

COLLECTIVE AGREEMENT

BETWEEN

WESTERN CANADIAN SCREENS 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)**

September 1, 2013 – August 31, 2016

**Errors & Omissions Excepted
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COLLECTIVE AGREEMENT

BY AND BETWEEN: WESTERN CANADIAN SCREENS LTD.

(Hereinafter referred to as "the Company")

**AND: UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter referred to as "the Union")

The general purpose of this agreement is to promote industrial and economic relationships between the Company, the Union, and the employees by setting forth provisions for rates of pay, hours of work, settlement of grievances, conditions of employment, and other matters referred to herein.

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company for which the Union is certified, except those employees excluded by the Labour Code of British Columbia.

ARTICLE 3 - MANAGEMENT

3.01 The Company has the right to operate and manage its business in all respects. It has the right to control production, maintain order and efficiency and to make and alter rules that are reasonable, provided they are not inconsistent with this agreement and provided that this article will not be used in a discriminatory manner against any employee or group of employees.

3.02 The Company shall have the right to extend, locate, limit, cease or curtail its operations and to determine the numbers and classifications of men required for any and all operations, the kinds and locations of machines and tools to be used and schedules of production, or to make any changes in its operations to promote efficiency.

3.03 The Company shall always have the sole right to hire, promote, demote, transfer, layoff, discipline, suspend and discharge employees for just cause.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083 Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers, Local Union 2009
Attention: Financial Secretary at fax number 604-513-1851, and
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).

- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 - HOURS OF WORK

- 5.01 The standard work week for employees is five (5) consecutive days Monday to Friday. The standard work day will consist of eight hours (8) worked between the hours of 7:00 a.m. and 5:00 p.m. with a one-half (1/2) hour unpaid lunch break scheduled by management within the one and one-half hours bracketed by the middle of the shift. By mutual agreement between the parties the hours may be changed.
- 5.02 **AFTERNOON SHIFT** Effective September 1, 2009 where a second shift is employed, the hours of work will be eight (8) plus a premium of one dollar and five cents (\$1.05) per hour. There will be a thirty (30) minute lunch period.
- 5.03 **NIGHT SHIFT** Effective September 1, 2009 where a third shift is employed, the hours of work will be eight (8) plus a premium of one dollar and five cents (\$1.05). There will be a thirty (30) minute lunch period.
- 5.04 **CHANGE OF START AND STOP TIMES** By mutual agreement between the Company and the Union the regular starting and stopping times of work shifts may be changed.
- 5.05 **WORK PERFORMED ON SATURDAY, SUNDAY AND PLANT HOLIDAYS**
- (a) Overtime rates will be paid for work performed as follows:
- Saturdays - Time and one-half for the first 4 hours, then doubletime
 - Sundays - Doubletime
 - On Plant Holidays as listed in Article 6 - Doubletime
- (b) Overtime rates will not be paid for work performed;
- On a night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
 - to complete a night shift after midnight at the start of a Plant Holiday.
 - when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.
- 5.06 **OVERTIME**
- (a) **OVERTIME - DAILY** All overtime will be paid for at time and one-half for the first two and one half hours and doubletime thereafter.
- (b) Overtime shall be voluntary, unless not enough employees are available to do the work required, in which case the Company may require an employee or employees to work overtime when necessary. Senior employees shall have the right to refuse to work overtime so long as there are junior employees qualified to do the work required.
- (c) **OVERTIME MEAL** Employees requested to work more than two and one-half (2 1/2) hours overtime after completion of their regular shift, will be given **\$12.00** meal money effective September 1, 2013. Effective September 1, 2014 **\$16.00** meal money and effective September 1, 2015 **\$20.00** meal money.
- (d) **OVERTIME DISTRIBUTION** Overtime will be distributed equitably among the employees commencing with the most senior employee, and the overtime work will be rotated among the employees.

(e) **OVERTIME - WHERE SHIFT PREMIUM PAID** If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

5.07 **REST BETWEEN SHIFTS** Employees will have eight (8) hours rest between shifts. In the event the employee's next shift starts such that the employee will not have an eight (8) hour lapse between shifts, the employee may report at the next regular shift's starting time and be paid the appropriate premium rate for the number of hours less than the required eight (8) hours' rest that he received; or, where there is an afternoon shift, the employee may elect to report after he has had an eight hour rest and he will work an eight hour shift which will extend into the afternoon shift.

5.08 **HOURS BEFORE AND BEYOND REGULAR SHIFTS** Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at the appropriate rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Steward.

5.09 **GUARANTEED DAY** Subject to the exceptions set forth in this Section and in Section 5.10, any employee reporting for work at the start of the employees' shift, will be guaranteed **eight (8) hours** work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

The provisions of this Section will not apply in case of shutdowns necessitated by power outage, fire, flood, acts of God or emergencies beyond the control of the company, or if the employee:

1 - Voluntarily quits

2 - Was previously instructed not to report

In such event or circumstance the employee will then only be paid for the actual time he worked

3 - Does not work a full shift at his own request

4 - Reports for work on a shift for which he was not scheduled.

5.10 **CALL TIME** Employees recalled to work after leaving the premises of the Company, after completion of their regular shifts, will be paid overtime rates for all hours worked, with a guaranteed minimum payment of two (2) hours at time and one-half.

ARTICLE 6 - PLANT HOLIDAYS

6.01 All employees covered by this Agreement will receive eight (8) hours' pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | | | |
|----|----------------|-----|-------------------|
| 1. | New Year's Day | 7. | Thanksgiving Day |
| 2. | Good Friday | 8. | Remembrance Day |
| 3. | Victoria Day | 9. | Christmas Day |
| 4. | Canada Day | 10. | Boxing Day |
| 5. | B.C. Day | 11. | Floater Holiday* |
| 6. | Labour Day | 12. | Floater Holiday* |
| | | 13. | Family Day |

*Employees wishing to use a Floater Holiday must give the Company one weeks notice.

No more than one employee may be off at any one time unless mutually agreed otherwise and preference will be given on a first come first serve basis.

New employees will be eligible to take one floater after six months service and the second floater after nine months service.

Any floater holidays that have not been used in a calendar year can either be carried over into the following year or paid out at the end of the year in which the entitlement is earned.

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

- 6.02 When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- 6.03 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 6.04 (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. (The thirty (30) calendar days only needs to be met once to qualify for all statutory holidays).
 - (ii) Have worked his/her last scheduled work day before, and his/her first scheduled work day after the holiday, both of which must fall within a period of forty-five (45) calendar days.
 - (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 forty-five (45) calendar days.
- (b) In case of injury or illness in (ii) above, the employer shall have the right to request a medical certificate.

ARTICLE 7 - VACATIONS WITH PAY

7.01 **EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:**

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than 1 year	1 day for each major fraction of month Worked (max. 10 working days)	4%
1 yr but less than 4	2 weeks	4% of gross earnings
4 yrs but less than 7	3 weeks	6% of gross earnings
7 yrs and over	4 weeks	8%
12 years and over	5 weeks	10%
Effective September 1, 2014		
20 years and over	6 weeks	12%

Time off due to an employee being on Workers' Compensation shall be considered time worked at the rate of 40 hours per week at an employee's classified rate for the purposes of vacation pay entitlement.

7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAYOFF** Authorized leave of absence for sickness or accident or other causes acceptable to the Company, shall not affect the employee's right in respect to vacations.

7.03 **CUTOFF DATE** Employees vacation years will be adjusted to a cutoff date of March 31st.

7.04 **VACATION ADJUSTMENT TO A CUT-OFF DATE** When an employee reaches an anniversary of employment date which brings him into a higher vacation entitlement, he will, at that date, become entitled to one week's vacation with pay which may be taken after that date.

7.05 **VACATION PERIOD** Vacations will be scheduled by March 31st of each year for the vacation period of May 1st to September 30th. Employees will have preference of vacation periods in accordance with their seniority to the extent that they will not unduly interfere with production schedules.

7.06 **VACATIONS EXCEEDING TWO WEEKS** No vacation may exceed two (2) weeks in length during the period May 1st to September 30th without the express approval of the Company. All vacations must be approved by the Company.

7.07 **VACATION PAY - WHEN PAYABLE** Vacation pay will be paid by separate cheque on the first pay day in April. Vacation pay will be based on earnings from the twenty-six (26) full pay periods preceding each April 1st.

7.08 **VACATION OVERLAP** Only two employees at any one time will be allowed an overlap of one week, subject to prior approval of the employer.

ARTICLE 8 - SENIORITY

- 8.01 (a) An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of sixty (60) days worked which may be accumulated over a period of six (6) months. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to his date of original hire.
- (b) The Parties recognize that job opportunity and seniority shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, vacations, layoff, termination and recall after termination, the senior employee shall be entitled to preference.
- (c) In recognition, however, of the responsibility of Management for the efficient operation of the Employer, it is understood and agreed that in all cases referred to in Section 8.01 (a), (b) and (c) Management shall have the right to pass over any employee if it is established with the employee and the union that the employee does not have the skill and ability to perform the work.
- d) It is understood that that work "transfer" (8.01(b)) does not apply to reassigning employees to work within the same classification.

8.02 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:

- (a) occupational injury
- (b) absence from employment while serving in the non-permanent armed forces of Canada.
- (c) absence due to illness or non-occupational injury.
- (d) jury duty, Union gatherings and collective bargaining negotiations
- (e) authorized leave of absence
- (f) layoff for the following periods after which an employee's seniority will terminate:
1. Up to 1 year's seniority – 3 months
 2. From 1 year to less than 5 years – 12 months
 3. 5 years and over – 24 months

8.03 SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:

- (a) voluntarily quits the employ of the Company
- (b) over-stays authorized leave of absence except by reasons of force majeure
- (c) is discharged and not reinstated under the terms of this Agreement
- (d) is recalled to work and does not report within three (3) working days of receiving notice by registered mail
- (e) is still on layoff and the seniority retention period has elapsed as described in 8.02(f)
- (f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.
- (g) an Employee will be deemed terminated whose seniority is cancelled as per 8.03 (b), (d) and (e).

- 8.04 **RECALL PROCEDURE** Laid off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than three (3) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.

- 8.05 A seniority list will be posted biannually, showing employee's names, date of hire and job classification.

ARTICLE 9 - SAFETY & HEALTH

9.01 SAFETY & HEALTH - RESPONSIBILITY

- (a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- (b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

- 9.02 **SAFETY COMMITTEE** It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a Management Representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the notice board.

- 9.03 **HOUSEKEEPING AND SANITATION** All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

- 9.04 **WASHROOM, LUNCHROOM** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap, and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

- 9.05 **INJURED EMPLOYEE - REPORTING PROCEDURE** Any employee suffering an injury while in the employ of the Company (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to the Supervisor or as soon thereafter as possible, and also report to the Supervisor on return to work.

- 9.06 **INJURED EMPLOYEE - TRANSPORTATION** Employees injured on the job will be provided free transportation by the Company to and from a hospital. Employees requiring transportation home from a hospital following initial treatment shall be reimbursed for costs of such transportation.

- 9.07 **INJURED EMPLOYEE - DAILY EARNINGS** If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.

- 9.08 **EMPLOYEES WORKING ALONE** Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.

- 9.09 **SAFETY BOOT ALLOWANCE** Once every twelve (12) months, the Company will reimburse each employee who has completed six (6) months of service for the purchase of safety boots upon presentation of a receipt and in accordance with the following allowances:

Effective September 1, 2012 - \$170.00

Effective June 15, 2015 - \$180.00

- 9.10 **FIRST AID ALLOWANCE**

Effective September 1, 2007 a premium of thirty-five cents (\$.35) per hour will be paid to the designated Level 1 First Aid Attendant.

Effective September 1, 2011 a premium of forty-five cents (\$.45) per hour will be paid to the designated Level 1 First Aid Attendant.

The Company will pay the course fees, cost of books and lost wages necessitated for renewal of the designated First Aid Attendant's Level 1 Ticket as well as these costs for any other employee approved by the Company who achieves or renews the Level 1 ticket.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01 **CONSULTATION WITH UNION - PRIOR TO CERTAIN CHANGES** The Company agrees to advise the Shop Steward or Grievance Committeeman if available on the premises prior to discharging, laying off, transferring, disciplining, promoting or demoting any employee.
- 10.02 **BULLETIN BOARDS** The Union will have the exclusive use of One Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards of the plant. Prior to posting any material, the General Manager will be shown the material.
- 10.03 **NOTICES - BETWEEN COMPANY AND UNION** Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail or facsimile message addressed to it at its registered address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail or facsimile message addressed to the Secretary of the Union at its registered address.
- 10.04 **UNION ACCESS TO PLANT** Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.
- 10.05 **BEREAVEMENT PAY** If a death occurs in the immediate family of an employee, the Company will grant a three (3) day paid leave of absence. Immediate family will be defined as follows:

the employee's spouse, (common-law status included) mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, legal guardian, grandparents, grandchildren and same sex partner.
- 10.06 **APPENDICES** The attached Appendices are a part of this Collective Agreement and the Parties are bound by their terms.
- 10.07 **JURY DUTY** If an employee is summonsed or subpoenaed for jury selection or for jury duty or subpoenaed as a crown witness, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the monies received for jury duty.

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

- 10.08 **REST PERIODS** Employees will be allowed two (2) coffee breaks of fifteen (15) minutes each on Company time; one in the first half of each shift and one in the second half.
- 10.09 **CLEAN UP** Employees may be allowed a clean up period of at least five (5) minutes before the completion of his shift for the clean up and stowage of Company equipment and employee's personal tools, etc.
- 10.10 **UNION APPOINTEES - IDENTIFICATION** The Union will maintain with the Company a current list of the names of Shop Stewards, Committee Representative and Staff Representative. The Company will recognize one Steward on each shift.
- 10.11 **UNION COMMITTEES** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.
- 10.12 **LAYOFF NOTICE** In cases of layoff, the Company will give notice in accordance with the Employment Standards Act.
- 10.13 a) **Personnel Records**
- (i) One personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
 - (ii) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.
 - (iii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.
- b) **Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be permitted to review and shall be provided with copies of any document or record contained in the Employee's personnel file.
- c) **Discipline**
- (i) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.
 - (ii) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee.
 - (iii) The Employee and the Shop Steward shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within seventy-two (72) hours of the taken action.

d) **Relief**

All written warnings, reprimands, suspensions, and discharges shall be rescinded, and removed from the Employee's personnel file, after a period of eighteen (18) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

10.14 **Severance Pay** An Employee whose services are terminated due to a merger, consolidation, or a permanent suspension of operations, will receive one week's pay for each completed year of service with the Employer to a maximum of **sixteen (16)** weeks at the rate of pay the employee was receiving at the date of termination.

10.15 **Letters of Understanding and Memorandums**

a) **Form Part of Collective Agreement** The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.

b) **Copies to Union** The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices, which form part of the current Collective Agreement.

c) **Renewal All Agreements**, Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

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

10.16 **Union Representation**

a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.

b) The Employer agrees to recognize one (1) Shop Steward and one (1) alternate, as provided in writing from the Union.

c) The Employer will be notified by the Union of the names of any Shop Stewards, and any changes made thereto.

d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than one (1) Employee plus the Unit President.

e) When the legitimate business of a Unit President, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.

f) The Employer agrees that Unit President, Shop Stewards, and Safety Committee members will not suffer loss of pay for time spent in the handling of grievances or safety issues.

10.17 **Negotiating Committee**

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than one (1) Employee, who will be regular Employees of the Employer, along with representatives of the International Union.
- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work without pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.
- d) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Negotiating Committee on the day shift.

10.18 **HUMANITY FUND** The Company agrees to deduct \$20.00 from each employee once yearly and forward to the United Steelworkers Humanity Fund.

The deduction to be made on the first pay period September 1, 1999. Anybody not wanting to participate should notify the Company in writing on forms provided by the Union.

10.19 **HUMAN RIGHTS** The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, including personal, sexual and racial harassment. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 **GRIEVANCES WILL BE PROCESSED AS FOLLOWS:**

STEP 1 The Shop Steward with or without the aggrieved employee, will attempt to settle the grievance with the Supervisor involved in the dispute.

If the grievance is not settled at Step 1 the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 2.

STEP 2 The manager of the Company, with other Company representatives, if he desires, and a Union representative, if available, a Shop Steward, with or without the aggrieved employee, will attempt to settle the grievance.

If the grievance is not settled at Step 2 the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance will proceed to Step 3.

STEP 3 Arbitration

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

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
Step 2	Within 5 days of answer	3 days
Step 3	Within 30 days of answer	

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

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

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

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

11.06 **TIME LIMITS - FAILURE TO ACT** If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.07 **GRIEVANCE COMMITTEEMAN AND COMPANY REPRESENTATIVES** At each of the two grievance steps the Company and the Union may have equal representation.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

12.02 Any matter referred to arbitration, as provided in 13.01 hereof, shall be submitted to a single arbitrator selected from the following list:

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

12.03 The arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.

12.04 The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.

- 12.05 The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 12.06 If, during the life of this Agreement, one of the Arbitrators named in 12.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 12.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 12.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter to amend any of the provisions of this Agreement.
- 12.10 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator as the case may be.

ARTICLE 13 - INSURANCE AND MEDICAL PLAN

- 13.01 The Company will provide at no charge to the employee the health care benefits listed below. The insurance policies governing these benefits shall govern any interpretation for coverage.

13.02 COVERAGE

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

EXTENDED HEALTH BENEFITS

INSURANCE COVERAGE

1. Life Insurance - One and one half (1 1/2) times annual earnings with a minimum of \$15,000.
 2. A.D.&D. - same as Life Insurance
 3. Weekly Indemnity - 66 2/3% of earnings to a maximum of \$600.00 (1-4-17)
 4. Long Term Disability - 66 2/3% to a maximum of \$2500.00.
 5. Vision Care – Effective September 1, 2004 – Eye Exam - \$70.00 per 12 months (first month after ratification increase Eye Exams to \$100.00 per 12 months)
Replacement of lens and frames or contact lenses - \$250.00 per 24 months (first month after ratification Replacement of Lens and frames or contact lenses - \$300.00 per 24 months and this amount can be used for laser eye surgery).
 6. Effective November 1, 2007 current reimbursement Drug Plan will be replaced by a Direct Pay Drug Plan.
- 13.03 Note: for clarity on coverage in this section please refer to the letter dated April 14th, 2011 from Great West Life from Danielle Ceulen (Attached).

The benefits provided in this Article and Article 14, with the exception of weekly indemnity and long term disability coverage, will be continued during layoff as follows:

- (i) Employees with one (1) or more years seniority will have coverage for three (3) months.
- (ii) Employees with more than four (4) months but less than one (1) years seniority will have coverage for one (1) month.
- (iii) In order for reinstatement of layoff benefit coverage to occur, there must be a return to regular employment. A return to regular employment occurs when an employee is called back to work at the end of the seasonal layoff. "Seasonal layoffs" have typically occurred for various periods of time between November and the following March.
- (iv) The periods of layoff coverage referred to in (i) and (ii) above are in addition to the month in which a layoff occurs.
- (v) An employee who returns to regular employment, but whose layoff benefit coverage has ended will regain benefit coverage on the first of the month following the return to regular employment.

ARTICLE 14 - DENTAL PLAN

14.01 The Company will supply dental coverage at no charge to the employee. The insurance policy covering this benefit shall govern any interpretation for coverage.

14.02 **COVERAGE**

BASIC DENTAL 80%

PROSTHETIC APPLIANCES AND CROWN AND BRIDGE PROCEDURES.....50%

PLAN C 50%

(Lifetime Maximum on Plan C \$2,000.00 for claims arising on or after September 1, 2004 and **Lifetime Maximum on Plan C will increase to \$2,500.00 for claims arising after September 1, 2014).**

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

15.01 **LEAVE FOR PERSONAL REASONS**

- (a) An employee may be allowed a leave of absence without pay for personal reasons if:

he requests it from the Company in writing, and the Company believes the leave is for a good reason and does not interfere with the Company's operations.

If the employee takes a job elsewhere during this leave of absence he will be considered as having terminated his employment.
- (b) The Union will be notified of all leaves granted under this section.

15.02 **LEAVE TO ATTEND UNION GATHERINGS**

- a) Employees who have been elected or appointed by the Union to attend International, National or local gatherings will be granted leave of absence without pay for this purpose. No more than one (1) employee may take such leave at one time and they must give the Company ten (10) working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time. The Union agrees to consider the Company's work requirements when making leave requests.

- (b) Leave of absence will be granted on request to not more than one (1) employee who has been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

15.03 **LEAVE FOR UNION BUSINESS**

The Company will grant **leave of absence** without pay up to one **employee who is appointed or elected to Union Office**. The employee must request the leave of absence in writing and the Union must approve it. **Two weeks' notice** in writing must be given prior to requesting this leave. **The employee who obtains this leave shall report for work within thirty (30) calendar days after completion of this term of employment with the Union.**

ARTICLE 16 - WAGES

16.01 **WAGE SCHEDULE**

- (a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).

16.02 (a) **NEW OR CHANGED CLASSIFICATION**

If any new job classifications are established, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

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

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

A statement of earnings will normally be issued on Wednesday of the pay week. If the pay is short by the equivalent of one or more day's pay, and the employee so requests, the Company will issue a cheque for the shortage by the week's end. Otherwise errors will be corrected in the next pay period.

16.04 **PAYMENT OF WAGES - IRREGULAR** Any employee being discharged, laid off, or leaving of his own accord will be paid all monies due to him as promptly as possible, or, in any event, within one week.

16.05 **Lead Hand** A Lead Hand is an employee who is assigned to instruct and assign others in the performance of their work and may be held responsible for the quality and quantity of work.

Premium An employee assigned to work as a Lead Hand will receive one dollar (\$1.00) above his regular rate of pay.

ARTICLE 17 - JOB POSTING

- 17.01 **JOB OPENINGS (NOT TEMPORARY)** All job postings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for three (3) working days. A job posting is required when the Company intends to fill a permanent vacancy in the following positions:

Shipping & Receiving
Maintenance Operator
Foreman

- 17.02 **JOB APPLICATIONS (DELAYED)** If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

- 1 vacation,
- 2 authorized leave of absence not exceeding thirty (30) days,
- 3 absence resulting from an accident or illness not exceeding thirty (30) days,
- 4 absence on Workers' Compensation not exceeding thirty (30) days.

- 17.03 **SELECTION OF SUCCESSFUL APPLICANT** Preference will be given to applications from the most senior employees in accordance with the principles established in Article 8 of this Agreement.

- 17.04 **TRIAL PERIOD** The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

17.05 **RETURN TO FORMER JOB**

(a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.

(b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

- 17.06 **SUCCESSFUL APPLICANT NOTICE** The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.

All job postings not filled by successful applicants within thirty (30) days are considered void.

- 17.07 In the event that none of the applicants meet the requirements of the job in relation to Article 8 of this Agreement, the Company may fill the vacancy from any available source.

ARTICLE 18 – GROUP RRSP

- 18.01 A Group R.R.S.P. Plan will be introduced and employees may contribute to it if they so desire. The Company will match the employee contributions to a maximum of 5% effective September 1, 2004 of an employee's gross earnings **and 5.5% effective September 1, 2014.** Contributions from employer and employee to begin upon completion of probationary period.

Emergency withdrawals can be made as a result of the death of a family member as per Article 10.05 of the Collective Agreement and for emergency medical situations. Such withdrawals may only be made from the portion of the RRSP representing the employee's contributions.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01 In the event that the Company introduces a technological change which results in:
- (a) Displacement of employees from employment with the Company. The Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
 - (b) An employee being terminated will receive one (1) week's pay for each year of seniority, in excess of 5 years seniority.

ARTICLE 20 – HARASSMENT

- 20.01 The Parties to this Collective Agreement believe that all employees have a right to work in an environment that is free from harassment.
- 20.02 For the purposes of this Collective Agreement, "harassment" is defined as comment or conduct that is know to be unwelcome and 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, gender or sexual orientation.
- 20.03 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.
- 20.04 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 the General Manager or, in his absence, with the Operations Manager.
- 20.05 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.
- 20.06 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) Retain a record of a complaint in the complainant's file if it is determined that the complaint was frivolous or vexatious. Remove records relating to frivolous or vexatious complaints from the respondent's file and remove any reference identifying the respondent from the complainant's file.

20.07 If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken. Such measures may include: counselling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.

20.08 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.

20.09 The Company will have all employees, including management and office staff, attend the United Steelworkers Course on harassment. The Company will pay the cost of employees attending this course.

ARTICLE 21 - SAVINGS CLAUSE

21.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

21.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 22 - EDUCATION AND DEVELOPMENT FUND

22.01 The employer will contribute to the Union the sum of five cents (\$.05) per hour per employee for each hour worked.

The money shall be made payable to Local Union 2009 Education and Development Fund, #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 The Agreement shall be for the period from and including **September 1, 2013** to and including **August 31, 2016**, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is **August 31, 2016** or immediately preceding the last day of August in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

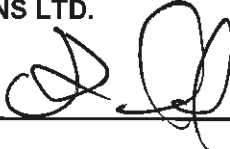
23.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

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

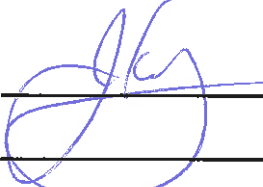
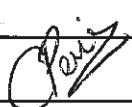
IN WITNESS WHEREOF: The Parties have executed this Agreement at

Coquitlam, B.C. this 16 day of April, 2014.

**WESTERN CANADIAN
SCREENS LTD.**



**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009**

WESTERN CANADIAN SCREENS

APPENDIX "A"

WAGE SCHEDULE

CLASSIFICATION	Sept 1/13 0%	Sept 1/14 2%	Sept 1/15 2.5%
Helper	15.41	15.72	16.11
Shipper/Receiver			
Operator I start	17.10	17.44	17.88
after 9 months	18.59	18.96	19.43
after 18 months	19.69	20.08	20.58
after 24 months	21.27	21.70	22.24
after 30 months	22.74	23.19	23.77
after 36 months	24.23	24.71	25.33
after 42 months	24.92	25.42	26.06
Maintenance Operator	24.92	25.42	26.06
after 12 months	26.41	26.94	27.61
Foreman	28.73	29.30	30.03
after 18 months	31.50	32.13	32.93

During absences under Article 8.02 that exceed sixty (60) days, wage progression based upon time accumulation will be suspended until the employee returns to full time duty.

Lead Hand to receive \$1.10 over current rate.

Effective February 6, 2014 the Shipper/Receiver will receive \$1.00 per hour over his regular rate.

LETTER OF UNDERSTANDING #1

BETWEEN: WESTERN CANADIAN SCREENS LTD.

(OF THE FIRST PART)

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

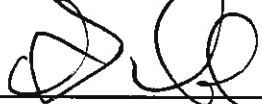
(OF THE SECOND PART)

RE: SHIPPING AND RECEIVING TASKS

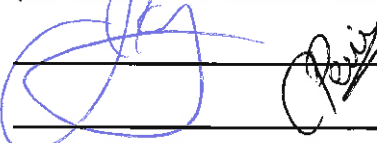
1. The position of shipping and receiving has been assigned to Kai Lam.
2. Those designated to relieve for this work are J. Janow and D. Neilsen . Replacements for any of these relief personnel shall be selected by the Company from amongst those regularly assigned to the Fine Mesh Department.
3. Whomever is filling this position (permanently or in relief) maybe required to perform other Operator tasks e.g. cutting screens for customers.
4. Unless there is a substantive change in the volume of such work, the person filling this position on a permanent basis, will not be assigned work beyond the Fine Mesh area.

Signed this 16 day of April, 2014.

WESTERN CANADIAN SCREENS LTD.



**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**



LETTER OF UNDERSTANDING #2

BETWEEN: WESTERN CANADIAN SCREENS LTD.

(OF THE FIRST PART)

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

(OF THE SECOND PART)

RE: WORK SCHEDULING

1. The Company will post a schedule each Wednesday for the coming week showing the shift employees will be on **and** adding the department(s) where employees are scheduled to work each week.

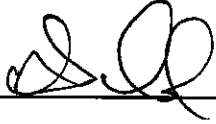
2. It is understood that there can be changes to where an employee is scheduled to work either before a week begins or during the week.

3. For clarity, the departments referred to in 1, above are:

 Shipping & Receiving
 Forming
 Fine Mesh
 Perforation including Toyota
 Looms including Jaeger and Z slots.

Signed this 16 day of April, 2014.

WESTERN CANADIAN SCREENS LTD.



**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

