of this Section, the Company has been arbitrary, discriminatory or capricious. Where the Arbitration Board so finds for the Union, the award may include compensation for the difference between the wages earned and the wages that would have been paid to the grievor who should have been awarded the posting.

7.08 – Training and Education

- a) Where the Employer requires an employee to attend a training course or seminar, the Employer will cover the cost of the program, including pay for the employee at their regular daily rate of pay to a maximum of eight (8) or ten (10) hours per day for all time spent attending the course or program.
- b) Notwithstanding training programs and courses referred to elsewhere in this Agreement, employees may make application to the Employer for financial assistance to attend an educational course. Once approval has been granted, the employee will be reimbursed no less than 50% of the cost of tuition fees and required materials upon successful completion.

ARTICLE 8 – LAYOFF AND RECALL

8.01

In the event that a reduction in the workforce is required, the Employer shall layoff employees in the reverse order of their seniority, provided that, in the opinion of the Employer, the skill, ability, experience and qualifications of the employees concerned are equal.

8.02

Subsequent to Section 8.01, in the event that a reduction in the workforce in a classification is required, the Employer shall reposition employees in the reverse order of their seniority, provided that, in the opinion of the Employer, the skill, ability, experience and qualifications of the employees concerned are equal, subject to a one-week period of familiarization in the new job.

8.03

When recalling employees, whose period of layoff has not exceeded twelve (12) months, all reasonable efforts will be made to recall first those employees last to be laid off, provided that, in the opinion of the Employer, the employee to be recalled has the skill, ability, experience and qualifications to do the work to which they are assigned.

8.04

The Employer will not be obligated to apply the provisions of this Article when laying off employees on a temporary basis of up to one (1) week.

8.05

The Employer agrees that persons who are not within the description of the bargaining unit will not perform work to the extent that their performance of such work directly results in the immediate subsequent layoff of a bargaining unit employee.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

It is the mutual desire of the parties to this Agreement that a complaint of an employee shall be resolved as promptly as possible. It is understood that there is no grievance until the employee has first discussed the complaint with their immediate supervisor. Failing settlement, any complaint or grievance arising under this Agreement relating to the interpretation, application or alleged violation of the Agreement shall be processed and dealt with in accordance with the terms and provisions set forth in this Article. Unless otherwise mutually agreed to by the parties, time shall be of the essence in the case of all grievances.

STEP 1

The employee and a Shop Steward shall submit a signed written grievance on official Union stationery to the Production Manager or designate within five (5) working days after the circumstances giving rise to the grievance. The remedy sought, and the Sections of the Agreement, which are alleged to have been violated, shall be set out in the grievance letter. Any grievance not submitted within the time limits provided herein shall be deemed to be null and void. The Production Manager or designate shall deliver their decision in writing within five (5) working days following the day on which the grievance was presented to them. Failing settlement, then:

STEP 2

Within five (5) working days following the decision under Step 1, the employee and Shop Steward shall submit the written grievance to the Plant Manager or designate. The Plant Manager or designate will contact the union representative by telephone upon receipt of the Step 2 grievance to arrange a date and time to meet the grievor and the steward to review the grievance. The Union Representative or their designate may be present at this meeting. A decision in writing shall be rendered within ten (10) working days from the date on which the grievance meeting was convened.

In the event the decision of the Plant Manager is not satisfactory to the grievor, the Union may refer the matter to Arbitration. In the alternative, the matter may be referred to an agreed upon “Trouble-Shooter” (see Letter of Understanding) by mutual agreement for mediation or final binding resolution. If no written request for Arbitration is received within fifteen (15) working days from the date of the decision under this Step and during that time no agreement is reached with respect to the use of a “Trouble-Shooter”, the grievance shall be deemed to be abandoned.

It is agreed that a grievance arising directly between the Employer and the Union shall be originated by either party under Step 2 above within three (3) working days after the circumstances giving rise to the grievance have occurred or originated and the time limits set out with respect to that step shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employees.

For the purposes of the Article the words “working days” shall not include Saturdays, Sundays and paid holidays.

STEP 3

Failing resolution of the difference of dispute at Step 2, the matter may be referred to a Board of Arbitration constituted under the provisions of the *Labour Relations Code*. Arbitration proceedings must be commenced within sixty (60) calendar days after the failure of settlement at Step 2. The said Board shall consist of a single Arbitrator who shall be agreed to by both parties or, failing agreement, to be appointed by the Labour Relations Board at the request of the parties to this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties.

Each party shall pay one-half (1/2) of the fees and expenses of the Board of Arbitration or Trouble-Shooter if appointed. The Board of Arbitration or Trouble-Shooter shall complete its sitting and hand down its award within thirty (30) days of its appointment, except that this time may be extended with the mutual consent of the Employer and the Local Union.

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof and, in reaching its decision; it shall be bound by the terms and conditions of this Agreement.

Discharge/Suspension/Grievance

If an employee believes they have been unjustly suspended without pay, or discharged, the matter shall be taken up with the Plant Manager or designate as a special grievance at Step 2 of the grievance procedure, within three (3) working days of the suspension or discharge. The Shop Steward, and in the absence of a Shop Steward, another member of the bargaining unit shall be present when a member of the bargaining unit is suspended or discharged. Either party may refer a grievance to a settlement officer as per Section 87 or Section 104 of the *Labour Relations Code*.

ARTICLE 10 – LEAVE OF ABSENCE

10.01

The Employer, in its sole discretion, may grant a leave of absence without pay for legitimate personal reasons provided at least a one (1) month advance written request is made to the Employer clearly stating the reasons(s) for the request and the proposed duration. Such advance written request may be waived in the case of emergencies.

10.02

The Company, upon receiving four (4) weeks' notice in writing from the Business Manager or designate of the Local Union, agrees to grant leave of absence without pay for a pre-specified period of time of not more than one (1) employee for full-time service with the Local Union.

10.03

Union Steward(s) shall be granted leave of absence without pay to attend Union business for a total not to exceed ten (10) days in any one calendar year. At least two (2) weeks' written notice will be given in advance of said leave.

10.04

Not more than two (2) employees who are members of the Joint Health and Safety Committee shall be granted one (1) approved leave of absence, to a maximum of five (5) consecutive days, per year, without pay, to attend union-organized health and safety training. At least two (2) weeks written notice will be given in advance of said leave and the said leaves of absence shall not be simultaneous with leaves of absence pursuant to Section 10.03.

10.05

The Employer agrees to comply with the requirements of the *Employment Standards Act* in respect to Maternity Leave, Parental Leave for Birth and Adopting Parents, Family Responsibility Leave and Jury Duty.

10.06

An employee with seniority will be granted up to five (5) days leave of absence with pay in order to make necessary arrangements and to attend the funeral due to the death of an immediate family member. The employee's immediate family shall be considered to mean employee's Spouse, Common Law Spouse, Same Sex Partner, Children, Mother, Father, Mother-in-Law, Father-in-Law, Brother, Sister and Grandchildren. An employee with seniority will be granted two (2) days leave of absence with pay to attend the funeral of their Brother-in-Law, Sister-in-Law, Grandparents or Spouse's Grandparent. Pay will be at the employee's straight-time rate of pay, exclusive of premiums and payment will only be made in respect of absence from work on the employee's regular work days.

In lieu of the foregoing, if an employee is absent from work on a regular workday and loses pay to attend a memorial service for any of the employee's immediate family, they shall be reimbursed at their straight-time rate of pay, exclusive of premiums, for regular hours lost to a maximum of eight (8) or ten (10) hours.

10.07

Upon return from leave of absence, the employee will be returned to the job held prior to the leave of absence or a similar job, if the prior job held by the employee no longer exists, unless the employee would have been removed from that job for just cause.

10.08 Leave for Jury Duty - Witness Duty

- a) Employees will be granted time off due to jury duty, coroner's inquest, court witnesses civil or criminal, and will be carried on the payroll with pay. The provisions of this clause shall not apply to any employee who, of their own volition, directly or indirectly has an interest in the Court proceedings.
- b) The Company will compensate an employee for the actual loss of pay when they appear as a witness before any Court, Board, Commission or Administrative Tribunal to testify on matters related to their work or employment with the Company.
Note: Witness: Means a person called by subpoena as a witness to testify under oath or affirmation before one of the above mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.
- c) On receipt of payment from the court for such duties, the employee must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the Court specifically for meals, travel and other such expenses) to a maximum of five (5) working days.
- d) The employees pay will be reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel and other such expenses).
- e) Time off to attend these proceedings shall be without loss of seniority.

ARTICLE 11 – BENEFIT PLANS

11.01

The Employer agrees to continue the benefit plan as stated in Appendix B. If the Employer changes to a different carrier, the Employer agrees to continue the same level of benefits in force at the time of signing this Agreement.

11.02

It is agreed that the application of the benefit plans relating to the life insurance, accidental death and dismemberment insurance, dependent life insurance, and long-term disability insurance, shall continue in respect to the employees in conformity with past practice.

11.03

Any dispute over payment of benefits under such benefit plans shall be adjusted between the employee and the insurer concerned. The Employer will use its best efforts to adjust and settle any such dispute. The administration of such benefit plans are not part of the Collective Agreement and are not themselves subject to the grievance procedure or arbitration provisions of this Agreement.

ARTICLE 12 – HEALTH AND SAFETY

12.01

The Employer and the Union recognize their mutual interest in health and safety and agree to comply with the *Workers' Compensation Act* and Regulations for the province of British Columbia.

A representative of the Union will be entitled to use the Company's fax machine for purposes of faxing minutes of Safety Committee meetings to the Union within five (5) days of such meetings.

12.02

Employees shall observe all Company safety rules and failure to do so will be valid cause for disciplinary action up to and including dismissal. The Company agrees that prior to any change in the Company's safety rules the Union will be notified.

12.03

- a) Safety shoe allowance: \$100.00 per **calendar year with a 1-year carry over. Employees must complete one year service before they are eligible for this allowance. To purchase your safety boots you must obtain a "boot voucher" from the payroll department. Take this voucher to any Mark's Work Warehouse store and put it towards your purchase of boots. You will be required to pay any amount over your allowance stated on your voucher.**

- b) Employees may be eligible for additional safety shoe allowance if the worn out boots are returned to the Employer and they work in the positions of Assembly or Repair.

12.04

Protective clothing will be supplied to employees whose duties are particularly hard on clothing.

Laundering or replacement of work clothing of employees whose duties are particularly hard on clothing will be provided by the company. The company will retain its discretion to determine which employees, and in which jobs, are “particularly hard on clothing” and when laundering or replacement is reasonably necessary.

12.05

If an employee is injured to such an extent that they are obligated to cease work, their wages will continue for the balance of the day that they were injured.

12.06

The Company shall furnish transportation to the nearest suitable doctor or hospital for any employee injured or who becomes seriously ill while on the Company’s premises.

ARTICLE 13 – HARASSMENT FREE WORKPLACE

13.01

The Company and the Union recognize the social, ethical and legal responsibility for eliminating harassment in the workplace. Both parties are committed to provide a work environment where all employees are treated with respect and dignity by management, fellow employees and customers.

13.02

In accordance with the *B.C. Human Rights Act*, all employees must be free from discrimination on the basis of race, colour, ancestry, place of origin, religious/political belief, marital status, family status, physical or mental disability, sex and sexual orientation.

13.03

Any act of harassment will not be tolerated in the workplace and may result in a requirement for education and/or discipline, up to and including discharge.

ARTICLE 14 – WAGES, HOURS OF WORK, OVERTIME, REST PERIODS AND RRSP

14.01

The rates of pay shall be as set forth in Appendix “A” Wage Rates attached hereto.

14.02

The normal hours of work will be as follows:

Day Shift:	6:00 am – <u>4:30</u> pm Monday to <u>Thursday</u>
Afternoon Shift:	<u>4:00</u> pm – <u>4:30</u> am Monday to <u>Wednesday</u> <u>4:00 pm – 8:30 pm Thursday</u>

The above hours of work may be changed by the Employer, either on a temporary or permanent basis, provided reasonable notice is given to the Union and affected employee. Reasonable notice of a permanent change would be no less than two (2) weeks except by mutual agreement.

14.03 - New Classifications

In the event the Company introduces or the Union considers the Company has introduced a new classification of work or changes the work content of any existing classification, the Company agrees to notify the Union that such new classification has been introduced or that such change has been made, and agrees to negotiate with the Union the appropriate wage rate and working conditions for such new or changed classification. If the parties are unable to agree upon such work rate and working conditions, both parties agree to submit the question of establishing such wage rate and working conditions to a Board of Arbitration. The Board shall decide such question with a fair view to fixing a wage rate and working conditions consistent with those currently in effect for other classifications of employees of the Company. The decision of the Board shall be final and binding upon the parties for the remainder of the term of the Agreement.

14.04 – Overtime Rates

- a) The basic workweek shall be forty (40) hours consisting of five (5) days, eight (8) hours per day, or four (4) days, ten (10) hours per day.
- b) Employees who regularly work eight (8) hour shifts will be paid overtime at the rate of time and one-half (1.5) for hours worked in excess of eight (8) hours in one day. Employees who regularly work ten (10) hour shifts will be paid overtime at the rate of time and one-half (1.5) for hours worked in excess of ten (10) hours in one day.
- c) Any employee who works in excess of eleven (11) hours in one day, or forty-eight (48) hours in one week, will be paid double time (2 x) for all additional hours worked.
- d) Where overtime work is necessary, the Company shall make every effort to see that such overtime is distributed on a fair and equitable basis to the qualified employees in that classification. Senior employees will have the first right of refusal, but if someone is overlooked, there shall be no right to compensation.

14.05

An employee reporting for work, unless previously notified not to report, shall be guaranteed four (4) hours pay or four (4) hours work at his regular hourly rate, except by mutual agreement.

14.06

If an employee is called back to work after they have gone home for the day, they shall receive a minimum of four (4) hours pay at the straight-time rate, or actual hours worked at time and one-half (1.5), whichever is greater.

14.07 – Rest Periods

Employees shall be entitled to a one-half (1/2) hour unpaid meal period and two (2) fifteen (15) minute rest periods when scheduled to work an eight (8) hour or longer shift. Employees working overtime of two (2) hours or longer will be entitled to an additional fifteen (15) minute rest period at the conclusion of their regular shift, and an additional fifteen (15) minute rest period where the overtime period exceeds three (3) hours.

14.08 – Group RRSP Contributions

- a) For employees with one (1) year of seniority the Company will contribute the applicable percentage of gross earnings as per the chart below to an individual self-directed RRSP administered by the Union.
- b) Employees will be required to contribute a minimum of three (3%) percent of their earnings into the group retirement plan. Employees will have the option of contributing additional voluntary retirement payments up to the maximum allowable under the Canada Revenue Agency Act.

<u>January 1st 2016</u>	<u>January 1st 2017</u>
3%	3%

ARTICLE 15 – VACATIONS AND STATUTORY HOLIDAYS

15.01

- (a) Employees will be entitled to vacation as follows:
 - (i) Less than one (1) year of service: 4% of gross earnings.
 - (ii) Two (2) weeks with one (1) year of service.
 - (iii) Three (3) weeks with five (5) years of service.
 - (iv) Four (4) weeks with fourteen (14) years of service.
 - (v) Five (5) weeks with twenty(20) years of service.

(b) Each week of vacation will be paid at two percent (2%) of the employee's gross earnings during the previous twelve (12) months.

(c) Vacation pay must be paid to an employee on the employee's regularly scheduled payday.

15.02

The Company will provide the following holidays, payable at the employee's regular hourly rate.

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

15.03

Any work performed on a Statutory Holiday will be paid at time and one-half (1.5) the employee's normal rate of pay and, in addition, the employee shall receive holiday pay for the holiday or, at the employee's option, will take another day off with pay to be scheduled by mutual agreement between the employee and the Employer.

15.04

All Statutory Holidays will be counted as hours worked for the purposes of this Agreement.

ARTICLE 16 – TECHNOLOGICAL CHANGE

With regard to the seniority provisions of this Agreement, the Company will give technologically displaced employees preferential consideration to be trained in new skills for other jobs that may be required of employees in the bargaining unit provided such employees have the requisite qualifications and experience for such training. Any employee not possessing the qualifications or experience for such training will be laid off and paid severance pay as per the *Employment Standards Act*.

ARTICLE 17 – NOTICE OF LAYOFF

17.01

Notice of long-term (more than three (3) months) layoff shall be provided as follows:

- a) One (1) weeks' notice after three (3) consecutive months of employment;
- b) Two (2) weeks' notice after twelve (12) consecutive months of employment;

- c) Three (3) weeks' notice after three (3) consecutive years of employment, plus one additional week for each additional year, to a maximum of eight (8) weeks; notice, or payment in lieu thereof.

17.02

Notice of short- term layoff shall be no less than five (5) working days.

17.03

Where an expected short-term layoff exceeds three (3) consecutive months, the laid off employee shall have the option to voluntarily quit their employment, and receive wages in lieu of notice for the difference between the notice of layoff they received and the notice of long-term layoff to which they were entitled under 17.01 above.

ARTICLE 18 – EFFECTIVE DATE, TERMINATIONS, AMENDMENTS AND SUBSTITUTIONS

18.01

Any of the conditions of this Agreement may be amended at any time if both parties agree such amendment is desirable.

18.02

This Agreement shall be in full force and effect from and including **March 30, 2016** until **March 29, 2019** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals through their respective officers.

Dated this _____ day of _____, 2016.

SIGNED BY THE COMPANY
CAM TRAN PACIFIC
(A Division of Cam Tran Co. Ltd.)

SIGNED BY THE UNION
LOCAL UNION 258 OF THE IBEW

KYLE CAMPBELL
Owner

DOUGLAS S. McKAY
Business Manager and
Financial Secretary

APPENDIX “A” - WAGES

Pay Level	Position(s)	03/29/ <u>16</u> <u>1.4%</u>	03/29/ <u>17</u> Wage Reopener
Class 1	<u>Winder, 3PH Assembler, Welder, Emergency Support, CNC Programmer, Cut + Form.</u>	<u>\$19.94</u>	
Class 2	<u>Painter, Material Handler, Yardman, Stacker, Coil Prep, Coil Press + Winder Set-up, Assembler, Finisher, Paper cutter, Powder Coat, C2C, Lidder, Blast Operator, Paint shop Operator, Repair + Floater.</u>	<u>\$17.52</u>	

New Employees receive the pay level appropriate for their classification less \$1.00 per hour during their first year of employment.

Students and Part-Time Employees receive the pay rate appropriate for their classification less \$2.00 per hour.

First Aid Premium. The Employer shall designate one (1) employee per shift who has a valid First Aid Certificate to receive a premium of one dollar (\$1.00) per hour for all hours worked.

APPENDIX “B” – BENEFIT OVERVIEW

Life Insurance

One (1) year basic earnings based at forty (40) hours per week at regular hourly rate or basic yearly salary (maximum **\$308,000.00 excluding overtime and profit-sharing**).

Accidental Death and Dismemberment

Equal to Life Insurance amount.

Dependent Life

Spouse \$8,000.00 – Child \$4,000.00.

Long-Term Disability

Monthly premium cost is paid by the employee. Benefit is calculated at **sixty-six point seven percent (66.7%)** of monthly basic earnings up to a maximum benefit of **\$5,800.00**.

Prescription Drugs

One hundred percent (100%) coverage from \$0.00 to \$500.00; eighty percent (80%) co-insurance thereafter. No cap on drug coverage claims. Employees pay all dispensing fees and twenty percent (20%) of claims over \$500.00 per year at the time of purchase.

Out of Province/Country

One hundred percent (100%) coverage **to a maximum of \$5,000,000.00** on the out of country medical emergencies. **Fifty percent (50%) coverage of \$3,000.00 every three (3) calendar years on non-emergency expenses.** **Coverage is only valid within the first 90 days you are out of the country.**

Extended Health Care-Emergency Transportation, Audio, Medical Items, Paramedical Services and Dental Accident

Eighty percent (80%) co-insurance.

Paramedical Services

Physiotherapist	\$300.00 maximum per year.
Clinical Psychologist	\$300.00 maximum per year.
Speech Therapist/Pathologist	\$300.00 maximum per year.
Osteopath	\$300.00 maximum per year.
Podiatrist	\$300.00 maximum per year.
Chiropractist	\$300.00 maximum per year.
Christian Science Practitioner,	\$300.00 maximum per year.
Naturopath	\$300.00 maximum per year.

Acupuncturist \$300.00 maximum per year.
Registered Massage Therapist &
Chiropractor \$300.00 maximum combined per year.

Hospitalization

Ward Coverage.

Private Duty Nursing

No Private Duty Nursing.

Vision

The employee is entitled to four hundred dollars (\$400.00) per four (4) years. This benefit is self-insured by the company. All claims must be paid by the employee to the provider and then the original receipt submitted to the payroll department for reimbursement using the Health & Welfare Vision Care Reimbursement Form. The benefit period will be based on calendar years January 1st to December 31st each year.

Dental Care

Eighty percent (80%) co-insurance \$1,000.00 per year per person maximum, twelve (12) month recall.

Prescription Dispensing Fees and Co-Pays

Dispensing fees and employee twenty percent (20%) co-pay is to be paid by the employee at the time of purchase.

LETTER OF UNDERSTANDING NO.1

TROUBLE SHOOTERS

RE: CAM TRAN PACIFIC

The three trouble-shooters agreed to by the parties have accepted their appointments. They are:

- | | |
|-------------------|----------|
| 1. Wayne Moore | 875-8592 |
| 2. John McConchie | 685-3440 |
| 3. Joy Bischoff | 464-1521 |

SIGNED BY THE COMPANY
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SIGNED BY THE UNION
LOCAL UNION 258 OF THE IBEW

KYLE CAMPBELL
Owner

DOUGLAS S. McKAY
Business Manager and
Financial Secretary

Date

Date

LETTER OF UNDERSTANDING NO. 2

Salaried Employees

Salaried employees required to work overtime hours will have their salary pro-rated and will be paid the appropriate wage rate in accordance with Article 14.

WHMIS Worker Education

The Employer must ensure that general **WHMIS** education as it pertains to the workplace is provided to workers on the:

- a) elements of the **WHMIS** program;
- b) major hazards of the controlled products in use in the workplace;
- c) rights and responsibilities of the Employer and the workers; and
- d) contents on the labels and MSDSs, and the significance of this information.

Joint Health and Safety Committee

There shall be a Joint Health and Safety Committee in accordance with the *Workers' Compensation Act of B.C.* The Committee will consist of two employee representatives and two management representatives. Copies of the *Act* and Regulations will be available to all employees.

Part-Time and Student Employees

The parties agree that the Employer may employ part-time and student employees. Such employees will be covered by all provisions of the Collective Agreement except for the following:

Article 6 – Seniority

Article 7 - Job Postings

Article 8 - Layoff and Recall

Article 10 - Leave of Absence

Article 11 - Benefit Plan

Article 12.03 - Safety Shoe Allowance

Article 14.04 (a) - Basic Work

It is understood and agreed that student and part-time employees may be scheduled less than eight (8) hours per day and/or less than forty (40) hours per week. Leaves of absence, vacations and statutory holiday pay shall be in accordance with the *Employment Standards Act of B.C.*

Exclusions

It is agreed that, as at the date of execution of this Agreement and this Letter of Understanding No. 2, the positions of Customer Compliance Leader, Flow leader, Mission Assurance Auditor, Sale Representative, Production Trainer, Senior Electrical Innovation Leader, Senior Quality Systems Leader, Local Operations Leader, Process Improvement Leader, Administrative Assistant, and Maintenance will not be part of the bargaining unit. It is further agreed that. It is further agreed that throughout the term of this agreement, the employer in its sole discretion, may create additional salaried positions which will not become part of the bargaining unit.

Trouble-Shooters

As an alternative to formal Arbitration, the parties may by mutual agreement refer an unresolved grievance to a named Trouble-Shooter. (See Step 2, Article 9).

The Union and the Employer will agree by letter within thirty (30) days of ratification of this Agreement, to a list of three Trouble-Shooters.

In the event of a referral to this process, the first name on the list shall be contacted, and if available within thirty (30) days to investigate the dispute and recommend resolution, shall be appointed. If not available, the next name on the list will be contacted and if available, shall be appointed. If none of the three are available to resolve the matter within thirty (30) days, the name available soonest shall be appointed. The name of the Trouble-Shooter appointed to resolve a dispute would fall to the bottom of the list for the next referral to this process.

The Trouble-Shooter may make any enquiries they deem necessary, may try to mediate the dispute, or conduct a hearing if, in their opinion, it is appropriate. The Employer and the Union have agreed not to use legal counsel to represent them in these proceedings.

Unless previously agreed otherwise, the parties agree to be bound by the recommendations of the Trouble-Shooter and that when implemented the recommendations represent full and final resolution of the grievance giving rise to the appointment of the Trouble-Shooter.

Job Postings

It is expressly understood and agreed that Article 7.02 does not apply where vacancies occur at **Class 2**.

In the event that a **Class 2** position is vacated by an employee who has successfully bid into a position of a higher classification, any other employee within the bargaining unit may submit an expression of interest to fill the vacated position. The Employer may in its absolute discretion award to any such employee who expressed interest.

This Letter of Understanding shall in no way fetter the discretion of the Employer to fill such a vacated position in any manner it sees fit and in no circumstances shall the Employer's exercise of discretion in this regard be the subject of a grievance by any member of the bargaining unit.

Job Posting – Probationary

In the event an employee posts into a position and fails to pass his or her probation period in that new position, the Employer will make reasonable efforts to reposition the affected employee elsewhere within the bargaining unit.

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