

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AQUA-PAK STYRO CONTAINERS LTD.**

**AND**

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

**EFFECTIVE JANUARY 15, 2013 TO JANUARY 14, 2016**

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## **PREAMBLE**

The purpose of this Agreement is to secure for the Company, the Union, and the employees, the full benefits of orderly and legal collective bargaining, to define the rates of pay, hours of work and other conditions of employment of the employees in the bargaining unit, to provide for an orderly method of settling grievances which may from time to time arise and to ensure to the utmost extent possible, the safety and physical welfare of the employees, the economy of Company operations, the quality and quantity of output and the protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in any matter against any Company employee on the basis of any of the criteria outlined in the Human Rights Act of the Province of British Columbia.

Wherever a masculine reference is used in this Agreement, it shall be deemed to include the equivalent feminine reference.

## **ARTICLE 1 – BARGAINING AGENCY**

### **Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agency of employees at and from 7398 – 132<sup>nd</sup> Street, Surrey, B.C., including Production and Maintenance workers, except Supervisory, Sales, Accounting and Office Staff.
- (b) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit.
- (c) The Union agrees that Supervisory/Management personnel can continue to perform work that has been historically performed by such personnel.

### **Section 2: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussion issues of mutual concern with respect to this Agreement.

### **Section 3: Bargaining Authority**

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company further agrees that the only certification that they will recognize during the term of this Agreement is that of the UNITED STEELWORKERS, Local 2009, unless ordered by due process of law to recognize some other bargaining authority.

### **Section 4: Access to Company Operations**

Official Union representatives shall obtain access to the Company's operations for the purpose of administering this Agreement by written permission which will be granted by the Company on request subject to such reasonable terms and conditions as may be laid down by the Company.

## **ARTICLE II – EMPLOYER’S RIGHTS**

### **Section 1: Management and Direction**

Except as otherwise limited by this Agreement, the management and the operation of the Company and the direction and promotion of the working forces is vested exclusively in Management. Any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of Article XVII – Adjustment of Grievances.

### **Section 2: Hiring and Discipline**

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

## **ARTICLE III – UNION SECURITY**

### **Section 1: Cooperation**

The Company will cooperate with the Union in obtaining and retaining as members the employees covered by this Agreement.

### **Section 2: Union Shop**

All employees in the employment of the Company on or after the date of certification, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

### **Section 3: Maintenance of Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

### **Section 4: Discharge of Non-members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

### **Section 5: Union Membership**

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the UNITED STEELWORKERS constitution, and in accordance with the By-laws of Local No. 2009.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

**Section 6: Check-Off**

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.



**UNITED STEELWORKERS LOCAL 2009  
CHECK-OFF AUTHORIZATION**



Name of Employer: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Division: \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Social Insurance No.: \_\_\_\_\_

If applicable, in what USW operation were you last employed?: \_\_\_\_\_

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Duplicate (yellow) copy to be forwarded the Local Union Office**

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union names therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and in the amount of each deduction.

**Section 7: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

**Section 8: Education Fund**

The Company agrees to contribute to an education fund to be established by the Union. The contribution will be five cents (\$0.05) per employee, per hour worked. Effective January 15, 2004, the contribution will be ten cents (\$0.10) per employee per hour worked. The Company will remit the contribution directly to the Local Union, by cheque marked "UNITED STEELWORKERS" Local 2009 Education Fund". The Company will remit the accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the total number of hours worked by all employees during the month.

**ARTICLE IV – SHOP COMMITTEE**

**Section 1: Definition**

For the purpose of the Agreement when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

**Section 2: Composition**

The Shop Committee shall consist of not less than three (3) employees and not more than four (4) employees with completed probationary period of employment with the Company who are members of the Union. Wherever possible, they shall be selected on a departmental basis. The performance of Shop Committee duties shall not result in a disruption of the Company's operations.

**Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

**Section 4: Exceptions**

The provisions of Section 1, 2 and 3 will not apply in reference to Article XIV – Industrial Health and Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act.



## **ARTICLE V – HOURS OF WORK**

### **Section 1: Hours and Overtime**

- (a) The regular hours of work in the Company shall be eight (8) hours per day and forty (40) hours per week.
- (b) Overtime shall be compensated at one and one half (1 ½) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of eleven (11) in a day and for all hours worked in excess of forty-eight (48) in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.
- (c) The Company and the Union agree that all overtime shall be voluntary. The Parties further agree that in order to meet unforeseen or emergency operational requirements, it may be necessary for the Company to assign LEVEL III, LEVEL IV, LEVEL V, LEVEL VI AND LEVEL VII employees to work overtime, if there are insufficient volunteers. Any such assignment shall be in reverse order of seniority, competency considered.
- (d) The Company will schedule shifts in order of seniority subject to the competency to do the job. The Company will post work schedules for the following week by 2:00 p.m. on Thursday. If work schedules are not posted by 2:00 p.m. on Thursday, the Company will contact all employees who appear on the schedule in accordance with the procedure established between the Company and the Union. The Company agrees to notify all employees that are on layoff, in accordance with the same procedure, irrespective of when the work schedules are posted. The Company shall notify employees by 6:00 p.m. on Thursday when overtime is required on Saturday.
- (e) The normal work week shall be from Monday to Friday.
- (f) The Company shall provide an employee twenty-four (24) hours notice of a change in shift. Where such notice cannot be given, the employee shall be paid overtime, in accordance with (b) above, for the shift.
- (g) When the Company operates the plant or any part thereof on a two or three-shift basis, employees shall alternate or rotate shifts every two (2) weeks. When an employee takes leave for any reason, including vacation, they will, upon return to work, be placed on the shift that the normal rotation would have permitted had they no been absent. The previous sentence shall apply only if the second or third shifts are still operating and there has not been a reduction in shift staffing during the period of absence.
- (h) If the Company wishes to change the shift scheduling from a Monday to Friday eight (8) hour per shift format, such alternative shift scheduling shall only be implemented by mutual agreement between the Parties.
- (i) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on his regular days off for the time lost due to the Statutory Holiday by mutual consent.

## **Section 2: Tuesday to Saturday**

It is agreed that maintenance employees can be employed on a Tuesday to Saturday work week for which they will be paid straight-time for Saturday work. In such even, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at overtime rates in accordance with Section 1(b) above. The Company agrees that no member of the bargaining unit, outside of Maintenance, will be required to work a Tuesday-to-Saturday work week.

## **Section 3: Weekend Work**

Weekend work performed by laid-off employees will be paid for at straight-time job rate except that a laid-off employee shall be considered a regular employee during the weekend of the week he is laid off and will be paid overtime rates in accordance with Section 1(b) above.

## **Section 4: Rest Periods**

All employees in the Company shall be entitled to two (2) fifteen-minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

## **Section 5: Meal Periods**

The meal period shall be scheduled near mid-shift. If the Company requires an employee to be available for work during their scheduled meal period, the meal period shall be counted as time worked and paid for at one and one-half (1 ½) times the regular wage rate and the employee shall be given an additional one-half (1/2) hour meal period with pay as per the Collective Agreement.

## **Section 6: Hot Meals**

Where employees are required to work two (2) hours or more overtime beyond their normal eight (8) hour shift, the Company shall provide **fifteen dollars (\$15.00) towards** a hot meal. Such hot meal to be consumed by the employee on Company time before beginning the overtime work. The meal break shall be for thirty (30) minutes.

## **Section 7: No Work Guarantee**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

## **Section 8: Time Recording**

Employees are required to scan in and out at the beginning and end of each shift using the hand scanner. In addition, employees must use the appropriate recording devices, either bar code scanner or computer work station to record work activities during the shift. The Company will provide instruction to employees on how these devices are to be used. The primary purpose of time recording is to allow the Company to accurately account for job costs. Errors and omissions shall not result in disciplinary action unless the Company can show that the errors or omissions are the result of deliberate misconduct or are made on a repetitive basis after the employee has been properly instructed.

## **ARTICLE VI – WAGES**

The job classifications, effective dates and rates of pay listed in Supplement No. 1 are agreed upon by the Company and the Union. If a new job is created or there is a significant change in the content of any current job classification(s) set forth in this Agreement, the Parties agree to negotiate a rate for the job(s) in question. If the Parties are unable to reach an agreement, then the dispute will be settled through the grievance and arbitration procedures of this Agreement.

## **ARTICLE VII – PAY DAYS**

The Company shall provide for pay days every second week. Each employee will be furnished with an itemized statement of earnings and deductions. Payroll deposit will be offered, but shall not be mandatory, for all employees. (This will include separate line items including hours, etc. for all premiums, tickets and holiday pay accrued and paid).

## **ARTICLE VIII – STATUTORY HOLIDAYS**

### **Section 1: Statutory Holidays**

- (a) All employees shall receive the following Statutory Holidays: New Years' Day, **Family Day**, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day. In addition to these, all employees shall receive Boxing Day as a Paid Holiday and when Christmas Day falls on a Tuesday, Wednesday or Thursday, all employees shall receive Christmas Eve as a Paid Holiday.
- (b) An hourly rated employee of the Company who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate for his regular schedule.
- (c) An employee who works on any of the holidays named in Section 1(a) herein shall be paid at one and one half (1 ½) times his regular job rate for the first eleven (11) hours worked in that day and two (2) times his regular job rate for all hours worked in excess of eleven (11) hours in that day in addition to receiving another regular working day off with pay at his regular job rate.

### **Section 2: Qualifying Conditions**

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three (3) conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.

- (b) In case of injury or illness in (ii) above, the Employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIII, Section 8(a) shall not qualify for paid Statutory Holidays.

**Section 3: Sunday Holidays**

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

**Section 4: Statutory Holidays**

In the event that one of the within-named Statutory Holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday as agreed upon between the Company and the Shop Committee.

**Section 5: Arrangement for Change**

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may, for agreed upon employee(s), be observed the preceding Monday or following Friday respectively. An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day will be paid for the Statutory Holiday at straight time rates. An employee who works on the day now observed as the Statutory Holiday will be paid for the day in accordance with Section 1(c) above.

**ARTICLE IX – VACATIONS WITH PAY**

With respect to annual vacations and vacation pay the following provisions will apply.

- (a) The annual vacation for employees with one (1) year of completed employment but less than four (4) years of completed employment shall be two (2) weeks and the pay will be based on four percent (4%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (b) The annual vacation for employees with four (4) continuous years of completed employment but less than nine (9) years of completed employment shall be three (3) weeks and the pay will be based on six percent (6%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (c) The annual vacation for employees with nine (9) continuous years of completed employment **but less than seventeen (17) years of continuous years of completed employment** shall be four (4) weeks and the pay will be based on eight percent (8%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (d) **The annual vacation for employees with seventeen (17) continuous years of completed employment and thereafter shall be five (5) weeks and the pay will be based on ten percent (10%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.**

- (e) An employee whose employment is terminated shall receive vacation pay at the percentage of the wages earned during the period of accrual in accordance with the employee's years of service.
- (f) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quality and regularity of production shall not be impaired. An employee's scheduled vacation shall not be altered by the Company without the mutual consent of the employee and, if agreed, the employee would return to work at straight time rates.
- (g) All earned vacations must be taken, in the year to which the vacation entitlement applies. For the purposes of vacation scheduling the vacation year shall be from May 1 to April 30 the following year. Vacations may not be taken prior to the entitlement being earned.
- (h) Vacation pay will be paid out on a separate payroll cheque. The vacation pay accrual will be payable at the time the vacation is to be taken. At the end of each employee's vacation year (anniversary date) any accrual that remains unpaid from the previous year's vacation shall be paid out.

## **ARTICLE X – CALL TIME**

### **Section 1: Where No Work**

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

### **Section 2: Where Work Commences**

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, when two (2) hours must be paid.

### **Section 3: Call Back Time**

An employee who is called back, at the Company's request, for work not continuous with his/her shift, shall be paid for two (2) hours work at his/her regular wage rate or paid for the actual hours worked at the overtime rate, whichever is the greater. The application of this provision means that a called back employee who works for one (1) hour and twenty (20) minutes or less will receive two (2) hours pay at his/her regular rate of pay, otherwise the employee will receive overtime pay for the length of the call back. Employees called back to work shall not be required to perform functions unrelated to their normal duties.

Notwithstanding the previous paragraph, when the call back occurs on a statutory holiday, the minimum pay shall be four (4) hours at the overtime rate (time and on-half) and the employee shall only be required to perform the specific work they were called back to perform.

#### **Section 4: Pay for Meetings**

When a Lead Hand or Charge Hand is required to attend a Production meeting or when a Committee Member is required to attend an Industrial Health and Safety Committee meeting that is not during their regular shift, they shall be paid at overtime rates for the time spent attending such meeting, if it is continuous with their shift. If it is not continuous with their shift, call back time shall apply in accordance with Section 3 above.

#### **ARTICLE XI – HEALTH AND WELFARE**

The Company's benefit package as set out in Supplement No. 2 of this Agreement, as well as the Medical Services Plan of B.C., will be provided for employees covered by this Collective Agreement. The Company shall pay one hundred percent (100%) of the cost of the premiums for these benefits. The Company's responsibility is limited to the payment of its portion of the premiums as set out in this Article X1 and actual rights provided by the Group Insurance Benefits, including eligibility for coverage and termination of coverage, are governed by the terms of the Group Policy of the carrier as selected by the Company.

#### **ARTICLE XII – SENIORITY**

##### **Section 1: Principle**

- (a) The Company recognizes the principle of seniority subject to the competency to do the job. The application of seniority shall be by plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, however, in making such selection or promotion, length of continuous service shall be given due consideration.

##### **Section 2: Reduction and Recall of Forces**

- (a)
  - (i) In the event of a reduction of forces, the Company shall layoff employees in accordance with the principle outlined in Section 1(a) above. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
  - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his Plant seniority subject to the competency to do the job.
  - (iii) An employee who is recalled to work must report to work as scheduled no more than three (3) calendar days following receipt of notice of recall. An employee who does not return when scheduled shall forfeit all seniority rights. This shall not interfere with the Company's right to discharge for proper cause.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate only if he has previously held the job in the operation on a regular basis.

- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain another job paying the same rate of pay, a lower paid job; or he can accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as he seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.

### **Section 3: Retention During Layoff**

It is agreed between the Parties that seniority shall be retained during layoffs on the following basis:

- (a) Employees who have completed probation with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more year's service shall retain their seniority for twelve (12) months.
- (c) It shall be the employer's responsibility to maintain an address and phone number file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address and/or phone number.

### **Section 4: Job Posting**

- (a) All vacancies except those covered by part (b) below shall be posted in advance for a period of not less than four (4) working days, excluding weekends, except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Section 1(a) of this Article.
- (c) The Shop Committee will be given all copies of postings once the selection process has been completed.
- (d) Employees who are absent during the period of a posting and who return prior to final selection being completed, will be entitled to submit an application for that posting provided such application is submitted within three (3) days of returning to work. Employees leaving on an extended absence may submit an application for any position that they wish to be considered for should a posting occur while they are absent.

### **Section 5: Departments**

It is agreed that there are two (2) departments, Production and Maintenance. It is understood an employee's current job duties can require him to work in the other department at times.

### **Section 6: Probationary Period**

- (a) All new employees shall be on probation for forty-five (45) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ. The probationary period of forty-five (45) working days shall only be cumulative within the four (4) calendar months following the date of entering employment.
- (b) It is agreed that probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the competency to do the job. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one (1) shift in the twenty-four (24) hour period.

### **Section 7: Hiring Preference**

When hiring new employees, the following order of preference will apply, subject to the competency to do the job, from among those with completed applications on file:

- (i) Former employees of the Company who have lost their seniority retention as a result of layoff.
- (ii) Laid off members of Local 2009.

Names of applicants under this section shall be given to the Shop Committee.

### **Section 8: Absence Without Leave**

Any employee who is absent without leave for a period of more than three (3) consecutive days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.

### **Section 9: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting day with the Company and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

### **Section 10: Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the



bargaining unit in line with his bargaining unit seniority. The following options shall prevail:

- (i) If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or,
  - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, subject to the competency to do the job, or,
  - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid-off and subject to all the provisions of this Agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union Management, and if agreement is reached, the period may be extended.

## **ARTICLE XIII – LEAVE OF ABSENCE**

### **Section 1 : Injury or Illness**

The Company will grant leave of absence without pay to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

If the Company specifically requests an employee to undergo a medical examination or provide documentation from a medical practitioner, the employee shall be reimbursed any fees paid upon presentation of a valid receipt.

### **Section 2: Pregnancy and Parental Leave**

Pregnancy and Parental Leave shall be granted to employees in accordance with Part 6 of the Employment Standards Act of B.C.

### **Section 3: Written Permission**

Any employees desiring leave of absence must obtain permission in writing from the Company for such leave except in cases of illness or injury covered by Section 1 above.

### **Section 4: Leaves of Absence**

The Company will grant leave of absence in writing up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training or extended vacation purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application or leave under this section.

**Section 5: Bereavement Leave**

- (a) When death occurs to a member of an employee's immediate family, the employee at his/her request will be granted reasonable necessary time off to attend the funeral. The employee will be compensated at their regular job rate for hours lost from the regular work schedule to a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse (including same-sex), mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.

**Section 6: Jury Duty**

Any regular full-time employee who is required to perform jury duty, including Coroner's jury, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

**Section 7: Hours Worked**

Hours paid for under the provision of Section 5 and Section 6 will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid Holidays, but will not be counted as hours worked for the purpose of computing overtime.

**Section 8: Union Business**

- (a) The Company will grant leave of absence without pay to employees who are appointed or elected to Union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.

- (b) The Company will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings and Union conventions in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Employer to replace the employee with a competent substitute it is agreed that before the employee receives this leave of absence, as set forth in clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a), twenty-one (21) calendar days; and in the case of (b), as much notice as possible, but in no case less than five (5) calendar days.

### **Section 9: Posting of Leave Provisions**

During the term of the Agreement, the Company agrees to post a copy of the "Pregnancy Leave", "Parental Leave" and the "Family Responsibility Leave" provisions of the Employment Standards Act of British Columbia.

## **ARTICLE XIV – INDUSTRIAL HEALTH AND SAFETY COMMITTEE**

### **Section 1: Composition**

- (a) The Management of the Company shall maintain an Industrial Health and Safety Committee consisting of two (2) members of the bargaining unit. Wherever possible, they shall be selected on a departmental basis.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation who have successfully completed their probationary period.

### **Section 2: Duties**

The general duties of the Industrial Health and Safety Committee shall be as directed by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

### **Section 3: Meetings During Work**

Where Health and Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

### **Section 4: Investigations**

In the case of a fatal accident, the Health and Safety Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

### **Section 5: Cessation of Work**

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

## **Section 6: Refusal of Unsafe Work**

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and:
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - (i) a worker member of the joint committee.
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (e) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

## **ARTICLE XV – CONTRACTORS AND SUB-CONTRACTORS**

As of the date of the signing of this Agreement the Company agrees that the introduction of a Contractor or Sub-Contractor will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.

## **ARTICLE XVI – SAFETY EQUIPMENT AND TOOLS**

- (a) Employees shall be supplied, at the Company's expense, with all protective clothing and safety equipment where required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C. and such shall be replaced where they are presented worn or damaged beyond repair by an employee, at no cost to the employee. Where the use of Safety Toe Boots are required by the Regulations, employees shall be

responsible for providing and paying for their own, CSA approved, Safety Toe Boots. The Company agrees to reimburse an employee, who has successfully completed their probationary period, one hundred and seventy dollars (\$170.00) per year towards the cost of approved safety footwear, upon remittance of proof of purchase.

- (b) The Company agrees to provide Insurance for any employee who is required to use their own tools or equipment in the service of the Company. The employee shall not be responsible for any deductible. The employee shall only be eligible for such Insurance upon the submission of an inventory of their tools and/or equipment to the Company. It shall be the employee's responsibility to keep such inventory up-to-date. Where an employee breaks or wears out a tool from their inventory of tools, and the tool in question is not covered by a manufacturer's warranty, the Company shall pay for a replacement tool of equal value, provided the employee gives the broken or worn out tool to the Company.

## **ARTICLE XVII – ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

Any difference between the parties concerning the interpretation, application, operation or alleged violation of a provision(s) of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be taken up in the manner set out below.

#### **Step One**

The employee(s) involved and/or a Shop Committee Member shall first take up the matter with the Supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### **Step Two**

If the grievance is not satisfactorily settled in this way, the Shop Committee, shall take up the grievance with the Production Manager.

#### **Step Three**

If a satisfactory settlement is not then reached, the Shop Committee and the Union shall take up the grievance with the General Manager. A Statement in writing describing the nature of the incident or occurrence giving rise to the grievance, outlining the provision(s) of the Agreement that has been violated and providing a statement as to the remedy or relief being sought, together with a statement in writing by the Production Manager hearing the grievance at Step Two shall be exchanged by the parties concerned.

#### **Step Four**

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVIII – Arbitration.

## **Section 2: Time Limits**

If a grievance has not been advanced to the next stage under Step Two, Three, and Four, within fourteen (14) days after completion of the previous stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Notwithstanding the foregoing, the time limits may be extended by mutual agreement between the Company and the Union. Such agreement will not be unreasonably withheld.

## **ARTICLE XVIII – ARBITRATION**

### **Section 1: Procedure**

In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article XVII – Adjustment of Grievances, the matter shall be determined by arbitration in the following manner:

- (a) The parties shall jointly agree to the appointment of a Single Arbitrator. If the Parties fail to agree on such appointment, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.
- (b) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.
- (c) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (d) The decision of the Arbitrator shall be final and binding on both Parties.

### **Section 2: Cost Sharing**

The Company and the union shall be in equal proportions, the costs, expenses and allowances of the Arbitrator.

### **Section 3: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the Parties.

## **ARTICLE XIX – STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.

## ARTICLE XX – HARASSMENT

1. The Parties to this collective agreement are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment. According to the Human Rights Act of British Columbia, every employee has the right to freedom from harassment by a supervisor or other employee because of gender, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or disability.
2. Harassment for the purpose of this policy is defined as comment or conduct that is known to be unwelcome. It interferes with an individual's work or creates an intimidating or unpleasant work environment.
  - a. **Sexual Harassment:** includes unwelcome sexual advances, requests for sexual favours, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.
  - b. **Personal Harassment:** includes derogatory comments, taunts, threats, jokes or jeers about race, colour, national ethnic origin, religion, age, disability, citizenship, record of offences, marital or family status.
3. There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.
4. If the activity or behaviour does not stop after the person has been approached, or the complainant does not feel comfortable speaking with the person directly, the complainant should raise the issue with Production Manager or the Accounting Manager.
5. The complainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behaviour.
6. Management will take the following steps to resolve the complaint.
  - a. Assure the complainant that an objective examination of the complaint shall take place immediately.
  - b. Advise the person alleged to be responsible that a complaint has been lodged.
  - c. Interview the complainant and the person(s) alleged to be responsible as soon as possible.
  - d. interview any witnesses.
  - e. Document the situation clearly and completely.
  - f. Render a decision as soon as possible and advise the parties of the action to be taken, if any.
  - g. Ensure that all information concerning the case be kept confidential.
  - h. A record of a complaint will be kept in the complainant's file if it is determined that the complaint was frivolous or vexatious. Records relating to frivolous or vexatious complaints shall be removed from the respondent's file and any reference identifying the respondent shall be removed from the complainant's file.

7. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the Production Manager or Accounting Manager. Such measures may include: counselling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
8. Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company's decision, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

All fees and expenses of the adjudicator shall be shared equally between the Company and the Union.

#### **ARTICLE XXI – TECHNOLOGICAL AND OTHER CHANGES**

Where the Company introduces or intend to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining employees, the Company must give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and the provisions of Section 54 of the Labour Relations Code of British Columbia shall apply.

#### **ARTICLE XXII – PERMANENT CLOSURE**

An employee who is terminated as a result of a permanent and total closure of the Company's Surrey B.C. operations, will receive notice of such termination equal to one (1) week's notice for each completed year of service to a maximum of twelve (12) week's notice. An employee who receives less than the required notice shall be paid one (1) week's pay (equivalent to forty (40) hours at their straight time rate) in lieu of such notice for each week of notice that they did not receive. An employee who chooses to terminate their employment prior to the end of the notice period shall not receive any payment under this Article.





**SUPPLEMENT NO. 1**

**CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES**

			<b>Effective Jan 15/13 3%</b>	<b>Effective Jan 15/14 2.5%</b>	<b>Effective Jan 15/15 2%</b>
<b>LEVEL 1</b>	Start	14.54	14.98	15.35	15.66
	After 600 hrs	15.30	15.76	16.15	16.47
Labour (including Packer) Non-Production Labour Grinder	After 1200 hrs	16.03	16.51	16.92	17.26
<b>LEVEL II</b>	Start	15.04	15.49	15.88	16.20
	After 600 hrs	15.77	16.24	16.65	16.98
Printer Assistant Shipper/Receiver	After 1200 hrs	16.51	17.01	17.44	17.79
<b>LEVEL III</b>	Start	16.84	17.35	17.78	18.14
	After 600 hrs	17.85	18.39	18.85	19.22
Shipper/Receiver Mold Changer	After 1200 hrs	18.88	19.45	19.94	20.34
<b>LEVEL IV</b>	Start	18.01	18.55	19.01	19.39
	After 600 hrs	19.02	19.59	20.08	20.48
Mold Changer/Maintenance Helper Prefoamer	After 1200 hrs	20.04	20.64	21.16	21.58
<b>LEVEL V</b>	Start	20.93	21.56	22.10	22.54
	After 600 hrs	21.94	22.60	23.17	23.63
Machine Operator	After 1200 hrs	22.93	23.62	24.21	24.69
<b>LEVEL VI</b>	Start	24.45	25.18	25.81	26.33
	After 600 hrs	25.42	26.18	26.83	27.37
Maintenance Mechanic/Millwright Process Tech.	After 1200 hrs	26.40	27.19	27.87	28.43
<b>LEVEL VII</b>	Start	27.77	28.60	29.32	29.91
	After 600 hrs	28.73	29.59	30.33	30.94
Certified Millwright	After 1200 hrs	29.71	30.60	31.37	32.00

**NOTE:** Where an employee is awarded a job posting and their existing pay rate is higher than the start rate of the posted job, the employee's existing pay rate will be retained until their accumulated time in the posted job results in a higher job rate after which they will follow the rate progression for the posted job.

**NOTE:** An employee who performs work during their shift in a higher classification shall receive the higher rate of pay while occupying the said classification, provided the employee works one (1) or more consecutive hours in the higher classification. An employee who performs work during their shift in a lower classification shall receive the rate of pay for the higher classification for the entire shift.

**NOTE:** The Senior Shipper/Receiver will receive the Lead Hand Premium set out in Supplement No. 1. If that employee is not at work on a specific day, the next most Senior Shipper/Receiver will receive the Lead Hand premium for that day.

### **SHIFT PREMIUMS**

**Afternoon Shift:** \$.50 per hour for each hour of the shift, including overtime hours. Where an employee on Day Shift is scheduled to commence such shift after 7:00 a.m., the employee shall receive the Afternoon Shift Premium for all straight time hours worked beyond 3:30 p.m.

**Graveyard Shift:** Eight (8) paid hours, for a seven (7) hour shift, inclusive of a paid one-half (1/2) hour meal period. Such shift will be considered an eight (8) hour shift for the purposes of calculating daily and/or weekly overtime in accordance with the provisions of ARTICLE V – HOURS OF WORK, Section 1 – Hours and Overtime (b).

**INDUSTRIAL FIRST AID PREMIUM (If required by WCB)**                      \$.75

**LEAD HAND**                      A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is recognized as having exceptional skill and ability in his/her classification. A Lead Hand shall be paid a premium of seven percent (7%) over and above his/her regular classification hourly rate.

**CHARGE HAND**                      A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who shall be held responsible for the quality and the quantity of the work. A Charge Hand shall not be responsible for hiring, discharging or otherwise disciplining other employees. A Charge Hand shall be paid a premium of ten percent (10%) over and above his/her regular classification hourly rate.

**POWER  
ENGINEERS**

**Employees who, as of December 3, 2012, hold a valid fifth class Power Engineer Certificate shall continue to receive a premium of \$.75 per hour for each hour actually worked. Any other employee obtaining such a certificate shall not be eligible for the \$.75 per hour premium.**

An employee who holds a valid fourth class Power Engineer certificate shall receive a premium of \$1.00 per hour for each hour actually worked.

**An employee who holds a valid third class Power Engineer certificate shall receive a premium of \$2.00 per hour for each hour actually worked.**

Where an employee holding a Power Engineer certificate is telephoned outside of their normal work hours for trouble shooting calls, the employee shall receive remuneration for the duration of the call, rounded up to next quarter hour increment, at the employee's straight-time rate plus the Power Engineer certificate premium. This time shall not be considered time worked for the purpose of calculating overtime.

## SUPPLEMENT NO. 2

### GROUP BENEFITS AND HEALTH AND WELFARE PLANS

The following represents a summary only of the Group Benefits available to employees covered by this Collective Agreement. Specific rights and benefits are governed by the terms of the Group Insurance Policy, Plan Document and/or the Plan Text providing the Group Benefits.

#### ELIGIBILITY

Active full-time employees who work a minimum of twenty (20) hours per week shall become eligible on the first day of the month on or after which they have completed three (3) months of permanent full-time employment. In the case of a lay off an employee's benefits under this plan shall cease effective the last day of the second (2<sup>nd</sup>) full month following the date of layoff. When recalled with seniority, benefit coverage shall resume effective the first (1<sup>st</sup>) day of work.

An employee on an approved leave of absence may maintain coverage for MSP only provided the employee pays the Company an amount equal to their MSP premiums prior to those premiums being paid by the Company.

#### LIFE

Amount of Insurance:           \$65,000.00  
No Evidence Limit:           \$65,000.00  
Reduction:                    by 50% on the date you attain age 65

#### DEPENDENT LIFE INSURANCE

Amount of Insurance:       Spouse:       \$7, 500.00  
  Child:        \$2,500.00

#### ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of your Accidental Death and Dismemberment insurance is equal to and reduces the same as your Life Insurance amount.

#### OPTIONAL LIFE

Available to you and your eligible spouse in units of \$10,000.00 up to a maximum of \$200,000.00 each.  
All amounts of Optional Life are subject to approval of medical evidence.

#### VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of Voluntary Accidental Death and Dismemberment insurance is the amount which you have elected subject to a maximum of \$300,000.00. The amount elected must be a multiple of \$25,000.00. You may elect to change the amount of your insurance only on a Policy Anniversary date.

The amount of insurance for your eligible dependents is the amount which you have elected for yourself multiplied by the applicable percentage below:

Spouse (if no dependent children)	50%
Spouse (if dependent children)	40%
Each Dependent Child (if spouse)	5%
Each Dependent Child (if no spouse)	10%

### **LONG TERM DISABILITY**

Waiting Period:	120 days
No Evidence Limit:	\$3,000.00
Benefit:	75% of monthly earnings
Minimum Benefit:	\$50.00 per month
Maximum Benefit:	\$3,000.00 per month
Maximum Benefit Period:	to age 65

**All employees that are currently receiving the top up of the five percent (5%) from the Company will be grandfathered at the eighty percent (80%) until they either return to work or no longer qualify for LTD Benefits under the current claim.**

### **EXTENDED HEALTH CARE**

Deductible:	\$25.00 per employee/family per calendar year
Reimbursement:	100% of all eligible expenses
Lifetime Maximum:	\$1,000,000.00
Plan Maximum:	The lifetime maximum amount of Benefits payable for any one member or dependent is \$1,000,000.00
Dependent Children:	Covered from birth to age 21, to age 24 if in full time attendance at a school or university, or to any age if handicapped.

Employees shall be provided with a prescription drug card for direct payment to the pharmacy as per the normal procedure provided for by the insurance carrier.

### **VISION CARE**

Insured Amount	\$300.00 per 24 month period.
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## DENTAL CARE

Deductible:	Nil
Basic:	80% reimbursement
Major:	60% reimbursement
Orthodontics:	50% reimbursement
Fee Guide:	Current Dental Association fee guide
Basic:	No maximum
Major:	No maximum
Orthodontics:	\$2,500 lifetime/claimant
Dependent Children:	Covered from birth to age 21, to age 25 if in full time attendance at a school or university, or to any age if handicapped

## RRSP

Effective January 1, **2013** the Company will contribute **six percent (6%)** of an employee's annual gross wages to an employee's RRSP for calendar year **2013**.

**Effective January 1, 2014 the Company will contribute seven percent (7%) of an employee's annual gross wages to an employee's RRSP for calendar year 2014.**

**Effective January 1, 2015 the Company will contribute eight percent (8%) of an employee's annual gross wages to an employee's RRSP for the calendar year 2015 and subsequent years.**

LETTER OF UNDERSTANDING NO. 1

BETWEEN

AQUA-PAK STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS, LOCAL 2009

The Company agrees to meet with the Local Union and Shop Committee to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement . The purpose of the meeting will be to develop a cooperative resolution of the issues and to make recommendations to the Company.

The process will continue every three (3) months. The parties agreed that this provision meets the requirements for a joint consultation committee under Section 53 of the Labour Relations Code of B.C.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 10 day of MAY, 2013.

AQUA-PAK STYRO CONTAINERS LTD.

H. Weinmann  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNITED STEELWORKERS, LOCAL 2009

Paul Gruber  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**AQUA-PAK STYRO CONTAINERS LTD.**

**AND**

**UNITED STEELWORKERS, LOCAL 2009**

During a reduction of the work forces, where there are more senior labour employees on layoff, employees who are machine operators as a result of the Company initiated training will not do any packing and will only perform machine operator duties.

It is further understood that when Junior Machine Operator(s) are working, Senior Machine Operator(s) will not be placed in positions that would layoff a senior employee to the Junior Machine Operator(s).

This Letter of Understanding will be deemed to be interpretive of the Collective Agreement, Article XII – SENIORITY, Section 1: Principle and Section 2: Reduction and Recall of Forces.

The Company and the Union must mutually agree to any variances to this Letter of Understanding.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 10 day of May, 2013.

**AQUA-PAK STYRO CONTAINERS LTD.**

H. K. Hermann  
\_\_\_\_\_  
\_\_\_\_\_

**UNITED STEELWORKERS, LOCAL 2009**

Paul Braden  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #3

BETWEEN

AQUA-PAK STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS, LOCAL 2009

The Company shall post scheduled break times for the Shipping Department. If required, break relief shall be arranged by the Charge Hand on shift. If an employee chooses to work through a scheduled break, an alternate break time must be scheduled within sixty (60) minutes of the original break start time. The Company will meet with the Shop Committee to resolve the issues that arise in the implementation of this Letter of Understanding.

**The current practice with respect to breaks for the Shipping Department shall be maintained. If a change is required and cannot be mutually agreed to then the terms of this Letter of Understanding No. 3 shall apply.**

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 10 day of MAY, 2013.

AQUA-PAK STYRO CONTAINERS LTD.

*H. L. Lerman*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNITED STEELWORKERS LOCAL 2009

*Paul ...*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**AQUA-PAK STYRO CONTAINERS LTD.**

**AND**

**UNITED STEELWORKERS, LOCAL 2009**

Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, to qualify for new positions being planned and to ensure sufficient relief employees are available when required. To meet these needs, the Company will consult with the Shop Committee and the Union about its' anticipated training requirements semi-annually. Included in this consultation will be training pre-requisites, training schedules and training methods.

When training is required, the Employer will post a Notice of Training. This notice will indicate the training pre-requisites, the job classification and equipment being offered for training, and the number of employees to be trained. The Employer will offer the training to the senior applicant(s) who possess the training pre-requisites.

This Training Policy shall apply to all positions excluding Charge Hand. This Training Policy does not alter or replace any of the provisions of Article XII – Seniority.

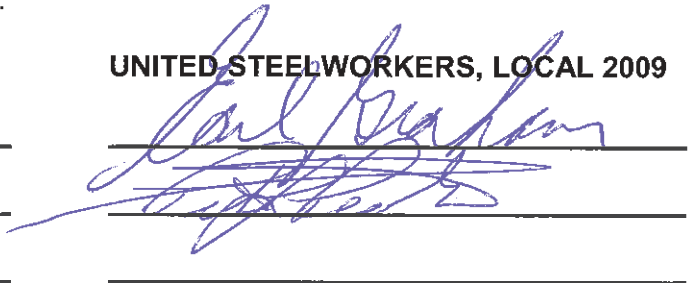
An employee wishing to pursue an apprenticeship may indicate their interest to the Shop Committee and the issue will be discussed with the company, which may, at their discretion decide whether or not an apprentice will be formally sponsored.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 10 day of MAY, 2013.

**AQUA-PAK STYRO CONTAINERS LTD.**

**UNITED STEELWORKERS, LOCAL 2009**

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**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN**

**AQUA-PAK STYRO CONTAINERS LTD.**


**AND**

**UNITED STEELWORKERS, LOCAL 2009**

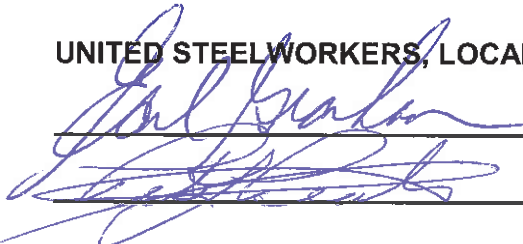
It is agreed by the Parties that Kodak Packaging work is considered Packer work and will be performed by Level 1 Packers on a daily rotational basis among those Packers who wish to perform this work. Packers will be expected to perform the Kodak Packaging work to the standards as required by the Company or they will be removed from the rotation and will no longer be offered the opportunity to perform such work. In the event there are insufficient employees who wish to perform this work, it is agreed that the Company has the right to assign such work to Packers who have shown the capability to perform this work to the satisfaction of the Company.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 10  
day of MAY, 2013.

**AQUA-PAK STYRO CONTAINERS LTD.**

  
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**UNITED STEELWORKERS, LOCAL 2009**

  
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