

# **COLLECTIVE AGREEMENT**

**Between**

**LE-RON PLASTICS INC.**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION (CAW - CANADA)  
LOCAL 114**



Effective September 15, 2010 to September 14, 2013

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## **ARTICLE 1 – RECOGNITION**

### **1.01 Bargaining Recognition**

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 1.02 hereof, for the purpose of establishing rates of pay, hours of work and other conditions of employment.

### **1.02 Bargaining Unit Defined**

The term “employee” as used in and for the purpose of this Agreement shall include all employees of the Company except those employees excluded by the certification issued by the Labour Relations Board of British Columbia, those employees excluded under the Labour Relations Code of British Columbia and those employees excluded by the agreement of the Parties.

### **1.03 Bargaining Unit Work**

The Company agrees that persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in bargaining unit work or on any jobs for which the bargaining unit has an established classification and wage rate except to perform work caused by unscheduled employee absences from the workplace or to provide relief for breaks or for the purpose of instructing employees, demonstrating proper methods and procedures of performing work operations, experimenting, developing and testing of new products or processes, or in the case of emergencies. As well as the foregoing, the Union agrees that non-bargaining unit personnel may perform bargaining unit work during peak periods of time, provided that no bargaining unit employee will be laid off as a direct result of the performance of such work.

### **1.04 Work Retention and Sub-contracting**

When the Company’s facilities, space and trained personnel are available, the Company shall continue to have all work which can be performed by its employee’s performed by members of the bargaining unit. Notwithstanding the foregoing, the Union agrees that the Company can continue to contract out work which is currently or normally contracted out, provided that no bargaining unit employee shall be laid off directly due to contracting out.

### **1.05 No Other Agreement**

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union recognizes that the Company has the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) Hire, direct, classify, transfer, lay-off, and recall employees;
- (c) Discharge, suspend or otherwise discipline employees, provided that such discharge, suspension or discipline is for just and reasonable cause;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

**2.02** The Company agrees that such rights and powers will be exercised in a manner consistent with the terms of this Collective Agreement. Any allegation that the exercising of these rights and powers are in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Union Dues Deductions**

- (a) Deductions Forwarded

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues and/or assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the local Union prior to the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof.

(b) **Cheques Made Out to Local**

Cheques shall be made payable to the local Union Secretary-Treasurer and forwarded to the local Union.

(c) **Check-off Authorization**

The Company agrees to have all present and future employees covered by this Agreement, as a condition of employment, sign and maintain the check-off authorization form as supplied by the Union, authorizing the Company to implement the provisions of Article 3.01(a) and (b) hereof. Deductions for new employees will start after they have worked five (5) days.

**3.02 Union Membership Maintained**

(a) Any employee hired prior to or as of the date of the Union's certification who has joined the Union or who subsequently voluntarily joins the Union, shall remain a member in good standing as a condition of employment. Any employee hired subsequent to the effective date of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. The term "good standing", as used herein, refers only to, and is limited to the member employee's compliance with the provisions of 3.01 above. The Company will not be required to discharge any employee for reasons other than the non-payment of Union dues or assessments, uniformly required, of all members of the bargaining unit.

(b) The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with any of the provisions outlined in (a) above.

(c) **New Employees**

All new employees, immediately upon being hired, will be instructed to report to the Shop Steward and will be required to complete membership application. The Shop Steward shall be allowed fifteen (15) minutes during work hours to familiarize the new employee(s) with the terms and conditions of employment.

**3.03 Notification to the Union Prior to Hiring**

The Company has the right to hire and select new employees. The Company agrees to notify the Union seventy-two (72) hours in advance, via facsimile, of any vacancies in the Bargaining Unit which may be filled from outside the Bargaining Unit, in order to provide the Union with an opportunity to dispatch suitable applicant(s).



### **3.04 Access to Company Premises**

The Union Representative(s) shall be allowed access to the Company's premises, during normal business hours, upon receiving permission from Management, for the purpose of attending to routine Union business. Such permission shall not be unreasonably withheld.

### **3.05 Shop Steward Recognition**

Area Shop Stewards selected by the Union and recognized by the Company shall be allowed time off during working hours to be provided for the investigation and discussion of submitted grievances. The maximum number of Stewards shall be three (3). The Shop Steward(s) shall make arrangements for any such time off with his/her Supervisor. When the Company finds it necessary to layoff or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge.

### **3.06 Notification to the Union Prior to Certain Changes**

The Company agrees to notify the Shop Steward in writing, prior to discharging, laying off, transferring, promoting or demoting any employee or when an employee is assigned to act as a lead hand or charge hand or when such assignment is rescinded.

### **3.07 No Discrimination for Union Activity**

The Company, or a person acting on its behalf, shall not discharge, suspend, transfer, layoff or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's activity in the Union.

### **3.08 Bulletin Boards**

The Union will have the exclusive use of two (2) bulletin boards provided by the Company, one (1) in the lunchroom, and one (1) in the plant, for the purpose of posting official Union notices which may be of interest to Union members. All such material can only be posted by a Shop Steward and only upon the authority of the Executive Committee of the Union. The Union agrees that the bulletin boards shall not be used for the posting of material not directly related to Union business, or for the posting of information or notices detrimental to the Company or its business.

### 3.09 Union Label

The Company, when requested by a customer or due to job site requirements, agrees to affix the Union label to some articles produced in the Plant in accordance with the terms of the Logo issued by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada). The Logo shall read - CAW - Canada Union Made. The Company will advise the Union in writing of each job where the Union label is required and the Union shall supply a sufficient quantity of Union labels. The Company will be invoiced twice yearly for the cost of labels.

### 3.10 Quarterly Union Visits

Upon no less than two (2) weeks' notice, the Company will grant the Union access to its premises four (4) times per year so as to allow access to its members during working hours. The employer will provide suitable space for the Union Representative to conduct private meetings. The Union agrees not to disrupt employee work assignments unless otherwise authorized by the Employer and to meet at times that are least disruptive to the Employer's business (e.g.: coffee breaks, lunch). The Union further agrees to limit these visits to no longer than four (4) hours per visit.

## ARTICLE 4 - HOURS OF WORK

### 4.01 Definitions

#### (a) Work Day – 8 Hour Shifts

Defined as eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. The present starting and stopping times allow for employees ending their shifts twenty (20) minutes early in lieu of taking two (2) ten (10) minute paid breaks during the shift. These starting and stopping times can only be changed by mutual agreement, **however; Shipping/Receiving team start times can be varied to commence as early as 7:00 a.m. and end as late as 6:00 p.m. to meet customer demand. Shipping employees covered by this clause will be provided training in order to exercise seniority shift preference (as per Clause 4.04). Changes to personal schedules relating to improvements in customer service in Shipping/Receiving will be made in accordance with Clause 4.06 (b) for planned absences."**

<b>Day Shift</b>	<b>7:30 a.m. - 3:40 p.m.</b>
<b>Afternoon Shift</b>	<b>3:30 p.m. - 11:40 p.m.</b>
<b>Night Shift</b>	<b>11:30 p.m. - 7:40 a.m.</b>

**Upon the Employers approval, an employee may choose not to take his/her lunch period, so that he/she may leave thirty (30) minutes early from his/her shift.**

(b) **Work Week - 8 Hour Shifts**

Defined as forty (40) hours between Monday and Friday. This shall not restrict the Company from operating a Night Shift commencing at **11:30 p.m. Sunday and ending at 7:40 a.m. on Friday morning or a night shift commencing at 11:30 p.m. Monday ending at 7:40 a.m. on Saturday morning.**

**4.02 Meal Period**

The meal period shall be scheduled near mid shift. If the Company requires an employee to be available for work during a meal period such meal period shall be rescheduled immediately after the completion of the work.

**4.03 Wash-up Time**

Employees shall be allowed five (5) minutes to return tools, clean their work station, and/or wash-up time at the end of their shift.

**4.04 Afternoon and Night Shift**

Where an afternoon and/or night shift is in operation, wherever possible, the Company will schedule employees to the afternoon or night shift on a seniority preference basis, subject always to the Company's rights to assign employees having the qualifications, skill and ability for the work requirements of the afternoon and/or night shift.

**4.05 Shift Premiums**

Effective September 15, 2005, a shift premium of fifty cents (\$0.50) per hour will be paid for all hours worked on the afternoon shift and eighty cents (\$0.80) per hour will be paid for all hours worked on the night shift. Effective September 15, 2006, a shift premium of ninety cents (\$0.90) per hour will be paid for all hours worked on the night shift.

**4.06 Notice of Shift Change**

(a) The Company agrees to give as much notice as possible, and in no case less than twenty-four (24) hours, to any employee on a change of shift. Where twenty-four (24) hours' notice is not given, all hours worked on the first changed shift will be paid at overtime rates. Notwithstanding the foregoing, when notice is being given for a shift change effective on a

Monday morning, notice shall be given no later than noon on the previous Friday.

(b) Notice of 2<sup>nd</sup> or 3<sup>rd</sup> Shift Commencing

The Company agrees to give as much notice as possible, and in no case less than four (4) working days notice (excluding weekends and holidays) to any employee where the Employer decides to implement a 2<sup>nd</sup> or 3<sup>rd</sup> shift. Where four (4) working days notice (96 hours) is not given, all hours worked on the first changed shift will be paid at overtime rates.

**4.07 Minimum Pay**

- (a) An employee who is scheduled for work and on reporting does not commence work due to reasons beyond his/her control, shall be entitled to two (2) hours' pay at his/her regular wage rate. This shall not apply if the Company gives reasonable notice cancelling the scheduled work.
- (b) An employee who commences work on his/her shift shall receive a minimum of four (4) hours' pay at his/her regular wage rate, except where work is suspended because of inclement weather or other reasons completely beyond the control of the Company, in which case a minimum of two (2) hours' pay at his/her regular wage rate shall apply.

**ARTICLE 5 - OVERTIME**

**5.01 Definition**

Time worked in excess of forty (40) hours per week or eight (8) hours per day shall be considered overtime. For the purpose of calculating weekly overtime, **statutory holidays, and hours lost to a day of injury shall be considered as time worked.**

**5.02 Overtime Rates - 8 Hour Shifts**

- (a) Overtime shall be compensated at one and one-half (1 ½) times the regular wage rate for all hours worked in excess of eight (8) in a day and two (2) times the regular wage rate for all hours worked in excess of ten (10) in a day.
- (b) Overtime shall be compensated at one and one-half (1 ½) times the regular wage rate for all hours worked in excess of forty (40) in a week and two (2) time the regular wage rate for all hours worked in excess of forty-four (44) in a week. For the purpose of calculating weekly overtime,

only the first eight (8) hours worked by an employee in each day are counted.

### 5.03 Overtime Distribution

- (a) The Company agrees that opportunities for overtime shall be distributed equitably, on a rotation basis, among employees in a particular job classification. Employees shall have the prerogative of working or not working the offered overtime.
- (b) The Company agrees that daily overtime shall ordinarily be requested the day before the overtime is required. Weekend overtime shall ordinarily be requested by noon on Friday of the same work week.
- (c) Employee(s) who agree to work the offered overtime will be required to work the overtime. Employee(s) exercising their prerogative pursuant to 5.03(a) above, who refuse the offered overtime will have the number of hours of overtime offered marked on the Overtime Distribution Sheets as "R" - Refused.
- (d) Overtime shall normally be voluntary. However, it is agreed, that in order to meet unexpected or unforeseen customer requirements, the junior employee in the classification required may be assigned the overtime if an insufficient number of employees volunteer for the overtime.

### 5.04 Overtime Meal Period

When an employee is requested to continue to work three (3) hours or more beyond his/her regular eight (8) hour shift, he/she shall be given one-half (1/2) hour paid meal period.

### 5.05 Overtime Bank

- (a) An employee entitled to overtime pay in accordance with 5.02 above shall have the option of receiving the pay or, upon notification of Payroll prior to the cut-off, banking the actual number of overtime hours worked. The additional ½-time or full-time will be paid on the next regular payroll run.

E.g.: Overtime in excess of forty (40) hours per week on a day off:

4 hrs. worked @ 1.5x	=	6 hrs. regular pay
4 additional hrs. worked @ 2x	=	8 hrs. regular pay
Results in:		8 hrs. in overtime bank
		6 hrs. paid on next payroll

- (b) Time off shall be taken in increments of eight (8) hours and shall be scheduled by mutual agreement between the Company and the employee

when operational requirements permit. The hourly pay for personal time off shall be at the hourly rate that the employee was earning at the time the overtime was worked.

- (c) An employee may opt to cash out banked overtime provided notice is given to Payroll prior to the payroll cut-off.
- (d) The Company can require employees who have in excess of forty (40) hours of banked overtime hours to reduce their banks by pay-out to forty (40) hours of pay.

#### 5.06 Premiums Included in Overtime

If overtime is worked by a Chargehand or Leadhand then the applicable premium, unlike all other premiums, will be considered part of the wage for overtime compounding purposes.

### ARTICLE 6 - VACATIONS

#### 6.01 Vacation Entitlement

- (a) One (1) year of completed employment but less than four (4) years of completed employment - two (2) weeks and vacation pay shall be four percent (4%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (b) Four (4) continuous years of completed employment but less than ten (10) years of completed employment - three (3) weeks and vacation pay shall be six percent (6%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (c) Ten (10) continuous years of completed employment **but less than twenty (20) years of completed employment** - four (4) weeks and vacation pay shall be eight percent (8%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date. **Effective September 15, 2012 vacation entitlement shall improve to ten (10) continuous years of completed employment but less than eighteen (18) years of completed employment - four (4) weeks and vacation pay shall be eight percent (8%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.**
- (d) **Twenty (20) continuous years of completed employment and thereafter – five (5) weeks and vacation pay shall be ten percent (10%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date. Effective September 15, 2012 vacation entitlement shall improve to eighteen (18) continuous years**

**of completed employment and thereafter - five (5) weeks and vacation pay shall be ten percent (10%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.**

## **6.02 Vacation Calculation**

An employee's vacation time and vacation pay shall be calculated from his/her date of hire with the Company and subsequent anniversary dates.

## **6.03 Vacation Scheduling**

### **(a) Earned Vacation**

Employees will be entitled to schedule and take any vacation earned up to their anniversary date immediately preceding the vacation.

### **(b) Scheduling Limitations**

Between May 1st and September 30th, employees shall be limited to two (2) weeks' vacation.

- i One (1) employee from the maintenance area**
- ii One (1) employee from the fabrication area**
- iii One (1) employee from the shipping area**
- iv Two (2) employees of Senior Machine Operator classification**
- v Three (3) employees of rade levels 7, 8 and 9 inclusive**

The Company agrees that more than the number of employees noted above may be away at any one time and more time than noted above may be allowed, provided adequate staff is available to meet production requirements.

### **(c) Scheduled by March Using Seniority**

Vacation scheduling will be arranged during the month of March of each year in accordance with Seniority. The vacation planner schedule shall be posted by March 1st of each year with bidding being completed by March 31st and confirmation being given, in writing, by April 15th. Each employee's schedule shall not be altered unless by the mutual consent of the Company and the employee.

(d) **Divided Vacations**

Where employees divide their vacation into more than one period, seniority will govern in scheduling with respect to first choices, first; second choices, next; etc.

**6.04 Vacation on Statutory Holidays**

Should a Statutory Holiday occur while an employee is on annual vacation, he/she shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at eight (8) hours straight time pay.

**6.05 Vacation Pay**

- (a) Vacation pay will be paid at the time vacations are taken. The Company shall continue the practice of allowing employees to utilize vacation days to cover for any work days lost.
- (b) Vacation pay that has accrued over and above what is required to cover each week of an employee's vacation (i.e.: a regular week's vacation pay per week of vacation) shall, upon two (2) weeks' notice and, at the discretion of the employee will:
  - (i) be paid out up to twice in a year as lump sums with regular vacation pay when vacation is taken;
  - (ii) be paid out on a specific payday;
  - (iii) be transferred into the Company's Group RRSP.

**6.06 Vacation Carry Over**

Employees will be entitled to carry over a maximum of five (5) days' vacation from year to year to a maximum of fifteen (15) days for the purpose of scheduling special extended vacations, where it is mutually agreed between the employee and the Company.

**6.07 Vacation Pay on Termination**

An employee who leaves the employ of the Company shall be paid vacation pay on termination on the following basis:

- (a) Any vacation pay outstanding in accordance with 6.01 above, up to the employee's last anniversary date.



- (b) A percentage of wages earned for the period from the employee's last anniversary date to the date of termination based upon the percentages in 6.01 above.

#### **6.08 Illness/Injury During Vacation**

- (a) Where an employee becomes ill or injured while on vacation and where such illness or injury results in the employee being admitted to hospital for a minimum period of twenty-four (24) hours and thereafter remains substantially incapacitated for all or part of his/her vacation, he/she shall be entitled to defer that part of their vacation equal to the duration of the illness or injury. Written documentation will be required prior to any deferral of vacation.
- (b) Any vacation deferred shall be rescheduled at a time mutually agreeable to the employee and the Employer.

### **ARTICLE 7 - STATUTORY AND PAID HOLIDAYS**

#### **7.01 Holidays Designated**

- (a) All employees shall receive the following Statutory and Paid Holidays with pay at eight (8) hours straight time rate. The designated days shall be:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

In addition to any other day proclaimed by the Provincial or Federal Government.

- (b) In addition to the Holidays listed in (a) above, the Company shall grant three (3) additional Paid Holidays to be taken between Boxing Day and New Years' Day, to employees who have worked a minimum of one thousand and forty (1,040) hours during the current calendar year and who have worked a minimum of one full shift during the forty-five (45) calendar days prior to Christmas Day. Vacations, Statutory Holidays and absences from work as a result of sickness or injury of three (3) months or less shall count as hours worked. An employee receiving WCB benefits on the three (3) Paid Holidays shall not be eligible for the Holiday Pay.

## **7.02 Eligibility**

To be eligible for a Statutory or Paid Holiday, as per 7.01 above, an employee must have been in the Company's employ for a minimum of thirty (30) calendar days, must have performed work during the fifteen (15) day period before the Statutory or Paid Holiday and must work his/her scheduled workday immediately before and immediately after the Statutory or Paid Holiday, unless he/she is absent due to sickness, injury, bereavement or another absence approved by the Company. The Company may require a medical certificate if an employee is absent his/her last scheduled shift before a Statutory or Paid Holiday and/or his/her first scheduled shift after a Statutory or Paid Holiday, due to sickness or injury. An employee receiving WCB benefits shall not be eligible for Statutory or Holiday Pay.

## **7.03 Falling on Day Off**

Employees shall receive another day off with pay for any Statutory or Paid Holiday that falls on their regular day off.

## **7.04 Payment for Work on a Statutory or Paid Holiday**

- (a) All work performed on a Statutory or Paid Holiday shall be compensated at one and one-half (1 1/2) times the regular wage rate for the first eight (8) hours worked in that day and two (2) times the regular wage rate for all hours worked in excess of eight (8) in that day.
- (b) In addition to the payment of wages as in (a) above the employee shall be given a regular working day off with pay or, alternatively, a day's pay in lieu thereof at eight (8) hours straight time pay.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Procedure**

Any difference between the Parties concerning the interpretation, application, operation or alleged violation of a provision(s) of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be handled in accordance with the following Grievance Procedure.

#### **(a) Step 1**

Prior to filing a written grievance, the employee(s) involved will raise the grievance directly with his/her Supervisor. At his/her option, the employee(s) may be accompanied by his/her Shop Steward.

(b) Step 2

- (i) Failing satisfactory settlement at Step 1, the Shop Steward, on behalf of the employee who has a grievance or a group of employees having a grievance, dealing with the same issue, shall file a written grievance with the General Manager, or his designated representative within ten (10) working days after the occurrence of the alleged grievance or within ten (10) working days of the date on which the employee(s) first had knowledge of the issue.
- (ii) The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the Agreement that has been violated and it shall provide a statement as to the remedy or relief being sought.
- (iii) If either Party requests, a meeting to seek a resolution of the grievance shall be convened within three (3) working days of the filing of the grievance. The General Manager or his designated representative shall render a decision on the grievance within three (3) working days after receipt of the grievance, or, where a meeting is held, within three (3) working days after the grievance meeting.

(c) Step 3

- (i) Failing satisfactory settlement at Step 2, the Union's Grievance Representative(s) may, within five (5) working days of the decision at Step 2, submit the grievance, in writing, to the President, or his designated representative.
- (ii) If either Party requests, a meeting to seek a resolution of the grievance shall be convened within five (5) working days of the submission of the grievance. The President or his designated representative shall render a decision on the grievance within five (5) working days after receipt of the grievance, or, where a meeting is held, within five (5) working days after the grievance meeting.

(d) Step 4

Failing satisfactory settlement at Step 3, the Union may refer the grievance to Arbitration within thirty (30) calendar days of the decision at Step 3.

## **8.02 Union, Policy, Suspension or Discharge Grievances**

Union, Policy, Suspension or Discharge Grievances shall be admitted at Step 3 of the Grievance Procedure.

### **8.03 Company Grievances**

The Company may file policy or general grievances at Step 3 of the Grievance Procedure.

### **8.04 Grievor's Right to be Present**

The Grievor may elect to be present at any stage of the Grievance Procedure.

### **8.05 Technical Errors or Omissions**

No technical error or omission will render a Grievance inarbitrable.

### **8.06 Time Limits**

For the purpose of the Grievance Procedure, working days are deemed to be exclusive of Saturdays, Sundays and Holidays recognized by this Agreement. The time limits specified in 8.01 above may be extended by mutual agreement between the Company and the Union. Such agreement shall not be unreasonably withheld.

### **8.07 Time to Process Grievance**

Absence from work, without loss of pay, shall be permitted where it is required in connection with the handling of a grievance, in accordance with 8.01 above, provided that permission is received, in advance, from the Supervisor. Such permission shall not be unreasonably withheld.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Procedure**

Any grievance arising out of this Agreement, which cannot be settled by the Company and the Union, under the Grievance Procedure outlined in Article 8 of this Agreement, shall be determined in the following manner.

#### **(a) Single Arbitrator Selection**

The Parties agree that a Single Arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

**(b) Failure to Agree**

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

**(c) Arbitrator**

The Arbitrator will be encouraged to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

**(d) Powers of the Arbitrator**

The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.

**(e) Decision Final and Binding**

The decision of the Arbitrator shall be final and binding on both Parties.

**(f) Costs**

Each Party shall bear one-half (1/2) of the cost of the Arbitrator.

**ARTICLE 10 - DISCIPLINE**

**10.01 Just Cause**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

**10.02 Reasons for Discipline Written**

The Company shall set out its written reasons for any discipline, suspension or discharge of an employee and provide a copy to the Union not later than the time the discipline is administered. Where this is impractical or a shop steward is not available to receive the disciplinary letter, a copy shall be faxed to the Union office as soon as the letter has been written and the shop steward shall receive a copy upon returning to work.

**10.03 Right to Representation**

The Company agrees that if it intends to implement written discipline or if it intends to suspend or discharge an employee, a Shop Steward shall be present. Where a Shop Steward is not reasonably available and the situation warrants

immediate action, the employee may be sent home and held out of service until a union representative is available. All time spent away from work shall count towards any discipline the Employer intends to administer. If the Employer decides to discipline less than the time that the employee is held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.

#### **10.04 Employee Advised of Complaint**

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee is advised accordingly in writing within ten (10) working days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

#### **10.05 Access to Personnel File**

The Company agrees that an employee shall have access to his/her personnel files during normal work hours in the presence of his/her Supervisor and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personnel file will be given to the employee at the time of filing.

#### **10.06 Signing not Agreement**

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

#### **10.07 Clearing the Record**

Any disciplinary action recorded against an employee shall be removed from the personnel file of that employee after two (2) years, providing there has been no other disciplinary action recorded against the employee.

### **ARTICLE 11 - SHOP HEALTH AND SAFETY**

#### **11.01 Responsibility of the Company**

The Company agrees to initiate and maintain all necessary precautions in order to provide high standards of health and safety in the work place. The Company shall comply with applicable Federal, Provincial and Municipal, Health and Safety legislation and regulations. The Company shall supply a file cabinet appropriate for holding all health and safety files and shall have it located in a secure area accessible to Union health and safety representatives during normal working hours.

### **11.02 Occupational Health and Safety Committee**

The Parties agree that an Occupational Health and Safety Committee shall be comprised of two (2) Union members, chosen by the Union, and two (2) Company members, chosen by the Company. All members will enjoy equal status. The Committee shall meet monthly on a regular basis.

### **11.03 Committee Objectives**

The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.

### **11.04 Duties of the Committee**

The Occupational Health and Safety Committee will:

- (a) hold meetings once a month;
- (b) receive and consider employee complaints;
- (c) records of the complaints;
- (d) participate in investigations and inspections relating to health and safety at their discretion;
- (e) ensure that accurate records of work accidents are maintained;
- (f) ensure appropriate investigation reports are filed in a timely fashion.

### **11.05 Right to Refuse to Work in Unsafe Conditions**

No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where he/she has reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable Federal, Provincial and Municipal legislation or regulations. In the case of such refusal, there shall be an immediate investigation by the Occupational Health and Safety Committee. There shall be no loss of pay while the matter is being resolved to the satisfaction of the Committee.

### **11.06 Proper Training and Instruction**

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

### **11.07 Injured Worker Provision**

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to a Doctor or to a hospital and to their home, if necessary.

### **11.08 Rehabilitation of Disabled Workers**

The Company agrees to provide any employee who suffers a permanent disability while on the job with a suitable replacement job if such is available and to by-pass such employee in the event of a layoff provided his/her job continues during the layoff.

### **11.09 First Aid Attendants**

- (a) The Company shall designate First Aid Attendants where required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.
- (b) The Company agrees to pay for the tuition and course materials of any designated First Aid Attendant who successfully completes a First Aid course.
- (c) The premium for qualified First Aid Attendants who may be members of the bargaining unit shall be as follows:

Level I - seventy-five cents (\$0.75)

Level II - one dollar and twenty-five cents (\$1.25)

If one or more bargaining unit members are qualified, the senior qualified member of the bargaining unit on each shift shall be designated as a First Aid Attendant.

### **11.10 Working Alone**

No employee will be required to work alone in the Plant on any shift unless such employee is provided with the means to communicate with another employee (i.e. two-way radio).

### **11.11 Protective Clothing and Equipment**

- (a) Where the nature of the work or working conditions so require, employees shall be supplied at the Company's expense, with all necessary protective



clothing, including rain gear (one (1) set per year or as otherwise reasonably required based upon proof of normal wear and tear) for Shipping Department and outside forklift operators, coveralls, and safety equipment where required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C. and such shall be maintained and replaced where necessary, at the Company's expense. Replacement of rain gear for eligible employees should be an exceptional event. Previously reimbursed rain gear must be surrendered to the Company prior to approving employees who are applying for replacement based on wear and tear. The Company reserves the opportunity to repair otherwise functional rain gear with small holes or tears.

- (b) Company approved safety toe boots/rubbers are mandatory on the shop floor and employees shall be responsible for providing their own CSA approved, safety toe boots/rubbers. The Company agrees to reimburse an employee, who has completed their probationary period, up to a total of one hundred and twenty-five dollars (\$125.00) towards the cost of approved safety footwear and/or insoles once per calendar year, upon remittance of a proof of purchase effective January 1, 2006.
- (c) **Effective January 1, 2011, employees will be permitted to roll-over one annual boot entitlement to the following calendar year in order to facilitate the purchase of higher quality protective footwear. At no time will the total available allowance exceed \$250.00.**

### 11.12 National Day of Mourning

Each year on April 28th at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

## ARTICLE 12 - SENIORITY

### 12.01 Seniority Principle

- (a) Subject to the provisions of this Agreement dealing with job postings, promotions, layoffs and recall after layoff, the Parties recognize that job opportunity and seniority should increase in proportion to length of service with the Company.
- (b) Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) days worked, and backdated to his/her date of hire within the bargaining unit.

### 12.02 Seniority Cancelled

Seniority will be cancelled and employment terminated if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) overstays an authorized leave of absence unless detained for legitimate cause, i.e. for reasons beyond the individual's control and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (c) is absent without leave for three (3) consecutive days unless the absence is for legitimate cause, i.e. for reasons beyond the individual's control and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (d) is discharged for just cause and not reinstated under the terms of this Agreement;
- (e) is recalled to work and does not report within five (5) working days of receiving notice by registered mail, at the last known address, except when the failure to report within the specified time limit was for legitimate cause, i.e. for reasons beyond the individual's control and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (f) is still on layoff beyond the following:
  - (i) employees with up to one (1) year of employment - six months;
  - (ii) Employee with more than one (1) year of employment - twelve (12) months;
- (g) is outside the bargaining unit for more than six (6) months.

### **12.03 Seniority Lists**

The Company will prepare seniority lists of all employees in the bargaining unit and make the list available 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/her 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:

- (a) employee's name
- (b) employee's starting date
- (c) employee's classification

- (d) probationary employees will also be shown on the list.

#### **12.04 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 every three (3) months.

### **ARTICLE 13 - JOB POSTING AND JOB AWARDS**

#### **13.01 Posting Provisions**

Job openings in the bargaining unit shall be posted on all Company bulletin boards for five (5) working days. The foregoing does not apply where the vacancy is for less than thirty (30) calendar days.

#### **13.02 Job Openings**

Job openings are defined as new jobs created in the bargaining unit that have not been done before and vacancies created when an employee leaves the employ of the Company.

#### **13.03 Preference to Senior Employee**

- (a) Job postings shall be filled based upon qualifications, skill and ability to perform the job duties required for the position to be filled. If qualifications, skill and ability are relatively equal then senior employees shall be entitled to preference.
- (b) In respect to job postings, skill and ability to **fulfill** the job requirements shall be determined after a minimum **training**/trial period of not less than five (5) days actually worked and not more than forty-five (45) days actually worked in which an employee has demonstrated the skill and ability to perform the work available. All time spent in the **training**/trial period shall count towards any wage progression contained in Appendix "A".

#### **13.04 Preference**

- (a) Prior to a job posting, laid-off employees with the required qualifications, skill and ability will be recalled subject to Article 14.
- (b) (i) Employees within the bargaining unit with the required qualifications, skill and ability shall be given priority over outside applicants.

- (ii) Should the job opening not be filled from either (a) or (b)(i) above, the job can be filled from outside applicants in accordance with Section 3.03 of this Agreement.

### **13.05 Absentee Applications**

If an employee is not at work when a job is posted and if that employee has previously indicated his/her interest, in writing, to apply on any job postings, the employee will automatically be considered for the job by the Company.

### **13.06 Unsuccessful Applicants**

Upon request, unsuccessful applicants and the Union will be given the reasons by the Company, in writing, why those applicants were unsuccessful.

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.01 Layoff and Recall**

- (a) In the event of layoff, the Company agrees that employees shall be laid off in reverse order of their seniority within the Plant, subject to the remaining employees having the qualifications, skill and ability to do the remaining work.
- (b) An employee may bump a less senior employee where the senior employee has the qualifications, skill and ability to perform the work required for the position of a less senior employee. Where an employee bumps into a position which pays a wage rate less than the wage rate of the employee's previous position, the employee shall retain the higher wage rate until the end of the pay period.
- (b) Employees shall be recalled in the order of their seniority providing they have the qualifications, skill and ability to perform the work required for the position.
- (c) Where it is not possible for an employee to be recalled in (c) above, he/she shall be recalled in order of seniority where reassignment of duties of employees not on layoff is possible in order to enable the maximum number of laid off employees to return to work, subject to their qualifications, skill and ability to perform the work that is available.

### **14.02 Notice of Layoff**

The Company agrees to provide as much notice as possible, but in no case less than three (3) working days' notice, to an employee subject to a layoff. Where

the Company cannot provide three (3) working days' notice of layoff, the Company shall provide pay in lieu thereof.

#### **14.03 Seniority Principle on Layoff**

When a layoff becomes necessary, probationary employees shall be laid off first; thereafter, the Company may either layoff employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

#### **14.04 Recall Procedure**

- (a) It is the responsibility of the laid off employees to keep the Company informed of their current address and telephone number.
- (b) Employees will be notified of recall by telephone, facsimile, or other type of message which will be confirmed by courier or registered mail.
- (c) An employee being recalled must return to work within a five (5) day period following receipt of registered notice at the last known address.
- (d) If an employee cannot be contacted, then the next senior person shall be contacted subject to Article 14.01 (c).

#### **14.05 New Employees**

New employees will not be hired in a classification while employees in the same classification are on layoff.

#### **14.06 Payments on Layoff**

Upon laying off an employee, the Company will make full payment of all wages owed to that employee and all vacation pay, providing the employee(s) so indicates.

### **ARTICLE 15 - LEAVES OF ABSENCE**

#### **15.01 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days leave of absence with pay. The term "immediate family" shall mean spouse, parent, guardian, child, sibling, grandparent, grandchild, mother-in-law, and father-in-law or any person living with an employee as a member of the employee's family.

## 15.02 Jury Duty

Employees who have completed their probationary period, who are summonsed or subpoenaed for jury selection, jury duty, or as a witness, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Company with a statement of the pay received when claiming the pay difference. Employees, released before four (4) hours who would have been otherwise working on the day of such duty, are expected to report for work for the balance of the day.

## 15.03 Leave for Union Business

### (a) **General Union Leave**

If any employee of the Company should be selected to act as a delegate for the Union, he/she shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business.

### (b) **Leave for Union Bargaining Committee**

**The Union shall select up to three (3) bargaining unit members who shall be granted, upon reasonable notice, a leave of absence without pay to attend to all business related to the negotiation of a revised Collective Agreement.**

**(“Without pay” in (a) and (b) above is defined as the Employer continuing regular payroll for the affected employees for all lost time spent on Union leave and then billing the Local Union for reimbursement.)**

### (c) **Union Leave Considered Time Worked**

**All time off work under Clauses 15.03 (a) and (b) shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.**

### (d) **Fulltime Union Leave**

If an employee of the Company is selected to serve the Union on a fulltime basis, upon sufficient notification to the Company, he/she shall be considered to be on leave of absence without pay for a maximum period of three (3) years. During such leave of absence, seniority shall continue to accumulate. Upon completion of the leave of absence, he/she shall be

re-employed in the same type of work which he/she performed prior to the leave of absence. Not more than one (1) employee shall be so absent at any one time.

#### **15.04 Leave for Personal Reasons**

- (a) Upon written request to the Company (with a copy to the Chief Shop Steward), an employee may be granted an unpaid leave of absence of up to six (6) months' duration. Company approval shall not be unreasonably withheld, but may be denied for valid business considerations. All time off, including banked overtime and earned paid or unpaid vacations, must be used prior to leave commencement. During such leave, seniority shall continue to accumulate. If the employee takes a job elsewhere during this leave of absence, he/she will be considered as having terminated his/her employment.
- (b) With the exception of premiums for the departing month, employees must reimburse the Company for benefit premiums should they wish to maintain benefit plan coverage while on leave. To enable benefit plan continuance, employees will make suitable arrangements (advance payment, post-dated cheques, etc) in advance of the commencement of the leave of absence. Failure to do so will result in cessation of the employee's benefit plans.

#### **15.05 Pregnancy and Parental Leave**

##### **(a) Pregnancy Leave**

- (i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
  - (A) beginning
    - (1) no earlier than eleven (11) weeks before the expected birth date, and
    - (2) no later than the actual birth date, and
  - (B) ending
    - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (2) no later than seventeen (17) weeks after the actual birth date.

- (ii) An employee requests leave under this clause 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.
- (iii) 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 sub-clauses (i) or (ii).
- (iv) A request for leave must:
  - (A) be given in writing to the employer;
  - (B) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (C) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii);
- (v) A request for a shorter period under sub-clause (1)(b)(i):
  - (A) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (B) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

**(b) Parental Leave**

- i) An employee who requests parental leave under this clause is entitled to:
  - (A) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the employer and employee agree otherwise;



- (B) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
  - (C) for a non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (D) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-clause (b)(i).
  - (iii) A request for leave must:
    - (A) be given in writing to the employer,
    - (B) if the request is for leave under sub-clause (b)(i)(A) (B) or (C), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
    - (C) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  - (iv) An employee's combined entitlement to leave under Clauses (a) and (b) is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause (a) sub-clause (iii) or subclause (ii) of Clause (b).

#### **15.06 Paid Birth or Adoption Leave**

The Company shall grant one (1) day leave of absence with pay. Further leave may be applied for under 15.04 or 15.05 above.

#### **15.07 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

#### **15.08 Duties of Employer**

- (a) An employer must give an employee who requests leave under Clause 15.05 and 15.07 the leave to which the employee is entitled.
- (b) An employer must not, because of an employee's pregnancy or a leave allowed by Clause 15.05 and 15.07:
  - (i) terminate employment, or
  - (ii) change a condition of employment without the employee's written consent.
- (c) As soon as the leave ends, the employer must place the employee:
  - (i) in the position the employee held before taking leave under Clause 15.05 and 15.07, or
  - (ii) in a comparable position.
- (d) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with sub-clause (c) as soon as operations are resumed.

#### **15.09 Employment deemed continuous while employee on leave**

- (a) The services of an employee who is on leave under Clause 15.05 and 15.07 are deemed to be continuous for the purposes of:
  - (i) calculating annual vacation entitlement and
  - (ii) any pension, medical or other plan beneficial to the employee.
- (b) The employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave.
- (c) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

- (d) Sub-clause (i) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under Clause 15.05.

### **15.10 Education Leave**

Where the Company requests that an employee attends a course or other educational or training program, the Company will grant leave of absence without loss of pay. Any required tuition fees, course materials and books will be paid for by the Company.

### **15.11 Paid Education Leave (PEL)**

**Effective September 15, 2011 the Company agrees to pay into a special fund three cents (\$.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:**

**CAW Leadership Training Fund  
CAW Canada  
205 Placer Court  
North York, Ontario  
M2H 3H9**

**The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.**

## **ARTICLE 16 - GROUP BENEFITS**

### **16.01 Group Insurance Benefits**

The Company's Group Insurance Benefits, as set out in Appendix "B", will be provided for all eligible employees and their eligible dependants covered by this Collective Agreement. The Company's liability for the provision of these benefits is solely limited to the payment of premiums as set out below, and actual rights and benefits, including eligibility for coverage and termination of coverage, are insurance contract(s).

Notwithstanding the above, the benefits as set out in this Article, and the eligibility for such benefits, shall not be changed or modified during the life of this

Agreement, except where required by law or by the mutual agreement of the Union and the Employer.

### **16.02 Medical Services Plan of British Columbia**

The Medical Services Plan of British Columbia (MSP) will be provided for all eligible employees and their eligible dependants covered by this Collective Agreement.

### **16.03 Premiums**

The cost of the premiums for Term Life; Accidental Death and Dismemberment (AD&D); Dependent Life; Health Care; Dental Care and the Medical Services Plan of British Columbia, shall be paid one hundred percent (100%) by the Company subject to the following paragraph.

The employee shall pay one hundred percent (100%) of the premium for the Long Term Disability Income Plan.

### **16.04 Continuation of Coverage**

- (a) When an employee is off work as a result of sickness or injury, the Company will continue to pay its portion of the premiums for the Group Insurance Benefits up to a maximum period as follows:

Length of Service	Length of Coverage
Four (4) months but less than one (1) year	Four (4) months
One (1) year but less than three (3) years	Six (6) months
More than three (3) years	Twelve (12) months

- (b) The Company agrees to continue to pay its portion of the premiums for the Group Insurance Benefits for laid-off employees up to the end of the second month beyond the month in which the layoff occurred. Such continuation of benefits will be cancelled if the laid-off employee obtains employment elsewhere.
- (c) Where the Company provides continuation of coverage as per (a) and (b) above, the employee must make satisfactory arrangements with the Company, to remit or repay his/her portion of the premiums for the Group Insurance Benefits and the Medical Services Plan of British Columbia. Failure to do so will result in the cessation of such continuation of coverage.

### **16.05 Registered Retirement Savings Plan (RRSP)**

To encourage long-term service and to enhance mutual cooperation, the Company is prepared to contribute to an RRSP program for a participating employee in the amount of one hundred dollars (\$100.00) for each year of service up to a maximum contribution of one thousand eight hundred dollars (\$1,800.00) effective February 1, 2006. If the employee contributes to the maximum amount or more, the Company will match only to the maximum established in this Clause. Employees may contribute to the program through regular payroll deductions. This RRSP program will become effective on March 1, 2000 for the 2000 taxation year. Completed years of service will be calculated up to and including January 31, 2000 and each January 31<sup>st</sup> thereafter.

### **16.06 No Pay Drug Card**

Effective the first day of the second month following the date of ratification, the Company agrees to provide all eligible employees and their eligible dependant spouses with a “No Pay” drug card, subject to any plan deductibles and conditions.

## **ARTICLE 17 - WAGES**

### **17.01 Wage Schedule**

(a) **Classifications and Rates of Pay**

The job classifications, effective dates and rates of pay listed in the attached Appendix A is agreed upon by both Parties and is part of this Collective Agreement.

(b) **Agreed Rates Only**

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.

### **17.02 New or Changed Job Classification**

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Agreement, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

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

### **17.03 Work in a Higher Classification**

- (a) Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works two (2) or more consecutive hours in the higher classification.
- (b) Any employee required by the Company to temporarily perform work in a lower paying classification shall continue to receive the rate of pay for their classified position while performing such lower rated work. This provision does not apply to employees who are reclassified to a lower paying classification, regardless of duration or reason.

### **17.04 Pay Days**

Wages shall be paid bi-weekly by Friday noon, with a maximum of five (5) days' pay held back, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, indicating overtime hours, vacation earned to date, earnings and deductions, covering each pay period.

## **ARTICLE 18 - ADJUSTMENT PLAN**

### **18.01 Adjustment Plan**

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code of B.C. shall apply.

### **18.02 Department/Plant Closure and Technological Change**

The provisions of 18.01 above apply in the case of Department/Plant Closure or in the case of Technological Change which is defined as the introduction or replacement of equipment that affects the terms, conditions or security of employment of a significant number of employees.

## **ARTICLE 19 - GENERAL PROVISIONS**

### **19.01 Work Away From Plant**

Employees required to report for work outside the Company's premises shall be paid for any additional travelling time and transportation expenses as well as any incidental expenses, upon presentation of receipts.

### **19.02 Non-Competitive Activity**

No employee shall disclose or reveal information or data concerning Company operations, plans or processes to anyone outside the Company. No employee shall undertake any work outside the Company which could be construed, in any way, as being competitive with the Company. A violation of any of the provisions of this Clause shall be cause for discipline or discharge by the Company.

### **19.03 Facilities**

The Company shall provide proper washing facilities, lockers of a suitable size and a properly ventilated lunchroom of sufficient space as to accommodate the employees on shift.

### **19.04 Union Support not Subject to Discipline**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a Labour dispute. Failure to cross a legal picket line shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

### **19.05 Savings Bonds**

The Company agrees to honor a written assignment for employee payroll deductions for Canada Savings Bonds and/or B.C. Savings Bonds. Once the assignment has been rendered, it cannot be revoked while actively employed until said payroll deduction assignment has been completed.

### **19.06 Company/Union Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

### **19.07 Tool Insurance**

The Company will provide Fire and Theft Tool Insurance for any employee who is required to use his/her own tools in the service of the Company. The employee shall only be eligible for Tool Insurance upon the submission of an inventory of

his/her tools to the Company. It shall be the employee's responsibility to keep such inventory up-to-date.

#### **19.08 Tool Purchase**

An employee who is required to use his/her town tools in the service of the Company will be allowed, with the agreement of the Company, to purchase his/her tools via Payroll Deduction. The Company agrees to provide the employee with receipts for tax purposes. All monies owing to the Company may be deducted from the employee's last pay cheque, should the employee leave the employ of the Company.

#### **19.09 Tool Replacement**

The Company agrees to replace broken or worn tools. Broken or worn tools must be presented at the time replacement is required.

#### **19.10 Employer to Share Cost of Collective Agreement**

The Employer shall cover 50% of the costs for the production of the Collective Agreement.

#### **19.11 Medical Information**

- (a) Under normal circumstances, medical certificate(s) need only state whether the employee is fit or unfit, the nature of the limitations (e.g.: no heavy lifting, no stair climbing, etc.) and the expected duration of the condition. Exceptions to this would relate to circumstances when either the Employer or the Union reasonably believed that an employee is suffering from a serious condition which could potentially expose others, or the affected employee, to undue risk. The choice of physician is normally up to the employee except in the exceptional circumstances laid out above where the Employer shall have the opportunity to have the employee obtain an independent medical assessment, or where it conflicts with the W.C.B. Act.
- (b) Where the Employer requires non-routine medical documentation such as completion of a Modified Duty Form, a certificate of competence, a detailed prognosis of future attendance of a more detailed prognosis, the Company will reimburse reasonable costs provided that such reimbursement is not eligible under W.C.B. policies or Company health and welfare plans.



## **ARTICLE 20 - NO DISCRIMINATION OR HARASSMENT**

### **20.01 Policy**

The Company and the Union agree that discrimination and/or harassment of any employee on any basis, prohibited by law, is totally unacceptable. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including racial or sexual harassment. The Union agrees to assist the Company in creating such environment of mutual respect, free from discrimination and harassment.

## **ARTICLE 21 - DURATION OF AGREEMENT**

### **21.01 Duration of Agreement**

This Agreement shall be effective from September 15, 2010 to and including September 14, 2013, subject to the right of either party to this Collective Agreement, within four (4) months immediately preceding the date of September 14, 2013, 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 this Collective Agreement or a new Collective Agreement.

### **21.02 Continuation and Bargaining**

- (a) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Employer commences a legal lockout; or
  - (iii) the Parties enter into a new or further Agreement.
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

### **21.03 Duration as Agreed Only**

By agreement of the Parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Relations Code of British Columbia are specifically excluded.

**21.04 No Strike - No Lockout**

During the term of this Agreement, or during the continuation period provided in 21.02(a) above, there shall be no strike by the Union, or lockout of employees by the Company.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR LE RON PLASTICS INC.  
(the Company):

FOR NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
(CAW-CANADA), LOCAL 114  
(the Union):

\_\_\_\_\_  
D. Reid, Human Resources Manager

\_\_\_\_\_  
K. Hancock,  
CAW National Representative

\_\_\_\_\_  
G. Wazny, Operations Manager

\_\_\_\_\_  
L. Jensen,  
Union Representative, Local 114

\_\_\_\_\_  
C. McComber, Controller

\_\_\_\_\_  
J. Robinson,  
Le-Ron Plastics Chief Shop Steward

\_\_\_\_\_  
M. Turkington,  
Le-Ron Bargaining Representative

**APPENDIX “A”****CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES**

<b><u>CLASSIFICATION:</u></b>		<b>Effective Sept.15/10 2%</b>	<b>Effective Sept. 15/11 2%</b>	<b>Effective Sept. 15/12 2%</b>
<b><u>GRADE LEVEL 1</u></b>				
MACHINIST		29.33	29.91	30.51
<b><u>GRADE LEVEL 2</u></b>				
MILLWRIGHT		27.59	28.14	28.71
<b><u>GRADE LEVEL 3</u></b>				
FABRICATOR		24.21	24.70	25.19
<b><u>GRADE LEVEL 4</u></b>				
SHIPPER/RECEIVER		22.68	23.14	23.60
<b><u>GRADE LEVEL 5</u></b>				
SENIOR MACHINE OPERATOR	Start	19.37	19.76	20.15
ASSISTANT FABRICATOR	6 months	19.80	20.19	20.60
	12 months	20.18	20.58	20.99
	18 months	20.58	21.00	21.42
<b><u>GRADE LEVEL 6</u></b>				
ASSISTANT SHIPPER/RECEIVER		18.77	19.14	19.53
<b><u>GRADE LEVEL 7</u></b>				
INTERMEDIATE MACHINE OPERATORS	Start	16.02	16.34	16.67
WELDER	6 Months	16.58	16.91	17.24
YARDMAN	12 Months	17.15	17.49	17.84
	18 Months	17.73	18.08	18.44
<b><u>GRADE LEVEL 8</u></b>				
JUNIOR MACHINE OPERATOR	Start	13.11	13.37	13.64
ASSEMBLY/GLUER	6 Months	13.74	14.01	14.29
	12 Months	14.32	14.61	14.90
<b><u>GRADE LEVEL 9</u></b>				
CLEAN-UP LABOURER		12.54	12.79	13.04

## **LEADHAND**

A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned extra responsibility(s) in his/her classification and/or who is recognized as having exceptional skill and ability in his/her classification. A Lead Hand shall be paid a premium of five percent (5%) over and above his/her regular classification hourly rate.

## **CHARGEHAND**

A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who may be held responsible for the quality and the quantity of the work. A Charge Hand shall be paid a premium of ten percent (10%) over and above his/her regular classification hourly rate.

## **APPENDIX “B”**

### **GROUP INSURANCE BENEFITS**

The following represents a summary only of the Group Insurance Benefits available to eligible employees covered by this Collective Agreement. Actual rights and benefits, including eligibility for coverage and termination of coverage, are governed by the terms and conditions of the Group Policy (Policies) and/or the insurance contract(s).

#### **ELIGIBILITY**

- Full-time employees shall be eligible for the “Group Insurance Benefits” on the first day of the month following completion of their probationary period (ninety (90) days).

#### **TERM LIFE**

- One (1) times annualized salary, rounded to the next higher \$1,000.00
- Maximum coverage - \$250,000.00
- Coverage exceeding \$150,000.00 is subject to evidence of health
- Coverage reduced by 50% at age 65
- Benefit terminates at age 70

#### **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

- Principle sum is the same as “Term Life”
- Various percentages of the amount insured are payable to the employee in the event of accidental loss of or loss of use of limbs, sight, hearing and speech

#### **DEPENDENT LIFE**

- Spouse - \$5,000.00
- Dependent Child - \$2,500.00

## HEALTH CARE

100% coverage - no deductible

- semi-private hospital charges
- out-of-province emergency expenses (lifetime maximum - \$1,000,000.00)

100% coverage - **subject to a twenty-five dollar (\$25.00) once per calendar year deductible per person or family**

- **“No Pay” drug card for all eligible employees and their eligible dependent spouses.**
- all other eligible expenses

## DENTAL CARE

- |              |  |
|--------------|--|
| BASIC        | - deductible \$25.00 single and \$50.00 family               |
|              | - 100% of eligible expenses                                  |
|              | - unlimited maximum  |
| MAJOR DENTAL | - 50% of eligible expenses                                   |
|              | - \$2,000.00 calendar year maximum per covered family member |
| ORTHODONTIC  | - 50% of eligible expenses                                   |
|              | - \$2,000.00 lifetime maximum per covered family member      |

## **WEEKLY INDEMNITY (Effective September 15, 2012)**

- **66.66% of 40 hours times their classified wage**
- **Maximum weekly benefit of \$550.00**
- **No wait for accident, seven calendar days waiting period for illness**
- **17 weeks coverage prior to LTD coming into effect**
- **Employees will be eligible for this benefit as of the first day of the month following their first anniversary date**

**E.I. Disability premium reductions stemming from provision of an eligible company short term disability program will be employed by the company to defer the cost of benefit plan improvements.”**

#### **LONG TERM DISABILITY**

- 66 2/3% of first \$2,250.00 of basic monthly earnings plus 50% of the next \$9,000.00 of basic monthly earnings
- Maximum monthly benefit \$6,000.00
- Elimination period - 120 days
- Maximum benefit period - to age 65

#### **VISION CARE PLAN (Effective September 15, 2012)**

- **\$200/24 months per employee & dependent**

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN

LE-RON PLASTICS INC.

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
(C.A.W.-CANADA) LOCAL 114

**Re: Rate Retention**

Notwithstanding the rate retention provisions of Article 14.01 (b), the Company agrees that an employee with five (5) or more years of seniority shall retain his/her classified rate during a “bump” to a lower classified job.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, **2010.**

FOR LE RON PLASTICS INC.  
(the Company):

**CAW LOCAL 114**  
(the Union):

\_\_\_\_\_  
D. Reid, Human Resources Manager

\_\_\_\_\_  
K. Hancock,  
CAW National Representative

\_\_\_\_\_  
G. Wazny, Operations Manager

\_\_\_\_\_  
L. Jensen,  
Union Representative, Local 114

\_\_\_\_\_  
C. McComber, Controller

\_\_\_\_\_  
J. Robinson,  
Le-Ron Plastics Chief Shop Steward

\_\_\_\_\_  
**H. Singh,**  
Le-Ron Bargaining Representative



**LETTER OF UNDERSTANDING NO. 2**

BETWEEN

LE-RON PLASTICS INC.

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
(C.A.W.-CANADA) LOCAL 114

**Re: Flexible Work Day**

The Company and the Union agree that this Letter of Understanding sets out only the varied terms and conditions covering employees who work four (4) ten (10) hour afternoon shifts per week in place of the regular five (5) eight (8) hour shifts per week. The utilization of this provision is at the sole discretion of the Company and when necessary, will be cancelled in accordance with Article 4.06.

1) ARTICLE 4 – HOURS OF WORK

- (a) The afternoon shift will be defined as ten (10) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. The starting and stopping times allows for employees ending their shifts twenty (20) minutes early in lieu of taking two (2) ten (10) minute paid breaks during the shift.
- (b) The hours of work will be 4:00 p.m. – 2:10 a.m. on four (4) consecutive days.
- (c) A shift premium of thirty-five cents (\$0.35) per hour will be paid for all hours worked. Effective September 15, 2003 a shift premium of forty-five cents (\$0.45) will be paid for all hours worked.

2) ARTICLE 5 – OVERTIME

Overtime shall be compensated at one and one-half (1 1/2) times the regular wage rate for all hours worked in excess of ten (10) in a day and for all hours worked in excess of forty (40) in a week and two (2) times the regular wage rate for all hours worked in excess of twelve (12) in a day and for all hours worked in excess of forty-four (44) in a week. For the purposes of calculating weekly overtime, only the first ten (10) hours worked by an employee in each day are counted.

3) ARTICLE 7 – STATUTORY AND PAID HOLIDAYS

- (a) Employees shall receive statutory and paid holidays with pay at eight (8) hours straight time rate.
- (b) Employees may work an additional two (2) hours at straight time rates during the week that a statutory holiday occurs.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, **2010**.

FOR LE RON PLASTICS INC.  
(the Company):

**CAW LOCAL 114**  
(the Union):

\_\_\_\_\_  
D. Reid, Human Resources Manager

\_\_\_\_\_  
K. Hancock,  
CAW National Representative

\_\_\_\_\_  
G. Wazny, Operations Manager

\_\_\_\_\_  
L. Jensen,  
Union Representative, Local 114

\_\_\_\_\_  
C. McComber, Controller

\_\_\_\_\_  
J. Robinson,  
Le-Ron Plastics Chief Shop Steward

\_\_\_\_\_  
**H. Singh,**  
Le-Ron Bargaining Representative

**LETTER OF UNDERSTANDING NO. 3**

BETWEEN

LE-RON PLASTICS INC.

AND

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
(C.A.W.-CANADA) LOCAL 114

**Re: Continuous Operation**

If production capacity requires the Company to implement a continuous operation, ie twenty-four (24) hour/seven (7) days, the Parties agree to negotiate the terms and conditions for such continuous operation, taking into consideration the Company's requirement for efficiency and employees' quality of life. The Parties agree that the terms and conditions to be established shall consist of, but not be limited to, the following:

- (1) Hours of shifts
- (2) Scheduling of shifts
- (3) Overtime Provisions
- (4) Days off
- (5) Meal breaks/coffee breaks
- (6) Statutory and Paid Holidays/Vacation Time
- (7) Shift Premiums

In the event that the Parties are unable to agree on any or all of the terms and conditions associated with a continuous operation, the Parties agree to submit any matters in dispute to "Consensual Mediation - Arbitration" in accordance with Section 105 of the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, **2010**.

FOR LE RON PLASTICS INC.  
(the Company):

**CAW LOCAL 114**  
(the Union):

\_\_\_\_\_  
D. Reid, Human Resources Manager

\_\_\_\_\_  
K. Hancock,  
CAW National Representative

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G. Wazny, Operations Manager

\_\_\_\_\_  
L. Jensen,  
Union Representative, Local 114

\_\_\_\_\_  
C. McComber, Controller

\_\_\_\_\_  
J. Robinson,  
Le-Ron Plastics Chief Shop Steward

\_\_\_\_\_  
**H. Singh,**  
Le-Ron Bargaining Representative