

COLLECTIVE AGREEMENT

between

TREE ISLAND INDUSTRIES

(hereinafter termed the "Employer")

-and-

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION
LOCAL 378**

(hereinafter termed the "Union")



DURATION OF AGREEMENT
October 1, 2007 to September 30, 2012

**COLLECTIVE AGREEMENT
TREE ISLAND INDUSTRIES LTD.**

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ARTICLE 1 – PARTIES

1.01 This Agreement is made and entered into by and between:

Tree Island Industries Ltd.
(hereinafter termed the "Employer")
Party of the First Part

and

Canadian Office and Professional Employees Union (COPE), Local 378
(hereinafter termed the "Union")
Party of the Second Part

As evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 2 – PREAMBLE

2.01 Purpose of Agreement

It is the intent of the Parties through this Agreement to:

- a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its Employees represented by the Union;
- b) Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.
- d) Establish and maintain collective bargaining relations between the Employer and the Union.

ARTICLE 3 – INTERPRETATION

3.01 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

3.02 Gender/Singular and Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

3.03 Incorporated Documents

All appendices to this Agreement including, but not limited to, all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union shall be deemed to be incorporated into this Agreement.

ARTICLE 4 - NOT INCLUDED IN 2004 - 2007 COLLECTIVE AGREEMENT

ARTICLE 5 – UNION RECOGNITION, BARGAINING UNIT DESCRIPTION AND APPLICATION OF AGREEMENT

5.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all persons to whom the Certification issued to the Union on May 17, 1995 applies, including any changes to said Certification made from time to time by the Labour Relations Board of British Columbia, or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors. Without limiting the generality of the foregoing, said Certification covers foremen, office and sales staff, quality control and supervisory personnel at and from 3933 Boundary Road, 3951 Boundary Road, Richmond, BC, and 927 Derwent Way, Delta, BC.

5.02 New Jobs

New positions or jobs established by the Employer, and covered by the Union's certification, shall be included in the bargaining unit unless specifically excluded by mutual agreement of the Employer and the Union or expressly excluded by order of the Labour Relations Board of British Columbia or any of its successors.

5.03 Application of Agreement

Persons who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent even where such persons are required to perform their work functions anywhere within the Province of British Columbia; or elsewhere, when on temporary assignment.

ARTICLE 6 – SECURITY OF BARGAINING UNIT WORK

6.01 Exclusivity of Bargaining Unit Work

Duties normally performed by Employees within the bargaining unit will not be performed by non-bargaining unit Employees except in the case of emergencies. The application of this clause does not limit bargaining unit Employees or non-bargaining unit Employees in the performance of functions or use of equipment which are common to their normal duties.

6.02 Contracting Out

- a) The Employer will not contract out bargaining unit work:
 - i) which results in the layoff of Employees, or
 - ii) to do the job of Employees on layoff.
- b) It is not the intent of the Employer to replace its regular workforce through the use of contract firms within the plant.

ARTICLE 7 – EMPLOYEE CATEGORIES

7.01 Employee Categories

All Employees hired or used by the Employer within the bargaining unit shall be categorized as either Full Time Regular, Part Time Regular, or Temporary Employees, as the case may be, as defined in this Agreement. All such Employees shall be subject to the probation period referred to in Article 12 of this Agreement.

ARTICLE 8 – FULL TIME REGULAR EMPLOYEES

8.01 Definition of Full Time Regular Employee

"Full Time Regular Employee" means an Employee hired or used in accordance with this Agreement to perform work of a continuing nature in a specific job on a full time basis. The hours of work of such Employee shall be governed by Article 17 and all other applicable provisions of this Agreement.

8.02 Application of Agreement

Full Time Regular Employees shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Part Time Regular or Temporary Employees, as the case may be.

ARTICLE 9 – PART TIME REGULAR EMPLOYEES

9.01 Definition of Part Time Regular Employee

"Part Time Regular Employee" means an Employee hired or used in accordance with this Agreement to perform work of a continuing nature in a specific job as defined by a given job description, on a part time basis. The hours of work of such Employee shall be governed by Article 9.06 below and all other applicable provisions of this Agreement.

9.02 Application of Agreement

Part Time Regular Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full Time Regular,

Temporary Employees, as the case may be. Except as expressly provided otherwise by this Agreement, Part Time Regular Employees shall be treated in all respects under this Agreement on the same basis as Full Time Regular Employees.

9.03 Pro Rate Entitlements Based on Full Time Equivalent Hours Worked

Notwithstanding anything, it is agreed that whenever under this Agreement any entitlement for any Part Time Regular Employee(s) is to be determined on a pro-rata basis, such pro-rata shall be calculated by using the number 2,080 hours as the "full-time equivalent" for any one year period. Notwithstanding anything, it is further agreed that where, pursuant to this Agreement, a Part Time Regular Employee is entitled to receive a specified term or condition of employment on a pro-rata basis in accordance with the "full-time equivalent" hours worked, all time off work during which such Employee's seniority either accrues, or is deemed to accrue, per this Agreement, shall be deemed to be time worked for the purposes of calculating such pro-rata entitlements under this Agreement.

9.04 Seniority

Seniority for a Part Time Regular Employee shall be calculated in accordance with Clause 13.03 and all other applicable provisions of this Agreement.

9.05 Salary Payment

For each hour, or portion thereof, actually worked, each Part Time Regular Employee shall be paid, on a twice monthly basis, an hourly wage rate calculated as follows:

$$\text{Base rate for the job per Appendix "A"} \\ \div 2080$$

9.06 Hours of Work

Except as expressly provided otherwise by this Article 9.06, the other provisions of this Agreement concerning hours of work shall apply equally to Part Time Regular Employees.

- (a) Part Time Hours of Work Defined – Part time hours of work must involve less than one hundred and twenty-eight (128) hours averaged over two (2) consecutive pay periods. Employees working part time hours of work must have at least two (2) consecutive scheduled days off work, as days of rest, in each work week.
- (b) Scheduling Hours of Work –A Part Time Regular Employee works more than his or her scheduled hours of work in any work day or work week, the Employee shall be paid overtime in accordance with Article 18, and all other applicable provisions of this Agreement, for all such time worked, subject to the provisions of Article 9.06 (a) above.

9.07 Paid Holidays

A Part Time Employee shall be paid four and six tenths (4.6%) percent of the Employee's base rate, on a twice monthly pay period basis, in lieu of Paid Holiday pay as referred to in Article 21. Payment will be made with each regular pay cheque.

9.08 Annual Vacation Entitlement and Pay

The number of vacation days to be received by a Part Time Regular Employee shall be calculated per Article 22.03 c) and all other applicable provisions of this Agreement based upon the Employee's length of service as defined in Article 13.03 and shall be pro-rated. The amount of vacation pay to be received by a Part Time Regular Employee shall be calculated per Article 22.03 and all other applicable provisions of this Agreement based upon the Employee's length of service as defined in Article 13.03 and shall not be pro-rated.

9.09 Sick Leave

A Part Time Regular Employee shall be entitled to sick leave pursuant to Article 24 on a pro-rata basis in accordance with the proportion of full time equivalent hours worked, subject to the provisions of Article 9.03 above.

9.10 Restrictions on Use of Part Time Regular Employees

Part Time Regular Employees shall not be used to avoid the long term continuance or creation of Full Time Regular positions. Accordingly, whenever reasonably practicable, the Employer shall combine part time work to create full time employment and jobs. See also Article 10.05 (f).

9.11 Monthly Usage Report

Once each calendar month the Employer shall provide the Union and the Executive Councillor with a written report detailing the usage of Part Time Regular Employees by name and job title.

ARTICLE 10 – TEMPORARY EMPLOYEES

10.01 Definition of Temporary Employee

"Temporary Employee" means an Employee engaged for work of a transient nature in a specific job or series of specific jobs on either a part time or a full time hours of work basis for a continuous period of six (6) consecutive months or less. The Employer and the Union may mutually agree to extend the period beyond six (6) months. Each extension must be agreed to by the Parties in writing prior to such extension.

10.02 Application of Agreement

Except as expressly provided otherwise by this Agreement, Temporary Employees who work full time hours shall be treated in all respects under this Agreement on the same basis

as Full Time Regular Employees. Except as expressly provided otherwise by this Agreement, Temporary Employees who work part time hours shall be treated in all respects under this Agreement as Part Time Regular Employees.

10.03 Hours of Work

The total number of hours of work each week for a Temporary Employee shall be established at the time of the Employee's engagement and shall not be reduced thereafter during the temporary assignment, except by mutual agreement of the Parties or when notice of termination is provided in accordance with Clause 10.04 below. In all cases, such hours of work must be consistent with either full time hours of work or part time hours of work as defined in this Agreement.

10.04 Notice of Termination

Temporary Employees shall be entitled to notice or pay in lieu of notice with respect to termination of employment in accordance with the Employment Standards Act of British Columbia, or any of its successors, based on the following formula, whichever is greater:

- i) After three (3) months consecutive employment, one (1) week's pay or notice,
- ii) After one (1) year, two (2) week's pay or notice.

10.05 Restrictions On Use of Temporary Employees

- a) Temporary Employees shall only be used by the Employer to cover temporary absences by Full Time Regular or Part Time Regular Employees or for special projects of limited duration.
- b) Temporary Employees shall not be used to avoid the long term continuance or creation of full time regular or part time regular positions.
- c) Temporary Employees shall not be engaged if such engagement will result in the displacement or layoff or the continuing layoff or displacement of any Full Time Regular or Part Time Regular Employee.
- d) Where reasonably practicable, the Employer shall temporarily promote existing Full Time Regular or Part Time Regular Employees prior to engaging Temporary Employees.
- e) No Temporary Employees shall be used in another temporary position for at least thirty (30) consecutive calendar days following their last date of termination as a Temporary Employee.
- f) The Employer shall not at any time engage or use more than a combined total of fifteen (15) Part Time Regular and Temporary Employees, without the prior express written consent of the Union. Further, the Employer shall not at any time engage or use more than a total of ten (10) Part Time Regular or a total of ten (10) Temporary

Employees, without the prior written consent of the Union. For the purposes solely of the limitations set forth in this Clause 10.05 f), it is agreed that "agency personnel" engaged or used pursuant to Clause 10.06 below shall be deemed to be Temporary Employees and shall be counted as such.

10.06 Agency Personnel

- a) Subject to the provisions of Clause 10.05 f), the Employer shall have the right to engage personnel through employment agencies as follows:
 - i) to provide temporary replacement for bargaining unit Employees absent as a result of sickness, injury or approved leaves of absence (including vacation) for the duration of the sickness, injury or approved leave of absence (including vacation); or
 - ii) to provide temporary coverage of vacant positions for the duration of the period necessary to fill the position in accordance with the job posting provisions contained in Article 16 of this Agreement.
- b) Notwithstanding anything, it is agreed that "agency personnel" engaged under this Clause 10.06 shall only be used by the Employer to perform work which involves accounting, clerical, reception or secretarial work functions at Job Group 6 or below.
- c) Notwithstanding anything, it is agreed that "agency personnel" engaged under this Clause 10.06 shall not be deemed to be Employees within the bargaining unit, hence their individual terms and conditions of employment shall not be regulated by this Agreement. Without limiting the generality of the foregoing "agency personnel" shall not have access to the grievance and/or arbitration procedures contained in this Agreement.
- d) The Employer shall pay to the Union in respect of each person engaged through an employment agency under this Clause 10.06 an amount of money each month equivalent to the Union dues which would apply if the work was being performed by a bargaining unit Employee.

10.07 Change of Status

If a Temporary Employee or a person engaged through an employment agency pursuant to Clause 10.06 above becomes a Full Time Regular or Part Time Regular Employee of the Employer either during or within ninety (90) consecutive calendar days following completion of his or her "temporary" or "agency" assignment with the Employer, the Collective Agreement shall apply to that Employee retroactively to the date he or she last commenced work for the Employer within the bargaining unit. Notwithstanding the foregoing, an Employee or person thus reclassified as a Full Time Regular or Part Time Regular Employee shall thereafter be subject to the applicable probation period per Article 12 and, for this purpose, shall be treated as a "new" Employee.

10.08 Monthly Usage Reports

Once each calendar month the Employer shall provide the Union and the Executive Councillor with a written report detailing the use of Temporary Employees and any "agency personnel" by name and job title.

ARTICLE 11 - NOT INCLUDED IN 2004 - 2007 COLLECTIVE AGREEMENT

ARTICLE 12 – PROBATION PERIOD

12.01 Probation Period Define

- a) A new Employee hired into a job in Job Group 4 or above shall be considered on probation for one hundred and eighty (180) consecutive calendar days from the date of last entry into the Employer's service.
- b) A new Employee hired into a job in Job Group 3 or below shall be considered on probation for ninety (90) consecutive calendar days from the date of last entry into the Employer's service.
- c) The probation period may be extended by mutual agreement between the Employer and the Union.
- d) Employees who terminate employment and are rehired into the same or a similar job within two (2) years of the date of their termination shall not be subject to another probation period.

12.02 Employer Obligations During Probation Period

- a) The Employer shall inform a probationary Employee of the standards which he or she is expected to meet during the probation period and shall also provide all appropriate familiarization necessary to assist the new Employee to meet these standards.
- b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance and shall provide adequate time within the probationary period for correction of the deficiencies, prior to the discharge or termination of the probationary Employee.
- c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

12.03 Discharge or Termination of Probationary Employees

Employees who do not meet the standards referenced above during the probationary period may be subject to discharge by the Employer.

12.04 Right to Grieve

A probationary Employee shall have access to the grievance and arbitration procedures contained in this Agreement.

ARTICLE 13 – SENIORITY

13.01 Definition of Seniority

- b) Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 13.
- c) Notwithstanding anything, however, each Employee in the Bargaining Unit as of October 1, 1997, shall be given credit for continuous service for the entire time period between his or her last date of hire by the Employer and October 1, 1997, and such continuous service shall apply for all purposes under this Agreement.

13.02 Calculation of Seniority – General

- a) Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority. Seniority shall commence from the Employee's last date of hire and will continuously accrue for all purposes under this Agreement unless lost pursuant to Clause 13.07 of this Agreement.
- b) When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union. This process of random selection is, in each case, to be completed by not later than five calendar days after the date of hire, unless this time period is extended by mutual agreement between the Employer and the Union.

13.03 Calculation of Seniority – Part Time Regular Employees

- a) Seniority for Part Time Regular Employees shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked, or deemed to have been worked. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be 2080. For the purpose of this Clause 13.03, deemed hours worked shall include layoff; Statutory Holidays; banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 27.06.

- b) For the purposes of Clause 13.03 (a) above, any applicable absence from work by a Part Time Regular Employee shall be deemed to be time worked and seniority shall continue to accrue based on the proportion of full-time equivalent hours worked or deemed to have been worked in accordance with the established work schedule. For the purposes of this calculation the average number of hours worked or deemed to have been worked shall be re-calculated every six (6) months.

13.04 Calculation of Seniority – Temporary Employees

Temporary Employees shall not accrue any seniority until such time as they obtain either Full Time Regular or Part Time Regular employment status under this Agreement, in which case they shall be granted seniority retroactively in accordance with Clause 10.07 and all other applicable provisions of this Agreement.

13.05 Calculation of Seniority – Probationary Employees

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 12, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article retroactively from their last date of hire.

13.06 Portability of Seniority Within the Bargaining Unit

Any Employee who changes employment status from Full Time Regular, Part Time Regular, or Temporary Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

13.07 Loss of Seniority

An Employee shall lose his or her seniority only in the event that:

- a) the Employee is discharged or terminated for just cause and subsequently not reinstated;
- b) the Employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position and does not revoke such voluntary termination within twenty-four (24) hours.
- c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or the Employee's recall rights as set out in Article 40.02 e) expire.
- d) the Employee accepts any position with the Employer outside of the Bargaining Unit and remains in that position for more than three (3) consecutive months from the date of commencement of such work, subject to the provisions of Article 27.06. Upon expiry of this time limit, and continuation in the position outside of the Bargaining Unit, the Employee shall lose all seniority accumulated under this Agreement. An extension may be granted to the three (3) month period if mutually agreed to between the Employer and the Union.

An Employee shall only have the right to accrue seniority under this Article 13.07(d) while working outside the Bargaining Unit one (1) time in any twelve (12) consecutive month period.

- e) the Employee fails to maintain membership in good standing in the Union.

13.08 Seniority List

- a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, job group, pay level, and seniority date of each Employee in the bargaining unit.
- b) The seniority list described in Clause 13.08 a) above shall be posted by the Employer at six (6) month intervals and a copy shall be given to the Union and the Executive Councillor.

ARTICLE 14 – ESTABLISHING JOB DESCRIPTIONS AND SALARY RATES

14.01 Basis for Establishing Job Descriptions and Selection Criteria

- a) Job Description Must Reflect Work Performed – The primary basis for establishing job descriptions shall be the bona fide operational requirements of the Employer, however, each job description must accurately reflect the work to be done.
- b) Selection Criteria Must Relate to Job Duties – Any skills, abilities, knowledge and/or qualifications which are established as requirements for any job must relate reasonably, fairly and consistently to the major duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

14.02 Basis for Determining Salary Rate(s)

- a) Job Content – It is understood that the primary basis for determining the appropriate salary rate with respect to any job shall be the work to be performed and the valid selection criteria and not the ability of any particular person to perform the work. All of the work to be performed and all valid selection criteria shall be taken into account.
- b) Internal Comparisons – It is understood and agreed that factors to be taken into account when establishing the appropriate salary rate for any new or changed job shall include, a comparison of the work to be performed relative to existing bargaining unit jobs and job groups and their salary levels following which other factors may be given consideration.

14.03 New or Changed Jobs to be Discussed

When an existing job is to be substantially changed or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate with the Union at least forty-five (45) calendar days prior to implementation of the changed or new job.

14.04 Joint Job Review Committee

- a) Establishment – The Employer and the Union hereby agree to establish a Joint Job Review Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives. This Committee may call upon additional persons for technical information or advice.
- b) Responsibilities of Committee – The Committee shall be empowered to review and make non-binding recommendations with respect to any dispute between the Parties related to the job description, selection criteria or salary rate with respect to any job within the bargaining unit. The Committee shall make such recommendations taking into account the bases for establishing job descriptions, selection criteria, and salary rates as prescribed by this Article.
- c) Committee Meetings
 - i) The Committee shall meet as required.
 - ii) The Chair of any committee meeting convened under this Article shall alternate between a Union and an Employer representative.
 - iii) Minutes shall be kept of all meetings of the Joint Job Review Committee, and a copy shall be provided to each committee member, the Employer and the Union.

14.05 Job Value Grievance

In the event that the Parties cannot agree on the job description, selection criteria or salary rate when an existing job is to be changed or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description, selection criteria and the salary rate proposed by the Employer, and the Union shall have the right to grieve by submitting any issues in dispute immediately to arbitration in accordance with Article 39, in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision. The arbitrator shall make his or her decision taking into account the bases for establishing job descriptions, selection criteria, and salary rates as prescribed by this Article. The arbitrator shall also have the authority and jurisdiction to determine whether or not a job represents a new or changed job under this Agreement.

14.06 Retroactivity

Any pay adjustment arising pursuant to this Article shall be made as of the date the job description, selection criteria and salary rate was first implemented by the Employer.

14.07 Application and Availability of Job Descriptions

Job titles for all jobs shall be established and placed into Appendix "A". The Employer shall provide on-line access to each Employee to enable all jobs referenced in Appendix "A" to be reviewed. Each job description shall contain the qualifications for that job, and where "equivalent" qualifications are specified, examples of such equivalencies shall be stated. Any changes to job descriptions shall be made in accordance with this Agreement. The Employer shall provide the Union with a copy of such Bargaining Unit job descriptions and any changes to such descriptions made in accordance with this Agreement.

Job qualifications will not be changed within the six (6) month period prior to posting for a job vacancy unless mutually agreed.

Job descriptions to include the salary grade for each job.

14.08 Due Process to be Followed

No job description, selection criteria or salary rate for any job in the bargaining unit shall be changed by the Employer, and the Employer shall not introduce any new bargaining unit job, during the life of this Agreement, except in the manner expressly provided for in this Agreement.

ARTICLE 15 – SALARY PAYMENT

15.01 Rates of Pay

The rate of pay for each job and job group shall be set out in Appendix "A" of this Agreement.

15.02 Salary Payment

Employees will be classified in accordance with the job descriptions established in accordance with Article 14 and shall be paid not less than the minimum salary specified for such classification as specified and set out in Appendix "A".

15.03 Increase in Job Value Under Article 14

An Employee whose job is determined to be of increased value in accordance with the provisions of Article 14 shall receive the rate of pay for the job as thus adjusted, from the effective date of such adjustment, subject to retroactivity per Article 14.06.

15.04 Decrease in Job Value Under Article 14

An Employee whose job is determined to be of decreased value in accordance with the provisions of Article 14 shall receive "blue circle" salary treatment and, therefore shall retain his/her pre-revaluation salary plus any general wage increases which may be negotiated. This "blue circle" treatment shall remain in effect for such time as the Employee remains in the job or until the Employee's position on the step scale exceeds the blue circle salary. This provision shall only apply to situations that arise on or after October 1, 2000.

15.05 Employees to be Paid Twice Monthly

- a) Employer to Pay Twice Monthly – The Employer shall pay Employees on a twice monthly basis for the life of this Agreement.
- b) Direct Deposit – The Employer may pay Employees by direct deposit of salary to the financial institution(s) of the Employee's choice. The Employee shall have the right to change the financial institution(s) of his or her choice upon ten (10) calendar days notice to the Employer. Payment shall be made two (2) working days prior to the middle and end of each calendar month unless management identifies business reasons to make the payments on the 15th and last business day of each month. Ninety (90) days notice to be provided prior to implementation.

15.06 General Wage Increases

- a) Salaries as per Appendix "A"
- b) Effect of "Red Circling" – An Employee whose salary rate is "red-circled" shall only receive that portion of any of the general increases provided by this Article 15.09, which is necessary to raise the Employee's "frozen" salary rate to a higher salary rate for his or her job which arises through application of any of these general increases.

15.07 Pay During a Temporary Upgrade

An Employee who is temporarily upgraded for one (1) full working day or more to work in a higher graded job per Appendix "A" shall receive five percent (5%) of his/her current base salary (converted to an hourly rate), for each grade increase relative to his/her current job grade, for each hour worked at the higher level work. No Employee, subsequent to the application of his/her upgrade formula, will receive less than the minimum or more than the maximum of the new salary range. For the purposes of this Clause 15.07, conversion to hourly rates shall be determined by dividing the Employee's annual salary per Appendix "A" by 2080.

ARTICLE 16 – FILLING JOB VACANCIES

16.01 Definition of Job Vacancy

A job vacancy shall exist where there is work available, either on a Full Time Regular, Part Time Regular or Temporary Employee basis as defined in this Agreement, and such work is within the scope of this Agreement. The filling, or not, of any such job vacancy shall be subject to the discretion of the Employer unless expressly provided otherwise by this Agreement.

16.02 Posting Job Vacancies

- a) Full Time Regular and Part Time Regular Jobs to be Posted
 - i) Posting of Positions at Job Group 3 and Below – Except as expressly provided otherwise by this Agreement, all job vacancies for any Full Time Regular or Part Time Regular positions or personnel as defined in this Agreement to fill positions at Job Group 3 and below shall be posted, in paper form, by the Employer on an "Employer-wide" basis for a minimum of seven (7) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s). Applications, except those specified in Clause 16.03 c) below, received after the seven (7) consecutive calendar day posting period shall not be considered.
 - ii) Posting of Positions at Job Group 4 and Above – Except as expressly provided otherwise by this Agreement, all job vacancies for any Full Time Regular or Part Time Regular positions or personnel as defined in this Agreement to fill positions at Job Group 4 and above shall be posted, in paper form, by the Employer on an "Employer-wide" basis for a minimum of fourteen (14) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s). Applications, except those specified in Clause 16.03 c) below, received after fourteen (14) consecutive calendar day posting period shall not be considered.
- b) No Job Posting for Temporary Jobs – Job vacancies for any temporary positions or personnel as defined in this Agreement shall not require job posting. For the purposes of this Agreement, a "temporary position" or "temporary job" shall mean a job filled by the Employer in accordance with Article 10 and all other applicable provisions of this Agreement by use of Full Time Regular, Part Time Regular or Temporary Employees, as the case may be. Such vacancies may be filled at the discretion of the Employer, however, failure by the Employer to fill any Temporary position shall not be relied upon by the Employer to deny any Full Time Regular or Part Time Regular Employee any applicable time off work referred to in this Agreement.

- c) Job Posting to Contain Pertinent Details – A job posting shall state all pertinent details of the job including, but not limited to:
 - i) job title;
 - ii) job group;
 - iii) salary range;
 - iv) job duties;
 - v) required knowledge, skills and qualifications;
 - vi) current hours of work, work days and work week; and
 - vii) any other appropriate information.
- d) Union to Receive Job Postings – A copy of all job postings shall be sent promptly by the Employer to the Union.

16.03 Eligibility for Posted Job Vacancies

- a) Employee Eligibility – Except as expressly provided otherwise by this Agreement, all Employees shall be eligible to apply and be considered for any posted job vacancy.
- b) Eligibility of Laid Off Employees – All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide each laid off Employee with a copy of all job postings sent by registered mail to the Employee's last known home address.
- c) Eligibility of Late Applicants – Late applications from Employees on layoff, sick leave, annual vacation, or any other authorized leave shall be considered provided that the job selection process has not already been completed at the time of such application.

16.04 Filling Posted Job Vacancies

- a) Applicants to be Acknowledged – The Employer shall acknowledge in writing to the Employee receipt of each application for a posted job vacancy and the applicants and the Union shall be advised in writing of the name of the person selected to fill the vacancy. If an applicant is not selected within ten (10) days after the closing of the job posting, the applicant and the Union will be advised of the status of the job vacancy.
- b) Rights of Unsuccessful Applicants – On request of the Employee either directly or through the Union, the Employer shall give an unsuccessful applicant full reasons in writing why the Employee's application was not successful.
- c) The Employer and the Union agree that successful applicants should assume the duties of a new job as soon as practical. In the event the successful applicant has not been placed in the new job within six (6) weeks from the date of notification of selection, the Employer shall provide the applicant and the Union with a written response describing the reason for the delay and the expected date for assuming the duties of the new job.

16.05 Job Selection Criteria

- a) No Discrimination or Favouritism – The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.
- b) Relative Ability Test – All job selections under this Article shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where an Employee who has less seniority is selected, such Employee's ability (to perform the vacant job) shall be significantly and demonstrably higher than candidates who have greater seniority.
- c) Ability in Current Job – For the purposes of Clause 16.05 b) above, ability shall include consideration of the Employee's performance in the Employee's current job.
- d) Selection Criteria to be Reasonably and Fairly Established and Applied – It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably and fairly to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.
- e) Priority for Job Selection – In accordance with the provisions of this Article, preference in the filling of all job vacancies shall be given to candidates in the following order;

Preference Category Number 1

1. The Employee, other than a Temporary Employee, with the highest seniority who was previously displaced or laid off under Article 40 from the position now vacant, unless such right to return pursuant to Clause 40.08 is waived by the Employee. A job vacancy which is to be filled on this basis shall not require job posting.

Preference Category Number 2

2. The Employee, other than a Temporary Employee, with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

Preference Category Number 3

3. Selection of a Temporary Employee applicant who has the ability to perform the job.

Preference Category Number 4

4. Selection of a person from an external source, providing the same ability requirements are maintained.

16.06 Full Time Regular and Part Time Regular Employees Filling Temporary Vacancies

A Full Time Regular or Part Time Regular Employee who secures a Temporary position pursuant to the provisions of this Agreement shall retain his or her status as a Full Time

Regular or Part Time Regular Employee, as the case may be during such assignment and shall retain all rights and entitlements applicable to such Full Time Regular or Part Time Regular Employee status under this Agreement including, but not limited to, the right to apply for posted job vacancies or to be temporarily promoted.

Upon completion of the temporary assignment, the Full Time Regular or Part Time Regular Employee, as the case may be, shall return to work in the job and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.

16.07 Lock-in Periods

- a) For Positions at Job Group 3 and Below
 - i) In Case of Promotion – Employees who are awarded a job posting or newly hired at Job Group 3 or below shall not be entitled to apply for another posting or position involving a promotion for a period of ninety (90) consecutive calendar days commencing on the date of each such job posting award or new hire, except by mutual agreement with the Employer.
 - ii) In Case of Lateral Transfer – Employees who are awarded a job posting or newly hired at Job Group 3 or below shall not be entitled to apply for another posting or position involving a lateral transfer for a period of three hundred sixty-five (365) consecutive calendar days commencing on the date of each such job posting award or new hire, except by mutual agreement with the Employer.
- b) For Positions at Job Group 4 and Above
 - i) In Case of Promotion – Employees who are awarded a job posting or newly hired at Job Group 4 or above shall not be entitled to apply for another posting or position involving a promotion for a period of one hundred eighty (180) consecutive calendar days commencing on the date of each such job posting award or new hire, except by mutual agreement with the Employer.
 - ii) In Case of Lateral Transfer – Employees who are awarded a job posting or newly hired at Job Group 4 or above shall not be entitled to apply for another posting or position involving a lateral transfer for a period of three hundred sixty-five (365) consecutive calendar days commencing on the date of each such job posting award or new hire, except by mutual agreement with the Employer.
- c) Lock-in Period Does not Apply to Laid Off Employees – Notwithstanding anything, it is agreed that the provisions of Clause(s) 16.07 a) and 16.07 b) above shall not apply to any Employee who is laid off such that he or she is without work.

ARTICLE 17 – HOURS OF WORK AND SHIFT PREMIUMS

17.01 Application of Article

Except as expressly provided otherwise by this Agreement, the provisions of this Article shall apply equally to all Employees.

17.02 Daily and Weekly Hours of Work

- a) The standard starting time shall be between 06:00 to 09:30 except for shifts which apply to Employees described in 17.07 below. No change shall be made to current start times without the mutual agreement of the Employer and the Employee, or notice as in 17.13
- b) Authorized Variations – There shall be no authorized variations to the standard daily and weekly hours of work prescribed by Article 17.02 a) above, except as expressly provided under Article 9.06 of this Agreement.

17.03 Minimum Daily Hours of Work

The minimum daily hours of work for all Employees under this Agreement shall be at least four (4) consecutive hours of work, inclusive of the rest periods and other work breaks but exclusive of the lunch periods prescribed by this Agreement, and this standard shall not be subject to any authorized variation under this Agreement. Accordingly, any Employee who reports for work, as scheduled, required or assigned, shall receive a minimum of four (4) hours pay at the applicable pay rate(s).

17.04 Rest Periods

Each Employee shall receive two (2) paid rest periods, free from work, in each work day, with each such period being fifteen (15) consecutive minutes in duration. The first such rest break shall occur prior to the lunch period and the second such rest period shall occur after the lunch period. No rest period shall be consecutive with any lunch period, except by mutual agreement between the Employer and the Employee. These rest periods shall be in addition to any other work breaks prescribed by this Agreement.

17.05 Lunch Period

Each Employee shall receive a lunch period free from work in each work day as follows:

- a) Standard - The standard lunch period shall be one-half (1/2) hour at or near the midpoint of the work day.
- b) Authorized Variation - By mutual agreement between the Employer and the Employee, the lunch period may be varied to one (1) hour at or near the midpoint of the work day.

17.06 Days of Rest

Each Employee shall be entitled to two (2) consecutive scheduled days off work, or days of rest, in each calendar week. The standard days of rest shall be Saturday and Sunday.

17.07 Starting Times Shift Work

In addition to the shift schedule set out in Article 17.02, Employees in the Quality Assurance Department, MIS (Network Support) and Operational Shift Supervisors may be subject to shift work in the following schedules.

- a) Operational Shift Supervisors
 - i) Day Shift commencing between 06:00 and 09:30, Tuesday to Saturday
 - ii) Rotating Shifts (one (1) or two (2) weeks each shift), Monday to Friday with shifts commencing between:
 - Days - 06:00 and 09:30
 - Afternoons - 14:30 and 17:30
 - Graveyards - 22:30 and 01:30
- b) Quality Assurance Department Continuous Rotation - Twelve hour continuous shift schedule in accordance with Appendix.
- c) MIS (Network Support) - Monday, Thursday and Friday - 8 hours worked commencing between 06:00 and 09:30. Tuesday and Wednesday - 10 hours worked commencing between 06:00 and 09:30. Alternate Fridays off.

17.08 No Split Shifts

Under no circumstance shall there be any splitting of any Employee's hours of work in any work day.

17.09 Shift Premiums

- a) 12 Hour Shift - Employees will receive a premium of thirty-five cents (\$.35) per hour for all hours worked.
- b) Tuesday - Saturday - 8 Hours - Employees will receive a premium of 2.5% of regular rate for all hours worked.
- c) Rotating Operational Shift Supervisors - 8 Hours - Employees will receive a premium of thirty-five cents (\$.35) per hour for all hours worked.

17.10 No Partial Reduction of Hours

The Employer shall not institute any partial reduction of hours of work. In the event of a lack of work, the provisions of Article 40 (Displacement, Layoff and Recall) shall apply.

17.11 Christmas Shutdown

- a) It is understood and agreed that the Employer may schedule a shutdown of its operations between the Christmas and New Years Holidays in any year. Such vacation shutdown may be preceded by the weekend prior to Christmas Day and the weekend following New Years Day, or may be for a longer period agreed to in advance by the Employer and the Union.
- b) In the event that the Employer implements a shutdown during the Christmas period, an Employee may request and receive a combination of the time off, for any of the days the Employee would normally have worked during the period of the shutdown which are not covered by Paid Holidays, in accordance with the following:
 - i) unused annual vacation entitlement;
 - ii) banked overtime, floating holidays and/or lieu days;
 - iii) time off without pay.
- c) The Employer shall provide all Employees with a minimum of ninety (90) calendar days prior written notice of a planned Christmas shutdown.
- d) Where the Employer has a requirement for work to be performed during a Christmas shutdown period, the performance of such work by any Employee shall be subject to the following:
 - i) The Employer shall ask, in seniority order, from highest to lowest, the Employees who normally perform the available work if they want to work during the Christmas shutdown and those Employees who accept shall be scheduled to work the required days;
 - ii) If the Employer is unable, pursuant to the above, to secure sufficient personnel to meet the work requirements, the Employer shall have the right to schedule Employees in reverse order of seniority, from lowest to highest, who normally perform the available work to work during the Christmas shutdown period.
- e) Any Employee who is scheduled to work any Paid Holiday during any Christmas shutdown period and who, without adequate reason, does not work shall not be entitled to any pay for such Paid Holiday(s) not worked.

- f) The Employer shall give at least sixty (60) calendar days advance notice to each Employee who is scheduled to work, in accordance with the provisions of this Article 17.14, during a Christmas shutdown. This provision shall not apply to circumstances beyond the control of the Employer.

17.12 Standby

Employees designated by the Employer as being on standby shall receive a payment of one (1) hour at their regular rate of pay for each week day and two (2) hours at their regular rate of pay for each weekend day or Statutory Holiday on standby. This payment shall not be deducted from any pay earned on a callout.

17.13 Notice of Introduction or Change of Shift Work Requirement(s)

- a) Days and hours of work as set out in Article 17, can only be changed by mutual agreement between the Union and the Employer.
- b) Any Employee who is not already subject to shift work pursuant to this Article, and whose position is to become subject to shift work, shall be given not less than sixty (60) calendar days prior written notice by the Employer before such Employee's position is changed to a shift work position, unless the Employee agrees to an earlier start date.

Employees whose start times are changed shall be given not less than sixty (60) calendar days prior written notice by the Employer unless mutual agreement has been reached as specified in 17.02 (a).

ARTICLE 18 - OVERTIME HOURS/PREMIUM PAY

18.01 Overtime Defined

All time worked in excess or outside of an Employee's scheduled hours of work, as defined in Article 17, shall be considered overtime and paid for in accordance with this Article.

18.02 Overtime Rate

All overtime as defined in Article 18.01 shall be paid at double the Employee's regular rate of pay.

18.03 Overtime on a Regularly Scheduled Day Off

Time worked on a regularly scheduled day off shall be paid at double the Employee's regular rate of pay with a minimum of four (4) hours pay at the double time rate.

18.04 Time Worked During Lunch, Meal or Rest Periods

When an Employee works through their lunch, meal or rest periods and does not receive an alternate time off for such break they shall receive double their regular rate of pay for the duration of such break(s).

18.05 Call Outs

When an Employee, who has left work, is subsequently called back to work during off-scheduled hours, such return to work shall be defined as a call out and the Employee shall be paid at double their regular rate of pay for a minimum of four (4) hours beginning at the time the Employee commences work. The exception to this shall be when the call out extends to commencement of the Employee's next scheduled shift in which case overtime shall be paid in accordance with Article 18.02.

18.06 Overtime Meals

When an Employee works more than two (2) hours beyond the end of their scheduled shift(s) he shall have a one/half hour meal break paid at the applicable overtime rate.

18.07 Overtime Banking

- a) Employees will have the option to bank overtime worked to a maximum of eighty (80) hours per calendar year (January 1 to December 31). Each hour of overtime equals two (2) hours time banked.
- b) All earnings associated with the banked overtime will be banked and paid out as the time off is taken.
- c) Banked overtime may be withdrawn by the Employee at any time, but in any event, all banked overtime will be paid out to the Employee on January 31st of each year for the previous calendar year, at the rate it was earned.
- d) Banked overtime will be taken at a time mutually agreeable to both the Employer and the Employee or may be used for sick leave. Applications for such time-off-work shall be subject to approval by the Employer on a "first-come, first-served" basis within each job classification.
- e) In the event of layoff or termination of employment all banked overtime will be paid out to the Employee at the rate it was earned.
- f) Employees wishing to bank overtime will clearly mark their timesheets as to whether they want to bank all or a portion of their overtime.

18.08 Telephone Consultation

Where an Employee is consulted by the Employer, or any customer or supplier of the Company, involving person-to-person contact by telephone or other electronic means, during any off-scheduled hours concerning a work-related matter, a telephone consultation premium shall be paid as follows:

- a) pay per telephone consultation equivalent to one-half hour or the length of the call, whichever is greater, at double time (2x) rates for calls which occur within eight (8) hours of completion of the Employee's shift or one (1) hour or the length of the call, whichever is greater, at double time (2x) rates for calls which occur beyond eight (8) hours following the completion of the Employee's shift except as expressly provided otherwise by Clause 18.08 b) below.
- b) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call which is subject to a telephone consultation premium, it will be construed as being part of the preceding call and, therefore, shall not be paid unless the combined time exceeds the applicable minimum paid period specified in clause 18.08 a) above.
- c) Where an Employee is required by the Employer to carry a pager during off-scheduled hours, the cost for the pager shall be paid by the Employer.

18.09 Overtime Distribution

Overtime shall be voluntary except in case of a bona fide emergency. Overtime will be distributed equitably amongst those Employees within the affected job classification, provided the Employees wish to work such overtime. The equitable distribution of overtime will be based on a calendar year. It is understood that the order of requesting overtime shall be those Employees who normally perform the available work followed by other Employees who are qualified to perform the available work. An Employee who declines overtime or is not available due to sickness, injury, vacation or leave of absence, shall be considered to have worked the overtime for the purposes of equitable distribution.
Article 18.09

18.10 Twelve Hour Continuous Shifts

Employees working on a twelve (12) hour continuous shift basis shall receive a premium of \$1.75/hour for all hours worked. The premium will not be included in the calculation of overtime.

ARTICLE 19 - OTHER PREMIUM PAY

19.01 Professional Membership, Registration and License Fees

The Employer shall fully reimburse an Employee for payment by the Employee of annual membership, registration or license fees to an organization or governing body which establishes standards or otherwise regulates the Employee's profession or type of work performed by the Employee. No such membership, registration or licensing shall be established by the Employer as a condition of employment or as a job requirement, except in accordance with the provisions of Article 14. Where such new conditions are imposed by the Employer, the Employer shall pay all costs for the acquisition and maintenance of any such membership, registration, or license fees, for eligible Employees who are in the job at that time.

ARTICLE 20 - TRAVEL TIME, ALLOWANCES, MEAL ENTITLEMENTS AND VEHICLE ALLOWANCES

20.01 Reasonable Costs

The Employer will pay all reasonable transportation costs, meals, sleeping accommodation, and any related expenses for Employees who are travelling for purposes related to the Employer's business upon submission of receipts or proof of expenditure.

20.02 Travel Undertaken on a Work Day

When an Employee performs work on a day when travel is undertaken the following shall apply:

- a) all time spent in travel shall be considered time worked and,
- b) if work and travel time exceed eight (8) hours then the appropriate overtime premium shall apply to all hours in excess of eight (8) hours.

20.03 Travel Time on Other Days

In instances where an Employee does not perform his/her normal duties and is required to travel on the business of the Employer or when such travel occurs on the Employee's scheduled day off, the Employee shall receive pay to a maximum of eight (8) hours at straight time (x1) rates.

20.04 Vehicle Allowances

An Employee who elects and is permitted to use his vehicle in performance of his duties on behalf of the Employer shall be paid a mileage allowance of ~~thirty-six cents (\$0.36)~~ forty-five cents (\$0.45) per kilometer or the rate increase otherwise established by the Company to compensate for such use.

ARTICLE 21 - PAID HOLIDAYS

21.01 Paid Holidays

- a) For the purposes of this Agreement, the following are acknowledged as Paid Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	Heritage Day

- b) In addition to the above, any other public holiday gazetted, declared or proclaimed by the Federal Government, or the Government of the Province of British Columbia, shall be deemed to be a Paid Holiday for the purposes of this Agreement.

21.02 Paid Holiday Pay

- a) Rate of Pay - Employees shall receive eight (8) hours pay at their regular rate of pay for each holiday, except that if an Employee has been working at a higher rate immediately prior to the paid holiday, the higher rate will apply. Where an Employee's normal work shift exceeds eight (8) hours then the payment shall equal the normal shift hours.
- b) Eligibility - Provided an Employee has completed thirty (30) days of employment with the Employer and has worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the Paid Holiday, the Employee will be entitled to holiday pay.

21.03 Paid Holiday Falling on Scheduled Days Off

When a Paid Holiday falls on an Employee's regularly scheduled day off or on a vacation day the Employee shall be entitled to an alternate day off with pay. Such day to be taken on the next following regularly scheduled work day(s) or other mutually agreeable time.

21.04 Work on a Paid Holiday or Scheduled Day Off

- a) Minimum - A minimum payment of four (4) hours at the overtime rate of double the Employee's regular rate of pay shall apply with respect to reporting for work on any Paid Holiday (or day in lieu thereof,) exclusive of any applicable payment for travel time).
- b) Pay and Time Off Work Entitlements - When an Employee works on a Paid Holiday (or a paid day off which was scheduled as a day in lieu of a paid holiday), such Employee shall be paid double time, plus the Employee shall have the option of receiving pay for the paid holidays or take another day off with pay. Scheduling of

this paid time off work shall be subject to mutual agreement between the Employee and the Employer.

21.05 Scheduling Work on Paid Holidays

Where the Employer has a requirement for work to be performed on any Paid Holiday or Scheduled Day Off the performance of such work by an Employee shall be subject to the following:

- a) The Employer, shall ask, in seniority order, from highest to lowest, the Employees who normally perform the available work, if they want to work on a given Paid Holiday or Scheduled Day Off and those Employees who accept shall thereby be scheduled to work on that day.
- b) If the Employer is unable, pursuant to the above, to secure sufficient personnel to meet the work requirements, the Employer shall have the right to schedule Employees, in reverse order of seniority, from lowest to highest, who normally perform the available work to work on the given Paid Holiday or on a Scheduled Day Off.
- c) The Employer shall give at least fourteen (14) calendar days prior notice to each Employee who is scheduled in accordance with this Article 21.05 to work on any Paid Holiday or Scheduled Day Off. This provision shall not apply in the case of a bona fide emergency which is beyond the control of the Employer.

ARTICLE 22 - VACATIONS AND VACATION PAY

22.01 Vacation Calculation Date

Vacation time and pay will be calculated to December 31st of each year.

22.02 Vacation Entitlement

- a) Employees shall be entitled to annual vacations in accordance with the Vacation Entitlement Schedule set out in Appendix "B" to this agreement.
- b) Effective October 1, 2002, Employees shall be entitled to annual vacations in accordance with the Vacation Entitlement Schedule set out in Appendix "B(i)" to this agreement.

22.03 Vacation Pay

- a) Except as set out in Article 22.03 b) below, Employees will be entitled to vacation pay based upon the greater of a continuation of their regular earning for the period or the appropriate percentage of their gross earnings calculated from January 1st to December 31st of each year.

- b) When an Employee has worked a minimum of thirteen hundred and fifty (1,350) hours in a calendar year including up to two hundred and fifty (250) hours of vacation time and WCB, running from January 1st to December 31st s/he shall be entitled to vacations as set out in Appendix "B" and vacation pay as set out in Article 22.03 a) above. If less than thirteen hundred and fifty (1,350) hours are worked, the Employee shall be entitled to vacations as set out in Appendix "B", however vacation pay will be based only upon a percentage of earnings.
- c) Except as provided in 22.03(d) below, all Employees must take their full vacation entitlement provided thirteen hundred and fifty (1,350) hours have been worked. If less than thirteen hundred and fifty (1,350) hours have been worked, an Employee shall only be required to take two (2) weeks vacation and may, at the Employee's request, accept the balance of monies owed in lieu of vacation time.
- d) All Employees who qualify for full vacation pay as provided in 22.03 b) above, may accrue up to one (1) week vacation to be taken in the following calendar year. This accrued vacation will not be taken in the months of June, July, August or September, unless mutually agreed. Employees with accrued vacation entitlement prior to this Collective Agreement being ratified, may take up to five (5) accrued vacation days in any calendar year.

22.04 Long Service Entitlement

After twenty-one (21) years of service Employees will be entitled to an additional ten (10) days of vacation to be taken within the ensuing five (5) years. Vacation pay for this entitlement will be based upon the Employee's regular rate of pay at the time the vacation is taken. This entitlement shall be repeated every five (5) years thereafter.

22.05 Vacation Bonus

Employees who have completed eight (8) years of service shall receive a vacation bonus based on one-half (1/2) % of gross vacation pay. Employees with more than eight (8) years of service will receive an additional one-half (1/2) % of gross vacation pay for each additional year of service. The bonus will be paid to Employees upon completion of each calendar year.

22.06 New Employees

Employees in their first year of service may take vacation after six (6) months of service.

22.07 Vacation Pay on Termination or Death

An Employee who leaves the employ of the Employer or who dies while employed shall receive vacation pay based upon the appropriate percentage of gross earnings for which vacation pay has not yet been paid.

22.08 Vacation Selection

- a) Subject to Departmental Requirements – Selection of vacation periods under this Agreement shall be subject to bona fide operational requirements.
- b) Vacation Selection by Seniority – Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement. Employees must indicate their choice of vacation period prior to November 30 for the following vacation year. Employees will be advised of approved vacations by December 31. Employees who do not indicate their choice by November 30 will forfeit their vacation selection seniority rights. Employees who do not indicate any vacation choice by August 15 of the vacation year, will be scheduled by the Employer prior to the end of the calendar year.
- c) Only One (1) Period of Vacation to be Selected at a Time – Only one (1) vacation period per Employee shall be selected by seniority until all Employees have selected one (1) period. Subsequently, all Employees who have chosen to take their vacation in split periods in accordance with Article 22.03 d) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated for subsequent periods until all periods are chosen.
- d) Split Vacations – Vacations may be taken in split periods but no such split period of vacation shall be less than one (1) working week, unless mutually agreed upon by the Employer and the Employee.

22.09 No Change in Scheduled Vacation Without Employee's Consent

An Employee's vacation schedule once established in accordance with Article 22.07 above shall not be changed by the Employer without the consent of the Employee.

22.10 Overlap of Vacation with Other Leaves of Absence

When an Employee is entitled to sick leave, family leave (bereavement, etc.,) or any other approved leave of absence with pay during his or her vacation period, the applicable leave of absence shall prevail and there shall be no deduction from the Employee's vacation entitlements. Instead, the period of vacation which is thus displaced by the applicable leave of absence shall be taken later at a time mutually acceptable to the Employee concerned and the Employer.

ARTICLE 23 - NOT INCLUDED IN 2004 - 2007 COLLECTIVE AGREEMENT

ARTICLE 24 - SICK LEAVE AND LONG TERM DISABILITY

24.01 Sick Leave Definition

Sick leave is defined as the period of time that an eligible Employee is entitled to be absent from work with pay due to illness, injury, disability or other medical condition.

24.02 Eligibility for Sick Leave

All Employees, except for Temporary Employees, who have completed the probation period referred to in this Agreement shall be eligible for sick leave in accordance with this Article and all other applicable provisions of this Agreement.

24.03 Sick Leave Allowance

- a) Entitlement in Calendar Year of Hire - Employees shall be entitled to three (3) paid sick leave days on the first (1st) of the month following three (3) full months of employment. For each additional month of service such Employees shall be entitled to one (1) additional day of paid sick leave.
- b) Additional Coverage - Between the time an Employee's sick leave accumulation as set out in 24.03 a) above is exhausted, and the expiry of the LTD waiting period, the Employer shall continue to provide the Employee with income at sixty six and two-thirds percent (66 2/3%) of their basic earnings.

24.04 Use of Sick Leave Credits

- a) Reporting Sickness to Employer - An eligible Employee requesting sick leave credits shall report, or cause to have reported, to the Employer as soon as may be reasonably possible the illness, injury, disability or other medical condition giving rise to the Employee's absence.
- b) Workers' Compensation Payments Prevail - Sick leave credits shall not be used for any period of absence from work for which an eligible Employee is covered and compensated by Workers' Compensation Board payments.
- c) Sick Leave in Conjunction with Vacation - An eligible Employee shall have the right to use sick leave credits while on vacation by substituting sick leave credits for vacation days for any applicable period of illness, injury, disability or other medical condition, providing the Employee produces a medical certificate from a medical practitioner of the Employee's choice stating the period during which the Employee was thus affected during his or her vacation. When such substitution occurs, the Employee shall have the number of his or her vacation days thus affected credited to his or her vacation entitlement.

24.05 Long-Term Disability Definition

Long term disability shall be defined as the period of time that an eligible Employee is absent for any continuous period in excess of one hundred and twenty (120) calendar days

due to illness, injury, disability or other medical condition covered by the Long Term Disability Plan referred to in this Article.

24.06 Eligibility for Long Term Disability

All Employees who have completed the eligibility period referred to in this Agreement shall be eligible for long term disability coverage and benefits in accordance with this Article and all other applicable provisions of this Agreement.

24.07 Long Term Disability Plan

- a) LTD Plan - The Employer shall continue to provide coverage with a third party insurance carrier an acceptable Long Term Disability Plan ("LTD Plan") which shall continue in effect during the life of this Agreement, subject to and in conformance with the provisions of this Article. This LTD Plan shall be deemed to be a benefit plan for all purposes under this Agreement.
- b) LTD Benefit Payments - The LTD Plan shall pay to an eligible Employee sixty percent (60%) of the Employee's basic earnings in effect at the onset of disability through illness, injury or other medical condition as defined in the Plan, except that the first one hundred and twenty (120) calendar days of disability shall be covered by available sick leave credits as referred to in Article 24.03 a) of this Article.
- c) LTD Costs Borne By Employees - The costs for the Long Term Disability coverage referred to in this Agreement shall be paid one hundred percent (100%) by each eligible Employee.
- d) Continuation of Employment and Benefits - An Employee who is eligible for or in receipt of benefits under the LTD Plan shall not be terminated by the Employer and benefits shall continue during any period of eligibility, subject to the Employee, if requested to do so by the Employer, providing a medical report from a medical practitioner of the Employee's choice attesting to the continued disability. The costs for obtaining such medical report shall be borne by the Employer.

24.08 Advance Payment of Long Term Disability

During the first month in which an Employee who is eligible and has applied for Long Term Disability benefits, the Employer shall, on request by the Employee, advance to the Employee the amount of money which the Employee is entitled to receive from the LTD Plan for that month. Such advance payment shall be refunded to the Employer by the Employee when he receives his first payment from the Insurance Carrier.

ARTICLE 25 – FAMILY LEAVE

25.01 Maternity Leave

- a) Basic Leave Entitlement – On written request, an Employee who is pregnant shall be granted a leave of absence without pay for maternity reasons for a period not to exceed fifty-two (52) weeks, except as expressly provided otherwise by Article 25.01 b) below.
- b) Extended Maternity Leave Entitlement – On written request, an Employee shall be granted extension(s) to the fifty-two (52) weeks of basic maternity leave, up to an additional twenty-six (26) weeks, provided each such request is for medical reasons and is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the Employee's choice. Each such extension to basic maternity leave for medical reasons shall be an unpaid leave of absence.
- c) Commencement of Maternity Leave
 - i) The pregnant Employee shall advise the Employer a minimum of three (3) weeks in advance of the date on which the maternity leave of absence is to commence.
 - ii) The period of maternity leave shall commence from nine (9) weeks prior to the expected date of confinement. However, the Employee may request postponement of the commencement of maternity leave for any period approved in writing by a qualified medical practitioner of the Employee's choice.
 - iii) Once maternity leave has commenced the Employee may not return to work during the six (6) week period following the date of delivery, unless the Employee requests in writing a shorter period a minimum of two (2) weeks in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the Employee's choice attesting to the Employee's ability to resume work.
- d) Continuation of Benefits – An Employee while on maternity leave, including the basic leave period and any extension thereto, as specified under Article 25.01 b), shall be entitled to continued full benefit plan coverage and benefits under this Agreement.
- e) Notice of Return to Work – An Employee on maternity leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the maternity leave of her intent to return to work, whichever is the earlier date.

25.02 Parental Leave

- a) On written request, an Employee whose partner has given birth, and who has completed a minimum of one (1) year of continuous service with the Employer shall be granted a leave of absence without pay for parental reasons for a period not to exceed thirty-five (35) continuous weeks. The leave may be commenced at any time within one (1) year following the birth of the child.
- b) The Employer may require submission of a birth certificate for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- c) An Employee shall request parental leave at least three (3) weeks in advance of the date of commencement of the leave.

25.03 Adoption Leave

- a) On written request, an Employee who has completed a minimum of one (1) year of continuous service with the Employer shall be granted a leave of absence without pay for adoption reasons for a period not to exceed fifty-two(52) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption of a child.
- b) The Employer may request proof of the adoption prior to the commencement of such leave.
- c) An Employee shall request adoption leave at least three (3) weeks in advance of the date of commencement of the leave.

25.04 Family Care Leave

All Employees shall be entitled up to five (5) days of unpaid time off work in each calendar year for the purposes of attending to family matters. Such unpaid time off work may be taken at one (1) time or in any increments of four (4) or more hours, at the Employee's option. Such unpaid time off work shall be approved by the Employer upon request by an Employee.

25.05 Bereavement Leave

- a) Leave of absence with pay of three (3) working days shall be granted to an Employee in the event of a death in the immediate family. In the event that an Employee has to travel out of province to attend the funeral, then an additional one (1) working day leave with pay shall be granted in addition to the three (3) working days.
 - i) For the purposes of this Article 25.05, "immediate family" shall include: spouse, common-law spouse, children or foster children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law step-parents, step-

grandparents, step-brother, step-sister, step-children, step-grandchildren and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.

- ii) For the purpose of this Article 25.05, persons of the same sex who are cohabitants shall, at their option, be deemed to be spouses.
- b) If an Employee is on vacation at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his or her vacation entitlement.

25.06 Employee Entitlements During Leaves of Absence

Except as expressly provided otherwise by this Article, an Employee taking any leave of absence pursuant to this Article shall be governed by the provisions of Article 26.05 with respect to his or her entitlements under this Agreement during the leave of absence.

25.07 Return to Work

Except as expressly provided otherwise by this Article, an Employee taking any leave of absence under this Article shall be governed by the provisions of Article 26.07 with respect to his or her return to work.

25.08 Impact of Legislation

The provisions for family related leave contained in this Article including, but not limited to, those concerning maternity leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favourable to the Employee, such legislation shall apply and prevail.

ARTICLE 26 – OTHER LEAVES OF ABSENCE

26.01 Court Duty

An Employee summoned to Jury Duty or as a witness (not a defendant or a plaintiff) on a regular work day shall be paid wages amounting to the difference between the amount paid them from the court and the amount they would have earned had they worked on such days. Employees on leave under this Article shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. The Employer will compensate Employees when they are required to testify for the Employer's business.

26.02 Religious Holidays

Leave of absence without pay for religious holidays may be granted, which permission shall be consistently applied and shall not be unreasonably denied by the Employer.

26.03 Long Term Personal Leave

An Employee may request an unpaid leave of absence from the Employer for a period not to exceed one (1) year. The granting of any such request shall be at the sole discretion of the Employer.

26.04 Short Term Personal Leave

A leave of absence without pay may be granted for legitimate personal reasons acceptable to the Employer. The Employer will give reasonable consideration to each request for a leave of absence.

26.05 Examination Leave

Leave of absence with pay shall be granted by the Employer to allow Employees time off work to undertake examinations in respect of training or education courses or programs approved by the Employer, provided such examination takes place during working hours. If a final exam on a work day occurs outside of working hours, then , an Employee, on request, will be given up to four (4) hours paid leave, on that day to prepare for the examination.

26.06 Employee Entitlements During Leaves of Absence

An Employee granted any leave of absence, or extension, pursuant to this Article shall be kept "whole" in all respects under this Agreement including, but not limited to, seniority, service and vacation accrual; the right to apply for job postings; benefits plans coverage and benefits; and all other rights and entitlements as if he or she had remained working for the duration of the leave of absence, including any extension thereto, unless this Agreement expressly provides otherwise. For example, it is understood and agreed that if the leave of absence is unpaid, the relevant salary and benefits provisions of this agreement shall not apply during the leave of absence, except where the Employer chooses to pay the required premiums whereupon benefit plan coverage shall be maintained.

26.07 No Call Back From Leave of Absence

- a) Once an Employee has commenced an approved leave of absence, such Employee shall not be called back to work by the Employer, without the consent of the Employee.
- b) If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

26.08 Return to Work

- a) Return to Former Position – Upon completion of any leave of absence granted pursuant to this Agreement, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, unless in the interim the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.
- b) Delay in Returning to Work – An Employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the Employee does not provide reasonable grounds for the delay, the Employee may be subject to discipline.

ARTICLE 27 – UNION MEMBERSHIP AND DUES

27.01 Union Membership

- a) The Employer agrees that all Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New Employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.
- b) The Employer shall advise the Union of all newly hired Employees each month at the time of making the regular dues remittance per Clause 27.04 below.

27.02 Union Dues Authorization

Each Employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's pay or salary the amount of the regular monthly dues and fees owing or payable to the Union as established by the Union.

27.03 Mandatory Union Dues and Other Deductions

- a) The Employer shall, as a condition of employment, deduct from the pay or salary of each Employee in the bargaining unit the amount of the regular monthly or other dues including, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days notice in advance of the implementation date.

27.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by not later than the fifteenth (15th) of the calendar month following the date of deduction and shall be accompanied by information specifying the names of the Employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

27.05 Record of Union Deductions (T4 Slips)

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each Employee prior to March 1 of the succeeding calendar year.

27.06 Payment of Union Dues to Preserve Seniority Accrual when Absent from Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 27. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority and employment shall be terminated.

ARTICLE 28 – UNION REPRESENTATION

28.01 Union Representatives

- a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to cooperate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.

28.02 Time Off Work for Union Business

- a) Shop Stewards and other Employees appointed by the Union, shall be granted reasonable time off during regular working hours to perform their duties and this time shall be deemed to be time worked and they shall be kept "whole" by the Employer with respect to all pay, seniority, benefits and other rights and entitlements which would accrue to them under this Agreement had they remained working. Such time off work for duly authorized Union representatives shall be for the purpose of:

- i) investigating complaints that may lead to grievances, or to handle the adjustment thereof, or to attend to any meeting with representatives of the Employer.
- ii) transmission of Union bulletins and/or notices and by posting or such other means as are reasonable under the circumstances.
- iii) briefing time of up to one-half (1/2) hour prior to grievance meetings as set out in Article 38 of this Collective Agreement.

Such Employees when carrying out these duties on Employer time will first obtain the approval of the Employer and their requests for time off will not be unreasonably denied.

28.03 Leave of Absence for Union Business

- a) Employees who are acting as full time officers or representatives of the Union or who are hired, elected or appointed to positions representing COPE, Local 378 or COPE shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.
- b) An Employee on leave pursuant to this Article 28.03 may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless either the Union or COPE makes such monthly payments on behalf of the Employee.
- c) Except as expressly provided otherwise by this Article 28.03, the Employee shall be kept "whole" by the Employer with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had he or she remained working. Such benefits and entitlements will be at no cost to the Employer.
- d) On conclusion of a leave of absence under this Article 28.03, the Employee shall be returned to his former job and work location, unless the Employee has been the successful applicant for another job during the period of the leave, in which case the Employee shall be placed in the new job.
- e) Permission for leave pursuant to this Article 28.03 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.

28.04 Union Access to Employees

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union, upon advance notice, in which case such permission shall not be unreasonably denied.

28.05 Use of Employer Facilities

Subject to availability, the Employer shall provide the Union with suitable meeting rooms at its premises, free of charge, when required for the purpose of Union business involving Employees of the Employer.

28.06 No Other Agreement

The Employer agrees not to enter into any agreement with any Employee or group of Employees as described in Article 4.23, which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement.

28.07 Union Bulletin Boards and Ballot Boxes

- a) The Employer shall provide free bulletin board facilities at each of its premises for the exclusive use of the Union, with the location in each case to be determined by mutual agreement of the Parties. Such bulletin boards shall be used to post Union communications.
- b) The Employer agrees that the Union shall have the right to use the Employer's electronic mail system to communicate with Employees in the bargaining unit. Any such communications shall be subject to prior approval by the Employer.
- c) It is agreed that the Union shall have the right to place ballot boxes in the workplaces of the Employer for the purposes of conducting Union elections, referenda, polling or collective agreement votes.

28.08 Union Information for New Employees

The Employer shall provide a designated Job Steward thirty (30) minutes to acquaint new Employees with the Union. Such time shall occur during the first thirty (30) days of work during regular work hours and without loss of pay.

ARTICLE 29 – MANAGEMENT RIGHTS

29.01 Management Rights

Except as specifically limited by this Agreement, all rights to manage the operation and direct the workforce shall remain with the Employer.

29.02 Rules and Regulations

The Employer shall have the right in accordance with Clause 29.01 above to make and to implement rules, regulations and policies in respect of Employees in the bargaining unit, providing that any such rules, regulations and/or policies must satisfy the following conditions:

- a) they must be consistent with the Collective Agreement;
- b) they must be reasonable;
- c) they must be clear and unequivocal;
- d) they must be brought to the attention of the Employee(s) affected before the Employer can initiate any action based on their application;
- e) the Employee(s) concerned must have been notified that a breach of such rule, regulation or policy would result in discipline, discharge or termination if the rule or regulation is to be used by the Employer as a foundation for any such action;
- f) such rule, regulation or policy must have been enforced, with reasonable consistency, by the Employer from the time it was introduced.

29.03 Application of Employer Policy

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any rule, regulation or policy of the Employer, this Agreement shall take precedence.

ARTICLE 30 – MEDICAL CERTIFICATES AND EXAMINATIONS

30.01 Medical Certificates

An Employee may be required by the Employer to provide a certificate from a qualified medical practitioner of the Employee's choice for any one (1) absence due to illness or injury in excess of five (5) consecutive working days. The Employer shall give reasonable notice to any Employee required to provide a medical certificate.

30.02 Medical Examinations

An Employee who is absent due to illness or injury more than four (4) times in any consecutive twelve (12) month period, involving in each instance absences of five (5) working days or less, or is absent in excess of thirty (30) continuous calendar days as a result of illness or injury, may be required by the Employer to undergo a medical examination by a qualified medical practitioner of the Employee's choice. The Employee shall provide the Employer with a copy of the medical practitioner's report which shall attest to the Employee's medical condition and where the Employee is absent in excess of thirty (30) continuous calendar days the Employee shall provide such report prior to returning to work.

30.03 Confidentiality of Medical Information

The Employer and any Union representative who has access to medical information pertaining to any Employee shall ensure that such information is maintained in strict confidence. In addition, the Employer agrees that medical information pertaining to an Employee shall not be divulged to any third party without the Employee's written consent.

30.04 Cost of Medical Certificates or Reports

The costs of obtaining medical certificates or reports, as referred to in this Article, shall be borne by the Employer.

ARTICLE 31 – NO STRIKE OR LOCKOUT

31.01 No Strike or Lockout

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

31.02 Right to Refuse to Cross Picket Lines

All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia, or any successor legislation, without being subject to any discipline or discharge. Employees who exercise their rights under this Clause 31.02 shall be considered to be on leave of absence without pay.

ARTICLE 32 – PERSONAL RIGHTS

32.01 No Personal Harassment

a) Prohibition Against Personal Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

b) Definition of Personal Harassment

- (i) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal.

Personal harassment includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

(ii) Sexual harassment, as defined in Clause 32.01(c) below, is also considered to be a form of personal harassment and will not be tolerated.

c) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

Conduct of a sexual nature includes, but is not limited to,

- (i) sexual or physical assault,
- (ii) propositions in exchange for workplace favours,
- (iii) unwelcome sexual touching,
- (iv) direct insult on the basis of gender,
- (v) relentless unwanted pursuit,
- (vi) other like behaviour.

Whether or not conduct is seen as "unwelcome" will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought reasonably to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

d) Employer Obligations

The Employer must at all times act appropriately to preserve and promote a work environment which is free from personal harassment. Accordingly, the Employer will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Employer with respect to any Employee in the bargaining unit must be for "just cause".

e) Employee Obligations

All Employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Employer up to and including discharge. Any such disciplinary or other action by the Employer must be for "just cause".

f) Complaint Procedure

An Employee who feels that s/he has a harassment complaint may contact the Director Of Human Resources for the Employer who will:

- (i) investigate the matter; and
- (ii) maintain a strict degree of confidentiality about the matter; and
- (iii) attempt to effect a resolution which is acceptable to all concerned.

Any Employee in the bargaining unit who is involved in this harassment complaint process shall, upon request, have the right to Union representation.

An Employee alleging harassment may bypass this complaint procedure and proceed directly to grievance pursuant to Clause 32.01(g) below. An Employee alleging harassment may also proceed to grievance pursuant to Clause 32.01(g) below in the event that resort to the complaint process described in this Clause 32.01(f) does not resolve the matter.

g) Resolution of Personal Harassment Grievances

Allegations of personal harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution by grievance and arbitration, if necessary, in accordance with Clause 32.01(h) below and all other applicable provisions of this Agreement.

h) Harassment Complaint Resolution By Grievance/Arbitration

(i) Initiating A Personal Harassment Grievance

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit Employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Stage II of the grievance procedure as described in Article 38 of this Agreement in which case the provisions of that Article shall apply except as expressly amended below.

(ii) Time Limits For Raising Grievance

A grievance concerning personal harassment must be initiated within one hundred eighty (180) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, personal harassment is alleged with respect to any job selection, the matter must be grieved within thirty (30) calendar days of the date of receipt by an Employee of notice of his or her unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(iii) Processing The Grievance At Stage II

A grievance concerning personal harassment shall be heard at Stage II by the President of the Company, or his or her delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

(iv) Authority Of Arbitrator

An arbitrator hearing a grievance under this Article shall have the authority to:

- uphold or dismiss the grievance; and/or
- return the issue to the President/CEO of the Employer to determine the appropriate disciplinary penalty; and
- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

32.02 Personal Duties

The Parties agree that Employees shall not perform, or be required to perform for any other Employee, work or duties of a personal nature.

32.03 Protection Against Legal Action

- a) The Employer agrees to indemnify each Employee against all costs, charges and expense, including an amount paid to settle an action or satisfy a judgement, actually and reasonably incurred by an Employee, including an amount paid to settle an action or satisfy a judgement in a civil, criminal or administrative action or proceeding to which an Employee is made a party by reason of being or having been an Employee, and acting in the course of employment with the Employer.
- b) It is the responsibility of the Employee to advise, as soon as reasonably possible, the Employer when the likelihood of legal action against the Employee is threatened.

32.04 Lie Detector Tests

The Employer agrees that polygraph or similar lie detector tests will not be used without the consent of the subject Employee.

32.05 Substance Tests

The Employer agrees that no test for the presence of any substance in the body of the Employee shall be made without the prior and voluntary consent of the subject Employee.

32.06 No Personal Search

The Employer shall not undertake any search of either the person or the personal property or possessions of any Employee without that person's consent. However, refusal to cooperate could result in an adverse inference being drawn.

ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY

33.01 Working Practices

- a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- b) Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply.
- c) No Employee shall undertake any work which the Employee deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the local Occupational Health and Safety Committee.
- d) No Employee shall be subject to discipline for legitimately acting in compliance with Regulation 8.24 of the Worker's Compensation Board Industrial Health and Safety Regulations.

33.02 Safety Committee

- a) The Employer and the Union shall have a Joint Safety Committee comprised of two (2) Union Representatives and two (2) Management Representatives, with each Party selecting its representatives to its sole discretion.
- b) The Joint Safety Committee shall meet as necessary but not less than three (3) times each calendar year. The Chairperson for each meeting shall alternate between a Representative of the Union and a Representative of Management.
- c) All Employees involved in any meeting of the Joint Safety Committee or performing any other functions under its auspices shall be granted time off work for this purpose and this time shall be deemed to be time worked. Accordingly, they shall

be kept "whole" by the Employer with respect to all pay, seniority, benefits and any other rights or entitlements which would accrue under this Agreement had they remained working.

33.03 Injured Employee – Daily Earnings

If an Employee is injured on the job and a doctor recommends no further work on that day, the Employer will maintain the Employees daily earning for that day.

33.04 Safety Equipment, Clothing and Footwear

- a) Equipment, clothing or footwear which is necessary for use by any Employee for reasons of occupational health and/or safety, shall be provided by the Employer at no cost to the Employee. Such items shall include but not be limited to, safety boots and coveralls which shall be cleaned and maintained in a state of good repair by the Employer, at the expense of the Employer, or otherwise replace, at the expense of the Employer.
- b) New Employees will provide their first pair of safety boots but will be reimbursed by the Employer upon successful completion of their probationary period.
- c) Occupational health and/safety equipment, clothing or footwear issued by the Employer to any Employee shall remain the property of the Employer and shall be returned to the Employer upon request of the Employer or upon termination of the Employee.

33.05 First Aid Attendants

- a) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the required Industrial First Aid Certificate shall be borne by the Employer and leave of absence with pay to a maximum of eight (8) hours per day, to take the necessary courses shall be granted.
- b) Employee's required to possess an Industrial First Aid Certificate who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowances: First Aid Level 2 or 3 ~~\$0.70 (seventy cents)~~ \$0.90 (ninety cents) per hour for all hours worked.

33.06 Transportation of Injury Victims

Transportation to the nearest physician or hospital for an Employee who suffers illness or injury during working hours and is required to leave for treatment shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the Employee to return to his workplace or personal residence, whichever is most appropriate to the Employee's condition, and such transportation shall be provided and paid for by the Employer.

ARTICLE 34 - NOT INCLUDED IN 2004 - 2007 COLLECTIVE AGREEMENT

ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM

35.01 Purpose

- a) The purpose of the Employee Assistance Program shall be to facilitate treatment for Employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.
- b) The purpose of the Employee Assistance Program shall also be to provide Employees with every opportunity under this Article to resolve problems of a personal nature which are adversely affecting their work attendance, job performance or behaviour while at work before any disciplinary or discharge action is taken by the Employer.

35.02 Nature of Program

The Employer shall provide an Employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide each Employee and the Union with information on the program.

35.03 Participation

All Employees and their immediate family dependents, as defined by the EAP contract for services described in Clause 35.02 above, shall be eligible for participation in the Employee Assistance Program. An Employee may participate on a voluntary basis, or mandatorily as described as Clause 35.04 below.

35.04 Employer Initiated Referral

An Employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union Representative.

35.05 Privacy and Confidentiality

- a) The Parties agree that the Employee Assistance Program shall not operate so as to invade the privacy of any Employee, except with the Employee's consent and where attendance, job performance or behaviour while at work is identified as a problem.
- b) All information related to an Employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an Employee as evidence in any arbitration.

35.06 Funding

All costs relating to maintaining of the Employee Assistance Program shall be borne by the Employer.

ARTICLE 36 – PERFORMANCE ASSESSMENTS AND PERSONNEL RECORDS

36.01 Personnel Files

- a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- b) No negative comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information. Normal "administrative" records regarding such things as attendance, etc., shall not be considered to be negative comments or reports.

36.02 Employee Access to Personnel File

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. A Union representative may also be present. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file. A Management Representative may be present during the review.

36.03 Performance Assessments

Regular performance assessments shall only be used by the Employer as a means of assisting in the training and development of Employees or to bring to the Employee's attention areas that require improvement. An Employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The Employee may sign the assessment, which act shall only indicate completion of the assessment, not concurrence or rejection.

36.04 Purging Personnel Files

Documentation which is disciplinary in nature and adverse performance notations will be removed from an Employee's file following one (1) year without further discipline. This does not apply to the Employee's official performance appraisal forms.

ARTICLE 37 – DISCIPLINE AND DISCHARGE

37.01 Just Cause

The Employer shall only discipline or discharge (culpable or non-culpable) an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

37.02 Union Representation

An Employee shall have the right to have Union representation present at any formal investigation meeting with the Employer which may give rise to any discipline or discharge and at the time any discipline or discharge is imposed by the Employer. When thus requested by an Employee, it shall be the responsibility of the Union to ensure that Union representation under this Clause 37.02 is provided within a reasonable time period.

37.03 Notice of Disciplinary Action

The Employer shall provide the Employee with a statement clearly establishing the reasons for discipline or discharge at the time of taking such action. A copy of the statement shall also be provided by the Employer to the Union.

37.04 Right to Grieve

An Employee shall have the right to grieve, in accordance with the grievance and arbitration procedures contained in this Agreement, any disciplinary action taken by the Employer including, but not limited to warning, reprimand, suspension, or discharge.

37.05 Major Discipline – Preliminary Hearing

Before suspending or discharging any Employee, the Employer must first convene a hearing to provide a forum for a full review of the evidence of the case. The Employer shall advise the Union and the Employee(s) concerned in writing in advance of the date, time, and location of such hearing and the allegations being raised by the Employer.

The Employer shall have the right, subject to its sole discretion, to impose a suspension or discharge prior to convening the preliminary hearing. Any preliminary hearing postponed under these circumstances must be convened by the Employer within five (5) calendar days of the date of imposition of the disciplinary sanction in question.

37.06 Time Limits for Applying Discipline

The discipline or discharge of any Employee must be done by the Employer within twenty (20) calendar days of the date that the Employer knew or ought reasonably to have known about the circumstance(s) involved. In the case of discipline arising from a series of incidents the discipline must take place within twenty (20) calendar days of the date of the culminating incident.

37.07 No Oral Warning or Reprimand as Discipline

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

ARTICLE 38 – GRIEVANCE PROCEDURE

38.01 Definition of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
- b) the discipline or discharge of any Employee.

38.02 Right to Grieve

- a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.
- b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees, including policy grievances.
- c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.

38.03 Complaints

An Employee and/or any Union representative may at any time discuss any complaint with the Employee's manager prior to initiating a grievance through the Union.

38.04 Grievance Process

All grievances shall be processed in accordance with the following:

- a) All grievances must be submitted in writing at the appropriate stage by:
 - i) setting out the nature of the grievance and the circumstances from which it arose;
 - ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - iii) stating the redress or other action required to resolve the matter;
 - iv) transmitting the grievance to the other Party.
- b) All grievances shall be resolved without stoppage of work.

38.05 Stages of Appeal

- a) Stages – A grievance may be appealed in writing by the Union or the Employer through the following stages.
 - i) Stage I – The immediate manager of the Employee concerned and a representative of the Union or their respective alternate(s).
 - ii) Stage II – The Human Resources Manager and a full time paid representative of the Union and a Job Steward (or their respective alternate(s) and the grievor(s).
- b) Discipline, Discharge or Job Selection Grievances – A grievance concerning the discipline, discharge or job selection of any Employee shall be initiated at Stage II of the grievance procedure.
- c) Compliance with Time Limits – The grieving Party may immediately refer any grievance to arbitration under Article 39 in the event of any failure by the other Party to comply with any applicable time limits under this Article.
- d) Bypassing Stage(s) – By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to the grievance.

38.06 Time Limits

- a) Initiating a Grievance – Grievances under this Article must be initiated within thirty (30) calendar days of the occurrence giving rise to the grievance being known.
- b) Convening A Grievance Hearing – A grievance hearing under this Article must in each case be convened within fifteen (15) calendar days following the date or receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.
- c) Grievance Hearing Response – The grieving Party shall be provided with a written response by the other Party within fifteen (15) calendar days following the date of the conclusion of the grievance hearing.
- d) Appealing a Grievance Denial – A grievance which is denied at Stage I of the grievance procedure set forth in this Article must be appealed to the next stage of the grievance procedure within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.
- e) Referral to Arbitration – A grievance which is denied at Stage II of the grievance procedure must be referred to Arbitration within thirty (30) calendar days following the date of receipt of the written denial of the grievance.
- f) Amendment of Time Limits – The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union.

38.07 Deviation from Grievance Procedure

- a) The Employer will not enter into discussion or negotiation of the grievance with the grievor(s) once a grievance has been initiated by the Union.
- b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by an other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.
- c) The grieving Party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

38.08 Effect of Settlements

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

38.09 Disclosure of Information

With respect to every grievance, the Parties specifically agree to provide each other with full disclosure of all relevant evidence including, but not limited to, that which is written and that which exists in any form other than in writing, which is within the knowledge or possession of or can reasonably be obtained by either the Employer or the Union, as the case may be. Nothing contained in this Clause shall restrict the use of any evidence at an arbitration hearing.

ARTICLE 39 – ARBITRATION

39.01 Reference to Arbitration

After exhausting the grievance procedure and subject to the applicable time limits as set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

39.02 Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, than either Party may request that the Minister of Labour for the Province of British Columbia appoint the arbitrator.

In the event of policy grievances or grievances involving the application or interpretation of the collective agreement, the arbitration board shall be expanded to three (3) members (one (1) nominee from the Union and one (1) nominee from the Employer) should either Party request it.

39.03 Jurisdiction of Arbitrator

- a) Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.
- b) Arbitrators shall have the power to amend any grievance in order to relieve either Party of any failure to conform to any technicality.
- c) Arbitrators shall have the power to amend the grievance procedure with respect to applicable time limits when they are satisfied that there are reasonable grounds to do so.

39.04 Decision of Arbitrator

- a) The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Employer, the Union and each Employee in the bargaining unit affected by the decision.
- b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision or decide any issue in dispute and the Arbitrator shall have the jurisdiction to resolve these matters.
- c) Discipline Grievances – Where an Arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an Employee has been disciplined, discharged or terminated for other than just cause or that if just cause exists, that the penalty is inappropriate, the Arbitrator, the Labour Relations Board, or other body shall have the power to:
 - i) direct the Employer to reinstate the Employee with full pay, including retroactivity and interest, and to make the Employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the Employee under the Collective Agreement had he or she remained working;
 - ii) make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

39.05 Arbitration Expenses

The fees and expenses of the Arbitrator shall be borne equally by the Parties.

39.06 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

- a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers or the Union's Grievance/Arbitration Representative.
- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.
- d) The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Clause 39.06 by a single arbitrator.
- e) Decisions of the arbitrator shall not be more than three typewritten pages long and shall not be subject to appeal.
- f) All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

39.07 Alternate Dispute Resolution

Notwithstanding the other processes outlined in this Article, the Employer and the Union may agree to participate in an alternate dispute resolution process. This process employs the caucus model and may be changed by mutual agreement.

- a) The Employer and the Union will select a mediator/arbitrator on a case by case basis to facilitate mediation or other alternate dispute resolution processes (as determined by the parties).
- b) Both parties must agree to the format of this process in advance.
- c) Both parties shall share equally the cost of this process.
- d) It is understood that either party may withdraw from this process at any time.

Resolutions under this process are without prejudice or precedent, unless agreed otherwise by the parties.

ARTICLE 40 – DISPLACEMENT, LAYOFF AND RECALL

40.01 Layoff of Regular Employees

- a) If it is necessary to layoff regular Employees in a department or location due to shortage of work, organizational changes, or for reasons other than technological or procedural changes, as outlined in Article 41, the Employer shall meet with the Union, in a timely manner, and advise the Union of the proposed reduction and the jobs and Employees affected. Layoff is defined as one or more Employees losing their employment with the Company.
- b) Prior to laying off any regular Employee, the Employer shall terminate temporary Employees in the department or location affected.
- c) Regular Employees shall be laid off in inverse order of their seniority, provided that the retained Employees have the present ability to perform the job.
- d) Regular Employees who are to be laid off will receive four (4) week's written notice except in cases of unforeseen operational requirements. A copy of such written notice will be sent to the Union.

40.02 Full Time Regular Employee who Becomes Redundant

- a) A full time regular Employee who becomes redundant under Article 41 or is subject to layoff under Article 40, may elect to be placed into other vacant positions which, in the opinion of the Employer, the Employee could satisfactorily perform or may elect to bump in the following order:
 - i) the Employee with the least seniority in the same job; or,
 - ii) the Employee with the least seniority in a job which the redundant Employee previously held; or.

If there is no Employee to be bumped under (i) or (ii), the Employee may elect to bump to the position held by the Employee with the least seniority in an equal or lower group job that the redundant Employee has not previously held but which, in the opinion of the Employer, the Employee could satisfactorily perform.

- b) Where such vacancy placement or bumping occurs the Employee shall be entitled to retain his/her regular rate of pay for ninety (90) calendar days after which he/she shall receive either his or her regular salary or the highest salary for the job group being entered, whichever is the lesser. In all cases of vacancy placement, the Union may waive job postings when requested by the Employer.
- c) Any election by an Employee taken under this Article or Article 41 shall be given in writing to the Employer no later than three (3) working days after the Employer has given the required written notice of layoff to the Employee, identifying the Employee's options.

d) Regular Employees who become laid off shall be placed on the recall list pursuant to Article 40.

e) Any Employee with six (6) months or more of service who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of six (6) months.

Any Employee with twelve (12) months or more service who is laid off due to lack of work or redundancy, shall be placed on the recall list for an additional six (6) months if the Employee confirms his/her availability for recall immediately prior to the expiration of the first six (6) months on the recall list.

Any Employee with sixty (60) months or more service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for an additional twelve (12) months if the Employee confirms his/her availability for recall immediately prior to the expiration of the second six (6) months on the recall list.

f) The Employer agrees to maintain an up-to-date recall list and provide a copy to the Union upon request.

40.03 No new Employee will be Hired

a) No new Employee will be hired until Employees on the recall list who have the present ability to perform the vacant job have been offered the position, in order of seniority. A vacancy at the same salary group as the position which an Employee on the recall list previously held shall not be posted until such Employees on the recall list who have the present ability to perform the vacant job have been offered the position, in order of seniority. When it is necessary to increase personnel in the job group from which Employees have been laid off, laid off Employees will be recalled in order of seniority. The following conditions shall apply:

b) It shall be the responsibility of the laid off Employee to notify the Human Resources Department of any change in his/her postal address. Laid off Employees who have complied with the foregoing procedure shall be notified by the Employer either personally or by registered mail at their last known address of the date on which they are to report to work.

c) Should an Employee fail to report to work within seven (7) days of being notified personally or within ten (10) days of the postal registration date of the written notice, the Employee shall lose the right of re-employment and seniority.

d) An Employee who has been laid off in accordance with the provisions of Article 40, will be removed from the recall lists if s/he has not been recalled at the conclusion of the recall period as defined in Article 40.02 e), unless the Employee is unable to work due to sickness or injury at the time of recall. At the Employer's request, the Employee will be required to produce a medical certificate to substantiate that the sickness or injury prevented the Employee from working.

ARTICLE 41 – TECHNOLOGICAL CHANGE AND NEW PROCEDURE

41.01 Notice of New Procedure

- a) Whenever the Employer proposes to effect a new procedure as defined in Article 41.06, which is likely to result in the displacement of Employees, it shall give to the Union at least sixty (60) calendar days prior written notice. Such notice shall state:
 - i) The nature of the new procedure;
 - ii) The date on which the Employer proposes to effect the new procedure;
 - iii) The number, location and classification of Employees likely to be displaced due to implementation of the new procedure; and
 - iv) In general terms, the anticipated results of introduction of the new procedure upon the Employer's work, operations, undertaking or business and upon the affected Employees.

41.02 Meeting to Review Impact

At the request of the Union, the Employer shall meet with the Union within seven (7) calendar days of the date of such request to review the effects of the intended disposal. This review will include the identities of the Employees whom it is anticipated may or will be displaced.

41.03 Displacement/Layoff

Any displacement of any Employee(s), whether involving a layoff or not, arising in respect of the introduction of any new procedure must be undertaken in accordance with the provisions of Article 40 (Displacement, Layoff and Recall). Without limiting the generality of the foregoing, each affected Employee shall be entitled to written notice of layoff, or pay in lieu of such notice, in accordance with Article 40.01 d).

41.04 Training

In the event that an Employee is displaced from his/her position because of the introduction of a new procedure as defined in 41.06, the Employee shall be provided with training;

1. for the operation of new equipment, or
2. for qualifying for new jobs created by the new procedures, or
3. for any other vacancies,

provided the Employee has the skill and basic knowledge to perform the job satisfactorily within a reasonable familiarization period.

41.05 Resolution of Disputes

Any dispute between the Parties with respect to any technological change or new procedure shall be subject to resolution in accordance with the grievance and arbitration procedures set forth in this Agreement.

41.06 Definitions

- a) "New Procedure" shall mean the introduction of any change in the nature of the Employer's work, operations, undertaking or business or in the manner in which the Employer carries on its work, operations, undertaking or business which results in the displacement of one (1) or more Employees. Without limiting the generality of the foregoing, New Procedure shall be deemed to include:
 - i) any reorganization, in whole or in part, of the Employer's work, operations, undertakings or business;
 - ii) any technological change.
- b) Technological Change for the purposes of this Agreement shall mean the introduction of any equipment or material different in nature, type or quantity from that previously used by the Employer or a change in the manner in which the Employer carries on its work, operations, undertaking or business related to the introduction of such equipment or material which results in the displacement of one (1) or more Employees.

ARTICLE 42 - NOT INCLUDED IN 2007 – 2012 COLLECTIVE AGREEMENT

ARTICLE 43 – TRAINING AND EDUCATION

43.01 Continuing Education

- a) The Employer supports the efforts of Employees to meet current and future skills requirements by ~~reimbursing~~ paying Employees for 100% of the cost of external course fees, exam fees and required texts, provided the Employer determines the development is directly related to their current job.
- b) Payment related to training for a position to which the Employer determines they may practically move within the Employers business will be made at 50%. In addition, business related training, not directly related to the current job, where there are obvious benefits for the Company, will also be covered at 50%.
- c) In order to receive ~~reimbursement~~ payment for costs set out in 43.01 a) or b) the Employee must have received prior permission from the Company to take the course, ~~and to have successfully completed it.~~
- d) In the event the employee does not successfully complete the course, then full repayment for the cost of the course, exam fees and required text shall be required.

ARTICLE 44 – SEVERANCE PAY

44.01 Eligibility

All Employees, except for Full Time Temporary shall be eligible for severance pay in accordance with this Article and all other applicable provisions of this Agreement. The provisions of Article 10.05 shall govern the severance of Full Time Temporary Employees.

44.02 Definitions

For the purposes of this Article, the following definitions shall apply:

- a) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement.
- b) "Week" shall be defined as forty (40) hours work for the purposes of calculating severance pay.

44.03 Severance Pay

An Employee whose employment is terminated by the Employer in accordance with this Agreement due to layoff shall be entitled to severance pay as follows:

After 3 months but less than 6 months service	2 week's pay
After 6 months but less than 2 years service	3 week's pay
After 2 years service –	3 weeks pay plus 1 week for every year of service over 2 years

44.04 Severance Pay Rate

Severance pay shall be paid at the prevailing rate of pay of the Employee at the time of termination of employment.

44.05 Severance Pay Options Upon Layoff

An Employee who is laid off pursuant to Article 40 and who is thus eligible for severance pay under this Article shall be accorded the following options:

- a) accept full severance pay at the time of the layoff, or
- b) accept severance pay in semi-monthly installments; or
- c) accept severance pay in full at any time during or at the conclusion of the recall periods as defined in Article 40.

44.06 Re-employment Following Severance

An Employee who is paid severance pay in accordance with this Agreement and is subsequently re-employed by the Employer shall not be obliged to make any repayment but any money still owing to the Employer will be forfeited by the Employee.

44.07 Notice of Layoff or Pay in Lieu

In addition to the severance pay referred to in this Article, an eligible Employee shall be entitled to notice of layoff or pay in lieu of such notice in accordance with the provisions of Article 40 of this Agreement.

44.08 Acceptance of Severance Pay

- a) Vested Entitlements – It is understood and agreed that at such time as an Employee accepts severance pay in accordance with this Agreement, and the severance pay is paid in accordance with Article 44.05, the Employee's employment shall be terminated and such Employee shall have no further rights or entitlements under this Agreement, except for the following:
 - i) continuation of any coverage the Employee is entitled to receive, subsequent to termination of employment, under any of the benefit plans referred to in this Agreement; and
 - ii) any vested rights or entitlements arising out of Article 46; and
 - iii) any other accrued benefits or entitlements not paid to the Employee at the time of termination of employment.
- b) Vested Right to Grieve – The Union on behalf of any Employee who is terminated in accordance with this Agreement shall retain the right to grieve, any matter related to the Employee's termination or to any vested right, entitlement or accrued benefit of the Employee under the terms of this Agreement.

ARTICLE 45 – BENEFIT PLANS

45.01 Eligibility

- a) All Employees shall be eligible for coverage and benefits under all of the benefit plans referred to in this Article, subject to the provisions of this Article and the respective benefit plans.
- b) Each Employee's spouse and dependents, if any, shall be eligible for coverage and benefits under all of the benefit plans referred to in this Article, subject to the provisions of this Article and the respective benefit plans.

45.02 Cost for Benefit Plans Borne by the Employer

The Employer shall pay the full premium costs for providing the benefit plans referred to in this Article.

45.03 Medical Services Plan of British Columbia

All eligible Employees shall be enrolled in the Medical Services Plan (MSP) of British Columbia and the costs in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer.

45.04 Extended Health Care Plan

Prescription drug coverage at 100% The Employer will provide a mutually acceptable Direct Pay Drug Plan, which will pay one hundred percent (100%) reimbursement for prescription drugs directly to the pharmacist without any payment being required of any Employee. The cost in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer.

Professional Services to be provided by an optometrist or medical practitioner for one (1) eye exam for a maximum of \$75.00 in a twenty-four (24) month period.

The Employer shall provide an Extended Health Care Plan which will pay in respect of each Employee and his or her spouse and dependents, subject to existing deductible and reimbursement levels, which shall not be diminished from the existing Pacific Blue Cross plan, services including, but not limited to, the following:

- a) Hearing Aids – ~~Four hundred (\$400.00)~~ Five hundred (\$500.00) dollars every five (5) years, for each covered person;
- b) Vision Care – Will be covered at ~~three hundred and fifty dollars (\$350.00)~~ four hundred and fifty dollars (\$450.00) every twenty-four (24) months, non deductible, for purchase of lenses and frames or contact lenses for each covered person;
- c) Unlimited Lifetime Maximum – Unlimited Lifetime maximum.

45.05 Dental Plan

The Employer shall provide a Dental Plan which will pay in respect of each Employee and his or her spouse and dependents, if any:

- a) Part A – Basic Services - 100% including composite fillings
- b) Part B – Major Services Such as Crowns, Bridges and Dentures, etc. - 75%
- c) Part C – Orthodontic Services – 50%, to a lifetime maximum of two thousand (\$2,000.00) dollars per covered person.

Effective October 1, 2002, Part C –Orthodontic Services – 50% to be increased to a lifetime maximum of three thousand five hundred dollars (\$3,500.00) per covered person.

45.06 Group Life Insurance Plan

The Employer shall provide a Group Life Insurance Plan which will pay to an Employee's beneficiary an amount equal to three (3) times the Employee's annual salary in the event of the Employee's death from any cause. This benefit shall reduce by fifty percent (50%) at age 65 and terminate at age 70.

NOTE: There are maximum benefit payouts – refer to Plan.

45.07 Accidental Death & Dismemberment Insurance Plan

The Employer shall provide an Accidental Death and Dismemberment Insurance Plan with twenty-four (24) hour coverage and payments based on a principle amount which is equal to three (3x) time the Employee's annual salary.

NOTE: There are maximum benefit payouts – refer to Plan.

45.08 No Change in Benefits Without Prior Approval of Union

The Employer shall not make any change(s) to any of the benefit plans coverage and/or benefits referred to in this Article without the prior, express written consent of the Union.

45.09 Resolution of Disputes

The Employer agrees that in the event of any dispute concerning entitlement to, or amount of, any benefits under this Article, the Employer will make a joint representation with the Union to the appropriate governing authority in an attempt to resolve the dispute(s).

ARTICLE 46 – GROUP RRSP

46.01 Pension Plan

The Employer shall maintain the group RRSP which is currently in effect throughout the life of this Agreement, subject to and in conformance with the applicable provisions of this Agreement and the law.

46.02 Participation in the Group RRSP

Participation in the Group RRSP shall be optional for all Employees in the Bargaining Unit.

46.03 Contribution Rates

The Employer and each eligible Employee shall contribute to the Group RRSP as follows:

<u>Employee Contributions</u>	<u>Employer Contributions</u>
<u>3.0%</u>	<u>4.5%</u>
<u>4.0%</u>	<u>6.0%</u>
<u>5.0%</u>	<u>7.5%</u>

Employees may elect to contribute a percentage of gross earnings as noted above, based on a percentage of gross salary exclusive of overtime and other premiums. The contribution level elected by an Employee will determine the corresponding contribution level of the Employer.

46.04 Information Concerning the Group RRSP

The Company will authorize Royal Trust or any subsequent RRSP provider to provide the Group RRSP Committee and the Union with copies of all documents relevant to the operation of the Plan and any investment arrangements made through the Plan, that a member of the Group RRSP Committee might reasonably request.

46.05 Protocol Agreement

The Employer and the Union have agreed to the "Protocol Agreement".

46.06 Group RRSP Status

The Group RRSP does not form part of the Collective Agreement and any decisions of the Group RRSP Committee are not subject to the grievance process.

ARTICLE 47 – SAVING PROVISIONS

47.01 Government Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, in operative or unenforceable, by a competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:

- a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per this Clause 47.01.
- c) If mutual agreement cannot be reached as provided in Clause 47.01 b) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

47.02 Authority of Arbitrator

An arbitrator acting under this Article shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

ARTICLE 48 – MISCELLANEOUS PROVISIONS

48.01 Preparation and Distribution of the Collective Agreement

- a) Within sixty (60) calendar days following the effective day of successive Collective Agreements between the Parties, the Employer shall, at no charge, provide each Employee in the bargaining unit with a copy of the new Agreement.
- b) The Union shall be responsible for the design and format of the Agreement.
- c) The Employer and the Union shall equally share in the costs of printing the Agreement.
- d) All copies of this Agreement and any of its successors shall be printed by a Union shop selected by the Union and shall bear a recognized Union label.

48.02 Communications

- a) In the event that the Employer decides on a matter involving the general interpretation of any provision of the Collective Agreement, the Employer will forthwith provide the Union with a written copy of the interpretation.
- b) Except as expressly provided otherwise by this Agreement, any notice required to be given by either Party to the other pursuant to this Agreement shall be promptly forwarded in writing to the appropriate office and representative(s) of the Employer or the Union, as the case may be.

48.03 Employment of Relatives

The Parties agree that no provision of the Collective Agreement will be interpreted or applied so as to create a reporting relationship between relatives. The Employer acknowledges that its hiring policies do not contain any restriction on hiring of relatives.

ARTICLE 49 – DURATION AND RETROACTIVITY

49.01 Duration

This Agreement shall be binding and remain in full force and effect to midnight September 30th, 2012 and thereafter in accordance with this Article.

49.02 Notice to Bargain

- a) This Agreement may be opened for Collective Bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other Party on or after May 31st, 2012.

- b) Where no notice is given by either Party prior to May 31st, 2012 both Parties shall be deemed to have given notice under this Article on June 1st, 2012 and thereupon Article 49.03 below applies.

49.03 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 49.02 above, the Parties shall commence collective bargaining within ten (10) calendar days after the notice was given, or at some other time as may be mutually agreed.

49.04 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

49.05 Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of Collective Bargaining and until a new or revised Agreement is signed by the Parties without prejudicing the position of the new or revised Agreement in making any matter retroactive in such new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

49.06 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified in Article 49.07 below, shall come into force and effect on the date of ratification of this Agreement by the Parties.

49.07 Exclusions of Operation – Labour Relations Code of BC

The Parties hereto agree to exclude the operation of Sections 50 (2) and (3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

ARTICLE 50 - EMPLOYER UNION RELATIONS

50.01 Establishment Of Joint Liaison Committee

The Employer and the Union hereby agree to establish a Joint Liaison Committee to consist of the Job Stewards and Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set terms of reference for such Committees. These sub-committees and ad hoc committees shall all consist of equal numbers of representatives of each Party, with each Party selecting its own representatives.

50.02 Responsibilities of Committee

- a) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In

referring matters, the Parties will determine whether the subject will be addressed on a standing or ad hoc basis.

- b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties.

50.03 Committee Meetings

- a) In the case of those matters to be addressed on a standing basis, the Committee shall meet at least once semi-annually. Sub-committee meetings and Committee meetings to address ad hoc issues shall be scheduled as required by mutual agreement of the Parties.
- b) The Chair of any committee meeting convened under this Article shall alternate between a Union and an Employer representative.

50.04 Time Off Work

Attendance by any Employee at any meeting of the Joint Liaison Committee, or of any sub-committee or ad hoc committee operating under its auspices, or performing any other functions related to the activities of one (1) or more of these committees as designated and approved by the appropriate committee(s), shall be deemed to be time worked and requests for such time off shall not be unreasonably denied by the Employer. Accordingly, each Employee shall be kept "whole" by the Employer with respect to all pay, seniority, benefits and any other rights or entitlements which would accrue to the Employee under this Agreement had he or she remained working.

50.05 Minutes of Meetings

Minutes shall be kept of all meetings of the Joint Liaison Committee, or any sub-committee or ad hoc committee operating under its auspices, and a copy shall be provided to each Committee member, the Employer and the Union.

Signed at Burnaby, BC, this 27th day of February, 2008.

FOR THE EMPLOYER:

[Signature]

[Signature]

FOR THE UNION:

[Signature]

Arnell L Brophy
Jim Eoh Jiriksons
Cindy Henry

APPENDIX A

SALARY SCHEDULE - ANNUAL SALARIES

EFFECTIVE OCT. 1, 2007

Grade	Min	6 mths	12 mths	18 mths.	24 mths	30 mths	36 mths
1	35150	35872	36595	37319			
2	37954	38737	39520	40303			
3	41029	41880	42727	43575			
4	43209	44128	45048	45966			
5	46809	47805	48801	49797			
6	49702	51084	52463	53844	55226		
7	53036	54509	55983	57455	58928		
8	56887	58150	59416	60680	61945	63208	
9	61153	62512	63871	65230	66588	67949	
10	65886	67106	68325	69547	70766	71987	73206
11	70816	72127	73438	74750	76060	77371	78684
Shift Supv.	69555	70844	72131	73419	74707	75995	77283

EFFECTIVE OCT. 1, 2008

Grade	Min	6 mths	12 mths	18 mths.	24 mths	30 mths	36 mths
1	36204	36948	37693	38439			
2	39093	39899	40706	41512			
3	42260	43136	44009	44882			
4	44505	45452	46399	47345			
5	48213	49239	50265	51291			
6	51193	52617	54037	55459	56883		
7	54627	56144	57662	59179	60696		
8	58594	59894	61198	62500	63803	65104	
9	62988	64387	65787	67187	68586	69987	
10	67863	69119	70375	71633	72889	74147	75402
11	72940	74291	75641	76992	78342	79692	81045
Shift Supv.	71642	72969	74295	75622	76948	78275	79601

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EFFECTIVE OCT. 1, 2009

Grade	Min	6 mths	12 mths	18 mths.	24 mths	30 mths	36 mths
1	37290	38056	38824	39592			
2	40266	41096	41927	42757			
3	43528	44430	45329	46228			
4	45840	46816	47791	48765			
5	49659	50716	51773	52830			
6	52729	54195	55658	57123	58589		
7	56266	57828	59392	60954	62517		
8	60352	61691	63034	64375	65717	67057	
9	64878	66319	67761	69203	70644	72087	
10	69899	71193	72486	73782	75076	76371	77664
11	75128	76520	77910	79302	80692	82083	83476
Shift Supv.	73791	75158	76524	77891	79256	80623	81989

EFFECTIVE OCT. 1, 2010

Grade	Min	6 mths	12 mths	18 mths.	24 mths	30 mths	36 mths
1	38502	39293	40086	40879			
2	41575	42432	43290	44147			
3	44943	45874	46802	47730			
4	47330	48338	49344	50350			
5	51273	52364	53456	54547			
6	54443	55956	57467	58979	60493		
7	58095	59707	61322	62935	64549		
8	62313	63696	65083	66467	67853	69236	
9	66987	68474	69963	71452	72940	74430	
10	72171	73507	74842	76180	77516	78853	80188
11	77570	79007	80442	81879	83314	84751	86189
Shift Supv.	76189	77601	79011	80422	81832	83243	84654

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EFFECTIVE OCT. 1, 2011

Grade	Min	6 mths	12 mths	18 mths.	24 mths	30 mths	36 mths
1	39850	40668	41489	42310			
2	43030	43917	44805	45692			
3	46516	47480	48440	49401			
4	48987	50030	51071	52112			
5	53068	54197	55327	56456			
6	56349	57914	59478	61043	62610		
7	60128	61797	63468	65138	66808		
8	64494	65925	67361	68793	70228	71659	
9	69332	70871	72412	73953	75493	77035	
10	74697	76080	77461	78846	80229	81613	82995
11	80285	81772	83257	84745	86230	87717	89206
Shift Supv.	78856	80317	81776	83237	84696	86157	87617

Note: No Employee will suffer a reduction in rates due to the implementation of the above wage rates.

APPENDIX B

VACATION DAYS ENTITLEMENTS SCHEDULE

Month	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Yr. 11	Yr. 12	Yr. 13	Yr. 14	Yr. 15	Yr. 16	Yr. 17	Yr. 18
Jan.	10	10	15	15	20	20	20	20	20	20	20	25	25	25	25	25	30	30
Feb.	9	10	15	15	20	20	20	20	20	20	20	25	25	25	25	25	30	30
Mar.	8	10	14	15	19	20	20	20	20	20	20	24	25	25	25	25	29	30
April	7	10	14	15	19	20	20	20	20	20	20	24	25	25	25	25	29	30
May	6	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
June	5	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
July	5	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
Aug.	4	10	12	15	17	20	20	20	20	20	20	22	25	25	25	25	27	30
Sept.	3	10	12	15	17	20	20	20	20	20	20	22	25	25	25	25	27	30
Oct.	2	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30
Nov.	2	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30
Dec.	1	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30

APPENDIX C

SALARIED BONUS PROGRAM

Bargaining unit Employees will participate in the salaried Bonus Program with a bonus factor of 0.66. Employees who were red-circled at a factor greater than 0.66 during the 1997 – 2000 Contract, shall remain red-circled.

APPENDIX D

CONTINUOUS SHIFT SCHEDULE

168 HOURS OVER FOUR WEEKS

WEEK 1

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
A	Night	Night	-	-	Day	Day	-
B	Day	Day	-	-	Night	Night	-
C	-	-	Night	Night	-	-	Day
D	-	-	Day	Day	-	-	Night

WEEK 2

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
A	-	-	Night	Night	-	-	Day
B	-	-	Day	Day	-	-	Night
C	Day	Day	-	-	Night	Night	-
D	Night	Night	-	-	Day	Day	-

WEEK 3

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
A	Day	Day	-	-	Night	Night	-
B	Night	Night	-	-	Day	Day	-
C	-	-	Day	Day	-	-	Night
D	-	-	Night	Night	-	-	Day

WEEK 4

Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
A	-	-	Day	Day	-	-	Night
B	-	-	Night	Night	-	-	Day
C	Night	Night	-	-	Day	Day	-
D	Day	Day	-	-	Night	Night	-

Shift is 12 hours. Shift start time: 6:00 a.m. - Day 6:00 p.m. - Night

APPENDIX E

JOB GRADES AND CLASSIFICATIONS

GRADE 1

ADMINISTRATIVE ASSISTANT
CENTRAL STORES ASSISTANT
INSIDE SALES ORDER COORDINATOR
OPERATIONS/HUMAN RESOURCES CLERICAL ASSISTANT

GRADE 2

ACCOUNTS PAYABLE ASSISTANT
PLANT PAYROLL ASSISTANT
RECEPTIONIST

GRADE 3

*PURCHASING ASSISTANT/BUYER
SHIPPING ASSOCIATE

GRADE 4

ACCOUNTS PAYABLE SUPERVISOR
**INSIDE SALES REPRESENTATIVE
*INSIDE SALES SYSTEMS COORDINATOR
**INVENTORY COORDINATOR
MARKETING ASSISTANT
**TRANSPORTATION COORDINATOR
ASSISTANT SCHEDULER/PLANNER

GRADE 5

**INTERMEDIATE DRAFTSPERSON
*MAINTENANCE COORDINATOR
**NETWORK SYSTEMS SPECIALIST ASSISTANT
*POWER PACK COORDINATOR
**QUALITY ASSURANCE TECHNICIAN
*SCHEDULER/PLANNER
SENIOR PAYROLL ASSISTANT
HELP DESK SUPPORT SERVICES SPECIALIST
ASSISTANT ACCOUNTANT

GRADE 6

ACCOUNTANT
CHEMICAL TECHNOLOGIST
QUALITY SYSTEMS COORDINATOR

* Blue-circled job

**Upgraded

GRADE 7

*CENTRAL STORES COORDINATOR
**CUSTOMER SERVICE SUPERVISOR
NETWORK ANALYST ENGINEER
PLANT PAYROLL SUPERVISOR
SENIOR SCHEDULER/PLANNER
MECHANICAL TECHNOLOGIST
INTERMEDIATE PROGRAMMER/ANALYST
NETWORK SYSTEMS SPECIALIST

GRADE 8

OUT OF COMPLIANCE MATERIAL COORD./QA SUPVR.
QUALITY ASSURANCE SUPERVISOR
SENIOR BUYER
MARKET RESEARCH ANALYST

GRADE 9

*PROGRAMMER ANALYST
SENIOR DESIGNER (MECHANICAL)
SENIOR DESIGNER (ELECTRICAL)

GRADE 10

SENIOR PROGRAMMER/ANALYST

GRADE 11

APPLICATION DEVELOPMENT MANAGER
APPLICATION SUPPORT MANAGER
METALLURGICAL ENGINEER

SHIFT SUPERVISORS

SHIFT SUPERVISORS
SHIPPING SUPERVISOR

JOB DESCRIPTIONS

Change all job descriptions to ensure that in each case any wording related to "other duties" is deleted and at the bottom of each job description the following phrase is included: "and other duties of a minor nature related to the above which do not affect the value of the job".

* Blue-circled job

**Upgraded

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING No. 1

BETWEEN:

TREE ISLAND INDUSTRIES LTD.

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
UNION, LOCAL 378**

Re: Payment of Overtime

By their signatures below the above referenced Parties agree that overtime will be paid on the pay cheque following the submission of the overtime sheets subject to the following:

1. Overtime sheets must be submitted by the fifteenth of the month to be paid at the end of the month and by the end of the month to be paid on the mid-month cheque.
2. To receive overtime pay on the mid-month cheque the Employee must have a claim for at least eight (8) hours overtime. Overtime that is less than eight hours will be paid on the end of the month cheque.
3. Deductions from the overtime payment will be made on the end of the month pay. Therefore the mid-month pay will be estimated at 45% of the amount of overtime earned.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 2

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Job Sharing

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Definition of "Job Sharing"

"Job sharing" means the division of all of the job functions of one (1) Full Time Regular position, as defined in Clause 8.01 of the Collective Agreement, between two (2) Full Time Regular Employees, as defined in that same Clause, each of whom works part time in a manner that provides full time coverage for the position. One of the Full Time Regular Employees must be the incumbent in the position and the other Full Time Regular Employee must enter the position by virtue of either a lateral transfer or a voluntary demotion. No job sharing arrangement shall give rise to any promotion.

Employees who enter a job sharing position by virtue of a lateral transfer or demotion, must meet the qualifications of the job to be shared and must be capable of performing the position with minimal training.

(2) Eligibility

Any two Full Time Regular Employees, as defined in Clause 8.01 of the Collective Agreement, may initiate a request to share one of their current positions.

(3) Application Of Collective Agreement

Except as expressly provided otherwise by this Letter Of Understanding, the Collective Agreement shall apply fully with respect to any job sharing arrangement under this Letter Of Understanding.

(4) Applying For Job Sharing

Two (2) eligible Full Time Regular Employees shall make application for a job sharing arrangement by submitting a written proposal to the immediate supervisor or manager

with responsibility for the position which such Employees wish to share. This written proposal must include but is not limited to the items listed below

- (a) job title, job group or salary, and work location for the position to be shared;
- (b) which job functions will be shared and which job functions will be performed by only one (1) partner;
- (c) how the priorities for completion of assigned duties and tasks will be determined on a continuing basis and how these priorities will be communicated between the partners to ensure timely completion of this work;
- (d) preferred work schedule of each partner and the preferred start date for the job sharing arrangement; and
- (e) provisions for staffing the job share position in the absence of one of the partners due to sick leave, vacation, or any other temporary absence;
- (f) such other information as may be required by either the Employer or the Union prior to approving the application for a job sharing arrangement.

A copy of each such application shall be given to both the Employer and the Union. For these purposes, a standard application form shall be adopted by mutual agreement between the Union and the Employer.

(5) Approval Methodology

A Committee shall be formed through the Joint Liaison Committee consisting of two (2) Employees from the Union and two (2) from the Company to review the merits of each job sharing proposal.

When the Committee has agreed that the job requested to be shared is appropriate for job sharing under #2 hereunder, the Committee, with input from the Employees involved and their Supervisor or Manager, will consider the terms and conditions under which the job share may take place. These terms and conditions, including what will happen to each participant in the event the job share is terminated, will be incorporated in a Letter of Understanding which will be subject to approval by the Union, the Employer, and the Employees involved. The Employer, Union and the Committee will be reasonable in their consideration of the terms and conditions, and approval, of the job sharing arrangements.

(6) Change Of Status To Part Time Regular

Eligible Full Time Regular Employees who enter into a job sharing arrangement shall each have his or her employment category changed to Part Time Regular Employee and shall each thereafter be treated accordingly under the Collective Agreement for the duration of the job sharing arrangement.

(7) Vacated Regular Position To Be Posted

The Full Time Regular position left vacant due to a job sharing arrangement under this Letter Of Understanding must be posted and filled in accordance with the applicable provisions of Article 16 of the Collective Agreement.

(8) Termination of Job Sharing Arrangement

Individual job sharing arrangements may be terminated by the Employer or either job share partner with thirty (30) days written notice.

(9) Incorporation Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

*As amended on March 11th, 2005

LETTER OF UNDERSTANDING No. 3

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Shift Supervisors – Filling A Vacancy On Dayshift

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

When a vacancy for a Shift Supervisor occurs on day shift, it shall be filled as follows:

1. It shall first be offered to rotating Shift Supervisors on the basis of seniority.
2. If none of the rotating Shift Supervisors wants to fill the vacancy, then the position shall be posted and filled in accordance with the terms and conditions of this Agreement.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

"ORIGINAL SIGNED"

FOR THE UNION

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 4

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Conflict Resolution

WHEREAS, the Employer and the Union share a common desire to promote harmonious interpersonal relationships in the workplace among all persons employed by the Employer, both inside and outside of the bargaining unit represented by COPE, Local 378; and

WHEREAS, the Union and the Employer recognize that, from time to time, some interpersonal relationships in the workplace can be or become dysfunctional; and

WHEREAS, the Parties agree that dysfunctional interpersonal relationships in the workplace may be helped by conflict resolution undertaken by persons with appropriate professional expertise;

NOW, THEREFORE, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties agree to establish a program of conflict resolution to provide Employees of the Employer, both inside and outside of the bargaining unit represented by COPE, Local 378, with a process for resolving dysfunctional interpersonal relationships in the workplace.
- (2) When the Employer and the Union concur that a particular interpersonal relationship in the workplace is dysfunctional and may benefit from intervention in the form of conflict resolution, a conflict resolution specialist shall be selected by mutual agreement between the Parties and engaged to provide appropriate professional services. The Parties shall agree on a case-by-case basis whether the costs for these professional services shall be borne exclusively by the Employer or should otherwise be shared by the Parties. Notwithstanding anything, involvement by any Employee in the bargaining unit in any such conflict resolution shall be on a strictly voluntary basis.
- (3) Conflict resolution arising out of this Letter Of Understanding shall be done on a confidential basis, save and except that the Employer and the Union shall retain the right to require such reporting by any conflict resolution specialist engaged under this Letter Of Understanding as they in their sole discretion may, by mutual agreement, deem appropriate. Such reports shall themselves be treated by both Parties as

confidential. Without limiting the generality of the foregoing, no report by any conflict resolution specialist operating under this Letter Of Understanding shall be reflected in any manner in the personal file maintained by the Employer in respect of any Employee in the bargaining unit and the Employer shall not use any such report for any purpose related to the discipline or discharge of any bargaining unit Employee or for the purpose of any job selection or displacement, layoff or recall under the Collective Agreement.

- (4) Bargaining unit Employees who participate in conflict resolution under this Letter Of Understanding shall be granted the necessary time off work by the Employer for such purpose and this time shall be deemed to be time worked to be paid for by the Employer. Bargaining unit Employees thus granted such paid time off work shall be kept "whole" in all respects under the Collective Agreement as if they had remained working.
- (5) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (6) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at RICHMOND, B.C. on this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 5

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")

Re: Shift Supervisors – Part Time Regular Employees

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

Weekend shift supervision may be provided with the use of Part Time Regular Employees as described in this Agreement. Part Time Regular Shift Supervisors will be subject to shift work within the following schedule.

Rotating shifts (1 weekend each shift, or alternatively, on a rotation schedule that is mutually agreed between the Employer and the Employee) Friday to Sunday with shifts commencing between:

	<u>Crew A</u>	<u>Crew B</u>
Friday	8:00 a.m. – 10:00 a.m.	10:00 p.m. – 11:00 p.m.
Saturday	6:00 a.m. - 8:00 a.m.	6:00 p.m. – 8:00 p.m.
Sunday	6:00 a.m. - 8:00 a.m.	6:00 p.m. – 8:00 p.m.

For the purpose of training, the provisions of Article 9.06 (a) shall not apply.

Quality Assurance personnel shall continue to provide weekend coverage when a Part Time Regular Shift Supervisor is absent.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

*As amended on March 11th, 2005

LETTER OF UNDERSTANDING No. 6

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Career Path Development

With respect to the above-cited subject matter, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Employer and the Union agree to establish a Career Path Committee ("Committee") to develop recommended training and education guidelines for Employees to prepare themselves for potential advancement within the bargaining unit. The Committee will consist of one (1) representative of the Employer and one (1) representative of the Union with each Party selecting its own member at its sole discretion.
- (2) Employees interested in a career path for a particular classification must communicate that interest to their current Manager and to the appropriate Manager in the area of interest. The appropriate Manager will discuss the requirements and responsibilities of the classification with the Employee to ensure the individual understands all aspects of a particular classification. Following discussion with the appropriate Manager, Employees who remain interested in a career path for a particular classification must communicate that interest in writing to a Committee member in order to initiate a formal review process.
- (3) The Committee shall prepare career development paths in respect of bargaining unit work in consultation with the appropriate Manager. Recommendations arising out of the review process shall be subject to mutual agreement between the Employer and the Union.
- (4) The Committee shall also make recommendations to the Parties on an ongoing basis concerning establishment of logical lines of job progression for bargaining unit Employees within each department of the Employer's operations.
- (5) Subject to the discretion of the Employer, the Employer may accommodate career path development under this Letter of Understanding by allowing bargaining unit Employees access to temporary lateral transfers or temporary upgrades in respect to vacant positions or to relieve incumbent Employees who are absent. Such arrangements shall be subject to mutual agreement between the Union and the Employer on a case-by-case basis.

- (6) The Employer shall make reasonable efforts to ensure that bargaining unit Employees with career paths developed pursuant to this Letter of Understanding are advised when any change to any bargaining unit job description may affect their projected career path. Any such advisory shall also be made known by the Employer to the Committee.
- (7) All time spent by bargaining unit Employees participating in the activities of the Committee shall be deemed to be time worked and requests for such time off shall not be unreasonably denied by the Employer. Such paid time off work shall not include any overtime pay.
- (8) The Committee shall be established within ninety (90) days of the date of ratification of the Collective Agreement and will process requests in the order received.
- (9) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply for the life of this Letter of Understanding.
- (10) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 7

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")

Re: Quality Assurance Personnel – Coverage for Part-time Regular Shift Supervisors

With respect to the above cited matter, the Employer and the Union do hereby expressly and mutually agree as follows:

Effective October 1, 2007 Quality Assurance Employees who cover on weekends when a Part-time Regular Shift Supervisor is absent, shall receive a premium of ~~\$4.00~~\$6.00/hour for all hours of coverage. The premium will not be included in the calculation of overtime.

The provisions of Article 15.07 shall not apply to the above-noted weekend coverage.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 8

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Resolving Ergonomic Concerns

With respect to the above-cited matter, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) If any Employee or the Union has a concern about the workplace or work environment which is ergonomic in nature, the matter should be referred to the Safety Committee under Article 33 of the Collective Agreement for resolution.
- (2) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (3) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing and shall so apply.

Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001.

FOR THE EMPLOYER

FOR THE UNION

"ORIGINAL SIGNED"

"ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 9

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")

Re: Vacation Scheduling – Shift Supervisors

With respect to the above-cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

A total of two (2) Shift Supervisors from Wiredrawing, the Nail Mill, Weldmesh and Wire Galvanizing may schedule vacation periods to take place at the same time. Vacations shall be scheduled in accordance with Article 22 and only one Shift Supervisor from any of the four stated areas may be off at any one time.

Signed at _____, B.C. this _____ day of _____, 2005

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING No. 10

BETWEEN

**TREE ISLAND INDUSTRIES LTD.
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

Re: Retirement

Upon retirement, if an Employee's age plus years of continuous service are equal to or exceed eighty (80), the Employee will receive one day's pay, at their current classification rate, for each year of continuous service.

An Employee shall be entitled to a prorated Salary Bonus for the year of retirement. The Bonus shall be calculated on the base salary earned up to and including the last day worked. The Bonus will be paid at the beginning of the following year when the payout amount is determined.

Signed at _____, B.C. this _____ day of _____, 2005

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING No. 11

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")

Re: Article 17.07 (c) Starting Times Shift Work

With respect to the above-cited matter, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

With regards to the shift schedule set out for the MIS (Network Support) the parties agree to an additional shift consisting of eight (8) hours commencing between the hours of 11:00 a.m. and 12:00 p.m. Monday to Friday. It is the intention of the parties that there will be no rotation of employees between the two shifts except by mutual consent.

Signed at RICHMOND , BC this 21st day of JULY , 2003.

FOR THE EMPLOYER

FOR THE UNION

 "ORIGINAL SIGNED"

 "ORIGINAL SIGNED"

LETTER OF UNDERSTANDING No. 12

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND


CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")


Re: Market Increase Adjustment

During the term of this Agreement, the Employer may find the need to adjust the rates of specific job classifications due to market conditions. The purpose of this Letter of Understanding #12 is to enable the Employer to respond to retention issues which may arise within its salaried workforce. In the event that a market increase adjustment is implemented, the parties recognize that the adjusted rate will not result in an adjustment to the salary ranges contained in the Salary Schedule in Appendix A. Any adjustment under this Letter of Understanding shall be mutually agreed by the parties. The Union will not unreasonably withhold its consent.

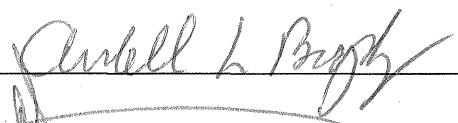
Signed at New Westminster, B.C. this 5th day of October, 2007

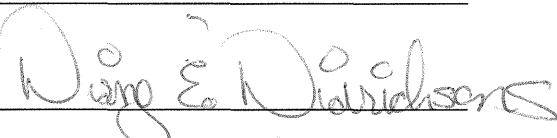
FOR THE EMPLOYER

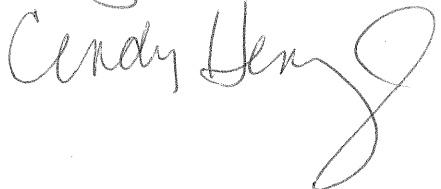




FOR THE UNION







LETTER OF UNDERSTANDING No. 13

BETWEEN

TREE ISLAND INDUSTRIES LTD.
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")


Re: Job Value Grievance


With respect to the above cited subject matter, the Employer and the Union do expressly and mutually agree as follows:

1. An Alternate Dispute Resolution process may be employed to settle a dispute under Article 14.05 – Job Value Grievance.
2. Both parties must agree to the format of the ADR process prior to proceeding.
3. The Employer and the Union agree to appoint a qualified person from Western Compensation and Benefits Consultants to facilitate a resolution to the dispute.
4. The fees and expenses of the Consultant shall be borne equally by the Parties.

Signed at New Westminster, B.C. this 19th day of September, 2007.

FOR THE EMPLOYER





FOR THE UNION

