

**COLLECTIVE
BARGAINING
AGREEMENT**

between



DYNAMIC[®]
Architectural
Windows & Doors

and



Effective May 1, 2019 to April 30, 2023

COLLECTIVE AGREEMENT

**BETWEEN
DYNAMIC WINDOWS AND DOORS INC.**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

May 1, 2019 – April 30, 2023

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COLLECTIVE AGREEMENT

Between **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as "the Employer")

and
UNITED STEELWORKERS, LOCAL 2009
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) establish a just and prompt procedure for the administration/disposition of grievances;
 - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being.
- 1.02 The omission or specific mention in this Agreement of existing rights and privileges established or recognized by the Employer, shall not be construed to deprive employees or the Union of such rights and privileges.
- 1.03 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa, and words importing the masculine gender will be deemed to include the feminine gender and vice versa as the context requires.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit, that is, all employees at and from 30440 Progressive Way, Abbotsford, BC, V2T 6W3, excluding office and sales staff and the group leaders, as per the LRB Certification.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, save and except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the duly appointed representatives of The United Steelworkers are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 The Union acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials;
 - b) maintain order, discipline and efficiency;
 - c) hire employees, to direct, transfer, promote, layoff, suspend and discharge them, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.
- 2.06 The Company has a practice of contracting out the following:
- service, delivery, glass, hardware, powder coating, specialty finishes and on-site assembly.
- The Employer will provide the Union with written notice of intentions to contract out work not listed above prior to any additional contracting out.
- The Employer shall not contract out unless he cannot perform the work in a manner that is competitive in terms of cost, quality, and within projected time limits.
- 2.07 The Employer agrees not to do work which is outlined in the job classification, except in the following cases:
- a) to do test work and tune-up work on equipment
 - b) for instructional purposes which shall be done with a qualified union member
 - c) for the purpose of experimentation

- d) for the development of new methods or products when working with a bargaining unit member with work experience
- e) for specialized projects not normally within the realm of day to day shop production when working with a bargaining unit member.
- f) to do work where the utilization of bargaining unit employees are not available or to assist an employee at a position where they are in training
- g) for emergency purposes, repairs and maintenance

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union may hold elections for one (1) Unit President and one (1) Vice President for the bargaining unit; as well as, the Union will endeavour to elect two (2) stewards per shift. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) USW Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. The Representative shall have reasonable access to the plant while it is in operation; the Representative shall not interfere with production.
- c) The Company will provide a Union Steward up to fifteen (15) minutes of time during each new employee orientation to present information regarding the Union and Shop Stewards at Dynamic Windows.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

- 3.03
- a) Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters. The Stewards shall have access to all shifts if needed when they have obtained permission from the employer which shall not be unreasonably denied.
 - b) The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of four (4) on the committee, shall be paid at their regular hourly rates for all time spent on negotiating a collective agreement. The total (straight time) wage replacement cost will be borne equally by the Employer and the Union.

ARTICLE 4 - STRIKES OR LOCKOUTS

- 4.01 In accordance with Article 57(1) of the *BC Labour Relations Code*, during the term of the Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike or slowdown.
- 4.02 In accordance with Article 57(2) of the *BC Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout.

ARTICLE 5 – PROBATIONARY PERIOD

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give consideration to Local 2009 Union members for full-time positions, provided such applicants are qualified, in the Employer's view, to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are available employees on layoff qualified to do the work.
- 5.03 Each employee shall serve a probationary period of five hundred and twenty (520) hours actually worked, commencing with his date of hire. Their respective seniority shall be dated back to the date of beginning employment. A mid-probationary review will be provided to probationary employees.

The purpose of the probationary period is to monitor and provide feedback of the employee's on-going abilities and aptitude to the work environment.

The following monitoring process will be followed for all Probationary Employees:

- a) First review (within one month – approximately 160 hours) provide feedback on the individuals performance and aptitude to the work and workplace. Highlighting all areas requiring improvement.
- b) Second review (within two months – approximately 300 hours) update on improvements since the first review and required improvements.
- 5.04 If the Employer, in its sole discretion, decides that the employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his duties, the Employer may terminate the employee's employment at any time during the probationary period. If the Employer decides to terminate a probationary employee it shall provide written reasons to the Union if requested within the grievance timelines. The Employer agrees that its actions shall not be made in a manner that is discriminatory as defined by the *Human Rights Code*, arbitrary or in bad faith.
- 5.05 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees.

ARTICLE 6 – DUES CHECK OFF

6.01 The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new Union employees and to all applicable employees, the policy herein expressed.

- a) 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. The Company shall also identify to the Local Union the names of the employees where initiation fees are being paid and submitted.
- b) 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.
- c) 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.
- d) 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).
- e) 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.

6.02 Union Shop

All employees shall upon thirty (30) calendar days after entering employment or thirty (30) calendar days after the execution of this Agreement, 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.

6.03 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.

6.04 Discharge of Non-Members

Any employee who fails to maintain membership in the Union as prescribed herein by 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.

6.05 **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-Canada National Constitution, and in accordance with the by-laws of Local Union 2009. Any such penalty will be provided in writing to the employer by USW 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.
- 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.



**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 15th of each month.

Name: _____ Phone: _____

Address: _____ Postal Code: _____

City: _____ E-mail: _____

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

- c) 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.
- d) The Local Union shall notify the Company by letter or email of the amount of back dues owed by the new employees and copies of such letter shall be furnished to the

employees and the Unit President.

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

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

- g) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile or e-mail to:
 - i) United Steelworkers, Local 2009
Attn: Financial Secretary @ 604-513-1851

6.06 **Employer Deductions from Wages - Employee Benefit Plan**

The parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate organization/agency, any employee's contribution for any Employee Benefit Plan as specified in this agreement.

ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY

- 7.01 Rates of pay applicable to various classifications are as set forth on "Appendix A" attached hereto and made part hereof.
- 7.02 Where new machinery is installed that materially affects the conditions of work of the employee concerned, the Union **shall** be notified in writing (copy to the committee).
- 7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to two (2) hours' reporting pay. If the employee is recalled at any time prior to his next regularly scheduled shift, he will be entitled to the foregoing reporting pay in addition to any hours worked. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

- 7.04 Employees required to perform work outside the Province shall be provided the following:
- a) Travel medical coverage in excess of three million dollars (\$3,000,000.00)
 - b) Single room accommodations
 - c) WCB coverage for out-of-Province work
 - d) The Company shall pay for all meals and reasonable expenses
 - e) The Company shall pay fifty cents (\$0.50) per kilometre where an employee is required to use their own vehicle.
- 7.05 Under time-based progression, there is no direct link between job duties and wage rate, therefore, each employee continues to earn their time-base rate regardless of job duties performed.
- 7.06 When there is a reduction of work in a department, the management may move employees from one department to another department on a temporary basis in order to contribute to production demands of that department by shift seniority competency considered. Competency considered when the work returns to that department the employee shall return to their original department in line of seniority.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Normal Hours

a) Continuous Shifts: Five Days per Week

- i) The normal hours of work shall be eight (8) working hours per day and forty (40) hours per week, Sunday evening through Friday, including a total of thirty (30) paid minutes of break time per shift. The starting and stopping times shall be as follows:

Days	7:00 a.m.	to	3:00 p.m.
Afternoons	3:00 p.m.	to	11:00 p.m.
Nights	11:00 p.m.	to	7:00 a.m.

- ii) **Lunch Periods**

When activating a three (3) shift continuous operation all shifts will begin with a paid thirty (30) minute lunch break approximately halfway through their shift.

Variation of Schedules and Break Times

Such shifts or shift schedules and break times may be varied by mutual agreement between the Employer and the Union, however, this does not preclude the Company from making temporary individual break changes in order to maintain consistency of production.

The employer and union agree that, should any employee choose, of their own free will, to leave the company premises on break times, WCB coverage would be discontinued during this absence.

b) **One or Two Shifts: Days and Afternoons**

- i. The normal hours of work shall be eight (8) working hours per day and forty (40) hours per week, Monday through Friday, exclusive of an unpaid thirty- (30) minutes meal break. The starting and stopping times shall be as follows:

Days	6:30 am	to	3:00 pm
Afternoons	3:00 pm	to	11:30 pm

- ii. **Lunch Period and Rest Breaks**

Days	9:30 am 20 min paid break
	12:30 pm 30 min unpaid break

Afternoon	6:00 pm 20 min paid break
	9:00 pm 30 min unpaid break

Variation of Schedules and Break times

Such shifts or shift schedules and Break times may be varied by mutual agreement between the Employer and the Union, however, this does not preclude the company from making temporary individual break changes in order to maintain consistency of production.

The employer and union agree that, should any employee choose, of their own free will, to leave the company premises on break times, WCB coverage would be discontinued during this absence.

c) **Alternate Shifts**

Where the Company may require an alternate shift which may include hours less or greater than the above-mentioned shifts a) & b), all details of the shift(s) shall be worked out and agreed to with the local union prior to any implantation of the new shift. This shall include but is not limited to, vacations, statutory holidays, rest break and any other differences that normally would apply during the above shifts.

8.02 Overtime Pay

- a) An employee shall receive overtime pay of one and one half (1 1/2) times his regular hourly classification wage for all hours worked in excess of:
 - i) Eight (8) hours in a day; or
 - ii) Forty (40) hours in a week, but excluding daily overtime.

- iii) Where a week contains a general holiday, the references to hours in a week shall be considered as eight (8) hours worked for each general holiday in the week and shall be used for calculating overtime in ii) above.
- b) An employee shall receive overtime pay of two (2) times his regular hourly classification wage for all hours worked in excess of:
 - i) Eleven (11) hours in a day; or
 - ii) Forty-eight (48) hours in a week, but excluding daily overtime.
 - iii) All hours worked on Sunday will be paid at two (2) times their regular rate regardless of the actual number of hours worked during the rest of the week. When the plant is operating in a three shift configuration, all hours worked on a shift that begins at 10:00 pm or later on the Sunday night shall be worked at the regular rate of pay.
 - iv) Where a week contains a General Holiday, the references to hours in a week shall be considered as eight (8) hours worked for each General Holiday in the week and shall be used for calculating overtime in ii) above.
- c) Prior to starting any overtime (in addition to their regular shift) an employee shall at their request be permitted a ten (10) minute unpaid break.

8.03 Overtime Rules

- a) All overtime will be voluntary, except as scheduled in 8.03 c) below and will be offered based on seniority competency considered.
- b) Where overtime is anticipated, the Employer will post the number of people, and the corresponding level pay rates. Any level posting could be satisfied by award of overtime to a training level employee of the same level. The overtime will be awarded based on seniority, competency considered
- c) The Employer may schedule up to five (5) overtime shifts per year. The Employer will provide a minimum of three (3) weeks' notice prior to scheduling any of the five (5) shifts. Employees will be expected to work these scheduled shifts as part of their schedule. Employees who are unable to work the scheduled shifts will inform the employer within five (5) days of the posting and will provide reasons for not being available.
- d) No employee is permitted to work unauthorized overtime hours. All overtime work must be authorized in advance by the employee's supervisor.
- e) During the annual shutdown, the Employer will post all positions that may be available during the Annual shut down and award them for that period of time in line of seniority, competency considered.

- f) Nothing in this article shall require an employee to work in contravention of his bona-fide religious beliefs.
- g) An employee may request to bank overtime worked at premium rates, overtime may be banked at the employee's request and taken as either payment or as additional banked time off, if adequate notice has been provided and will only be granted subject to operational requirements. The Employer will pay out accumulated banked overtime on a regularly scheduled pay day at the employee's request; if unused, during the week prior to Christmas, or in the year following the year in which the overtime was earned; or on termination of employment.

8.04 Work Day and Work Week

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday

- 8.05 Employees requesting a change of shift will submit a written request for change to the H.R. administrator. (Copy shall be given to the Unit President or their designate). The request should include the specific shift requested, the time frame requested, whether a permanent or temporary change is being requested and the reasons for the desired change. At a joint Union/Management meeting, each request will be reviewed and discussed to determine the most appropriate action given the circumstances.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 Employees will receive annual vacations, with pay, upon completion of the following periods of service, calculated as a percentage of gross earnings:

- less than one (1) years' service -- vacation pay and time off as per the *Employment Standards Act*;
- after one (1) years' service -- two (2) weeks' vacation, with pay at four percent (4%);
- after five (5) years' service -- three (3) weeks' vacation, with pay at six percent (6%).
- after ten (10) years' service -- four (4) weeks' vacation with pay at eight percent (8%) :
- After seventeen (17) years' service - five (5) weeks of vacation with pay at ten percent (10%)

Vacation pay is due only:

- a) on the pay day for the pay period in which vacation is taken;
- b) if unused, shall be paid no later than December 15th of each year of the contract (unless parties mutually agreed otherwise).
- c) upon request of the employee on a separate cheque; or
- d) on termination of employment.

Vacation pay stubs shall show gross earnings during an indicated period of time. The company shall also provide a paper copy of each employee's vacation percentage for calculating their vacation pay no later than January 15th of each year including their increase and date if they have an increase in that year.

- d) There will be no administrative charge for vacation pay when vacation pay is paid out on a regular pay cheque. The administration fee will be \$0.00 for the first request, \$10.00 for the second request and each additional request per calendar year.
- 9.02
- a) Vacations shall be scheduled by seniority. Senior employees will have preference in the selection of vacation periods.
 - b) To facilitate this process, the Employer will post vacation schedules on October 15th. Employees have up to December 15th of that year to request their vacation periods for the following calendar year period between January 1st to December 31st. The Employer shall confirm the vacation scheduling by December 31st in each year unless a conflict of employee requests require discussions with employees to coordinate requested time off. It is also agreed that for vacation requests by December 15th that weeks of vacations shall have preference over days of vacation regardless of an employees' seniority. Once confirmed, vacations shall not be altered without employee's consent. Should an employee not select their vacation by December 15th, they will not be able to use their seniority to displace another employee from their pre-selected and approved vacation periods. All vacation requests after December 31st shall be approved on a first come first served basis and shall be confirmed by the employer within seven (7) working days of this application.
 - c) On the first week of January of each year the employer shall post the vacation schedule indicating the number of individuals that are booked off on vacation for each week of the following year. The schedule shall be updated monthly and available for review in the H.R, office and the bulletin board in the main lunchroom.
 - d) During the Annual Vacation planning period in b) above of October 15th through December 15th, the employer agrees to the following minimums from June 15th through to September 15th, 10% of active employees. During all other times a minimum of 5% of the active employees.
 - e) Once the "Annual Vacation Scheduling period" has expired: vacation approvals will be subject to the following:

All vacation requests shall be submitted two (2) weeks in advance for the requested vacation dates unless there are unforeseen circumstances. Approval shall not be unreasonably denied without bona fide reasons or bona fide operational requirements from the employer. If less than forty (40) work days lead time, the employer shall approve a minimum of ten percent (10%) of the total workforce per day per shift. If between forty-one (41) and eighty (80) work days lead time the employer shall approve a minimum of five percent (5%) of the total workforce per day per shift. Anything longer will be subject to the approval process above.

- 9.03 Operations shall cease for a plant-wide shutdown in conjunction with Christmas Day, Boxing Day, and New Year's Day statutory holidays for the purpose of a common vacation period. The Employer shall provide no less than thirteen (13) weeks' notice of the exact dates of the shutdown.
- 9.04 The following shall be considered as days actually worked for determining vacations for an employee after one (1) year of employment:
- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
 - b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a Medical Doctor;
 - c) any other absence with pay, duly approved by the Employer in writing.
- 9.05 In the event of a public holiday falling during an employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normally have returned to work or a mutually agreed upon day at some other time.

ARTICLE 10 - HOLIDAYS

10.01 Provided the provisions of Article 10.02 are met, the Employer agrees to pay at regular rates, for the employee's scheduled working hours for each of the following eleven (11) holidays which shall be defined as statutory holidays for the purposes of this agreement and any other holidays legislated Federally or Provincially

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

- 10.02 a) Article 10.01 applies only to employees who have been employed by the Employer for a minimum of thirty (30) calendar days and have worked their regularly scheduled workday before and their regularly scheduled workday following the holiday unless their absence is due to illness, vacation with pay, approved leave of absence or other reason acceptable to the Employer. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner. The employer shall pay for any additional medical information beyond the basic doctor's note.
- b) If an employee who qualifies under Article 10.02(a) has worked or earned wages for at least fifteen (15) of the last thirty (30) calendar days before the paid holiday, the employee will be paid the same amount as if the employee had worked regular hours on the day off.

- c) If an employee who qualifies under Article 10.02(a) has worked less than fifteen (15) of the last thirty (30) days before the paid holiday, the employee will be paid one fifteenth (1/15th) of his total wages, excluding overtime, for that thirty (30) day period.
- 10.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half (1 ½) times the regular rate in addition to his holiday pay; after eight (8) hours, the rate shall be two (2) times the regular rate of pay.
- 10.04 If one of the above named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled day shall be observed as the statutory holiday, unless an alternate day is mutually agreed on between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least thirty (30) days in advance of the statutory holiday.
- 10.05 Where an employee works on a statutory holiday the employee shall be entitled to one (1) day off, unpaid. The employee must give one (1) weeks' notice of his intent to take the day off.
- 10.06 When Canada Day occurs during the week, the holiday may be celebrated on Monday or Friday of either adjoining weekend if mutually agreed on between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday. Remembrance Day will be recognized on the day on which it falls.

ARTICLE 11 - SENIORITY AND LAYOFF

- 11.01 Except as provided in Article 11.05(b), seniority of employees shall be recognized on a plant-wide basis. New employees shall be placed on the seniority list at the end of their probationary period as per Article 5.03, and their respective seniority shall be dated back to the beginning of regular employment. Employees hired on the same day will be assigned seniority status by the drawing of lots in the presence of the Local Union Unit President or their designate.
- 11.02 Seniority lists shall be maintained at all times by the Employer and shall be posted with the current classification of each employee on a quarterly basis. An updated copy shall be provided to the Local Union each quarter.
- 11.03 Seniority rights shall cease and employment may be terminated for any employee who:
 - a) voluntarily quits the employ of the Employer;
 - b) is discharged and such discharge is not reversed through the Grievance Procedure;
 - c) fails to report for three days, unless he has a justifiable reason;
 - d) has less than one (1) year's seniority and is laid off for a continuous period of more than six (6) consecutive months, and for any employee who has one (1) year or more seniority is laid off for a continuous period of more than twelve (12) consecutive months.

- 11.04 a) The parties recognize and agree on the importance of retaining a skilled workforce and reducing undue economic hardship on employees. Therefore, if layoffs are required the parties will meet to discuss alternatives to layoffs, including the option of an income subsidy plan through HRDC.
- b) When a shortage of work necessitates a reduction in the size of the workforce, subject to skill and knowledge of remaining employees to perform the work, probationary employees shall be laid off first after which employees shall be laid off in inverse order of their seniority. The company will post for a 1-week period prior to any lay-offs, a request form allowing employees to request lay-off versus working. The company will endeavor, subject to operational requirements, to schedule those employees as laid-off. Where there is a layoff, the employees remaining will possess the requisite skill, to do the remaining available work.
- c) Employees recalled from layoff shall be recalled in order of their seniority, competency considered, subject to 11.04 b.
- 11.05 The Employer shall give notice of the need for a layoff to the Union and will meet with the Unit President and/or their designate or a USW Representative immediately after giving such notice to review the situation.
- 11.06 The Employer shall not be required to give one (1) weeks' notice of layoff when equipment failure, shortage of materials, shortage of work, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 11.07 Any appeal in regard to a layoff or recall must be taken up under the first step of the Grievance Procedure .
- 11.08 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make mutually satisfactory arrangements to return. Seniority rights shall cease and employment may be terminated for any employee who does not report for work within these required time limits. If employees are recalled out of order of seniority a Steward shall be notified within twenty-four (24) hours in writing, including reasons from the Company.
- 11.09 During a layoff it is understood that it is the employee's responsibility to apprise the Employer of any change in phone number and/or address.
- 11.10 Employees may be subject to shift reassignment offered in line with seniority subject to competency (Senior may, Junior must) in the following circumstances:
- a) an employee voluntarily requests into a position on an alternate shift;
- b) temporary training is required on an alternate shift;
- c) emergency situations;
- d) lay-offs;
- e) in the event a shift is collapsed.

ARTICLE 12 - TECHNOLOGICAL CHANGE

- 12.01 The Employer shall notify the Union sixty (60) days in advance of the intent to institute material changes in production methods or facilities which would result in re-training, layoff, or termination of employees.
- 12.02 Where jobs are eliminated due to technological change, the affected employees, provided they have the aptitude, will be given a reasonable opportunity to be trained to operate the new equipment or to assume other duties, provided they meet the requirements of such jobs.
- 12.03 a) Employees whose jobs are eliminated by technological change will be allowed, based on plant-wide seniority provided they have the aptitude, will be given reasonable opportunity to train in performance of alternate duties.
- b) Such employees may move:
- i. up to jobs previously permanently held (excluding higher training jobs temporarily held);
 - ii. across to a job previously held or a job within their capability after a brief orientation period (less than a day); or
 - iii. down to a job previously held or a job within their capability after a brief orientation period.
- Employees who cannot perform the duties of the job within the orientation period, may be required to accept a job they have previously held on a permanent basis.
- c) Within not less than two (2) weeks of the production changes taking effect, the Employer shall post a notice announcing impending implementation of technological change.
- 12.04 a) Employees whose employment is terminated because of technological change shall be entitled to severance pay of three (3) weeks' pay at regular straight time rates, for each year of service with the Employer, to a maximum of eight (8) weeks' pay.
- b) An employee so affected may elect to accept layoff with recall rights as defined in Article 11 in lieu of the above, the election to be made within three (3) weeks' notice of termination.
- 12.05 Any dispute arising in relation to adjustment to technological change may be grieved.

ARTICLE 13 – HEALTH AND WELFARE

13.01 In order to protect employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute one hundred percent (100%) of the premium cost of the following, after six (6) months of employment:

- a) Medical Services Plan of British Columbia
- b) Life Insurance - \$150,000.00
- c) Accidental Death and Dismemberment - \$150,000.00
- d) Extended Health Care Plan. The Company will pay 100% of Core Extended Health Plan (Core Plan), or at the employee's request, the Company will pay 50% of the costs of Option 1 which includes paramedical services, private duty nursing, and hearing aids.

NOTE: (CORE benefit plans for Orthotics and Orthoepedic Shoes shall increase from \$100.00 per calendar year combined to \$500.00 per calendar year combined.

- e) Dental coverage for employee and dependents providing:
 - i. 90% Basic Dental;
 - ii. After two (2) years of service, 50% Major Restorative, up to a maximum of \$2000.00 per year per person.
- f) After three (3) years' service, prescribed vision care, and approved laser eye surgery to a maximum of two hundred dollars (\$200.00) per person and a family maximum of three hundred dollars (\$300.00) per family once every two (2) years to employees and their dependents; and after five (5) years of service, to a maximum of two hundred and fifty dollars (\$250.00) per person and a family maximum of five hundred dollars (\$500.00) per family once every two (2) years to employees and their dependents. Employer pays one hundred percent (100%) of premium.

After one (1) years' service, vision exams to a maximum of one hundred dollars (\$100.00) per employee every two (2) years.

Approved laser eye surgery will be eligible for coverage for a maximum of two consecutive payments made by the employer (Maximum of two hundred and fifty dollars (\$250.00) for two (2) payments; and a Family Lifetime Maximum of one thousand dollars (\$1,000.00).

- g) Employee Assistance Plan:

The Employer will pay the ongoing costs of the existing Employee Assistance Plan (EAP).

- 13.02 Employees shall contribute one hundred percent (100%) of the cost of long term disability coverage. The total premiums for all insurance plans shall be remitted by the Employer.
- 13.03 The above plans are more extensively described in the applicable insurance policies which govern their operation and coverage. Benefit Plan Policy number is 35140. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 13.04 a) In the event of sickness or accidents, the Employer agrees to continue to pay the premiums of all insurance for a period of six (6) months for every year of service with the Company (i.e. one year employment – 6 months, 2 years of employment – 1 year). In the case of a layoff, coverage will continue to the end of the month following month of layoff. All Company paid benefits will cease at the earlier of times outlined above or at the employee's age of sixty-five (65).
- b) In the event of work related sickness or accidents, that is, those covered by Work Safe B.C. Employer's contribution shall continue for a period of twelve (12) months.
- c) Where the Employer provides extended coverage, the employee must make satisfactory arrangements with the Employer to remit his portion of premium cost.

13.05 Doctor's Notes

Where the Company requires an employee to provide a doctor's note, the employer shall reimburse the cost of the note up to a maximum of twenty-five (\$25.00) dollars.

ARTICLE 14 – REGISTERED RETIREMENT SAVINGS PLAN

- 14.01 The Employer agrees to match employee contributions to the USW RRSP plan as follows:
- a) Employees with more than three (3) years' service: The Employer agrees to match employee contributions to the USW RRSP plan to a maximum of one hundred twenty-five dollars (\$125.00) per month contribution by the Employer;
- b) The Employer agrees to deduct and remit unmatched voluntary contributions to the RRSP for non-probationary employees. Employees shall be entitled to adjust their contribution level for a maximum of two (2) times per year beginning on January 1 of each year.

14.02 The Employer agrees to make employee contributions to the USW RRSP plan as follows:

a) Employees with more than five (5) years' service:

The Employer agrees to make employee contributions to the USW RRSP plan to a maximum of one hundred fifty dollars (\$150.00) per month contribution by the Employer;

b) Employees with more than seven (7) years of service:

The Employer agrees to make employee contributions to the USW RRSP plan to a maximum of one hundred and seventy-five dollars (\$175.00) per month contribution by the Employer;

c) Employees with more than ten (10) years of service:

The employer agrees to make the employer contribution to the USW RRSP plan to a maximum of **two hundred dollars (\$200.00)** per month.

ARTICLE 15 – JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

15.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

a) The employees shall elect up to five (5) representatives to a Safety Committee;

b) The Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson with mutual agreement are is empowered to call extra meetings at any time.

c) It is agreed that Part 3 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise.

15.02 There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative.

a) All serious incidents, as defined by Part 3 of the Workers Compensation Act shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant OHSC or their designates.

b) The Company and Union agree to fully cooperate with the OHSC and the Company will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC.

- c) The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:
 - (i) a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and sub-contractors;
 - (ii) provision for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
 - (iii) appropriate written instructions, available for reference by all workers;
 - (iv) provision for holding periodic Union-Management meetings for the purpose of reviewing health and safety activities and incident trends, and for the determination of necessary courses of action;
 - (v) provision for Safety Suggestion forms approved by the OHSC's and utilized so that employee suggestions can be documented and dealt with promptly by the first line supervisor. Suggestions will also be forwarded to the OHSC;
 - (vi) provision for holding periodic OHSC meetings at least monthly;
 - (vii) provision for prompt investigation of incidents to determine the action necessary to prevent their recurrence;
 - (viii) the maintenance of records and statistics, including reports of inspections and incident investigations, with provision for making this information available to the joint committee and included in the OHSC minutes;
 - (ix) provision by the employer for the training and supervision of workers in the safe performance of their work.
- d) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC inspector during workplace visits.

15.03 Pay for Joint Committee Meetings

- (a) As defined in Part 3, per section 134 of the Workers Compensation Act:
A member of a joint committee is entitled to time off from work for:
 - i) the time required to attend meetings of the committee, and
 - ii) other time that is reasonably necessary to prepare for meetings of the committee and to fulfil the other functions and duties of the committee.
- (b) Time off under subsection (a) is deemed to be time worked for the employer, and the employer must pay the member for that time.

15.04 Minutes

The Company will provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays, and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the OHSC or their designates and if there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Manager and Local Union.

15.05 Injuries & Claims

- a) Should the Company request a meeting with an employee to discuss any issues with his claim with WorkSafe BC, he will be entitled to request a Union representative when practicable.
- b) If the Union requests a copy of the Company First Aid Report completed by the First Aid Attendant involving an employee's report, it shall be provided.

15.06 Serious Incidents, Dangerous Occurrences and Near Misses

- a) The Union Co-Chairperson or his designate and a member of the Occupational Health & Safety Committee, shall be notified promptly in order that he may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the employee members referred to in (a) have had the opportunity to inspect and investigate the site, and if attending the WorkSafe BC officer authorizes such disturbance.
- c) In cases of serious incidents occurring a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

15.07 Fatalities

- a) In addition to Section 6, if a workplace fatality occurs, the Company shall notify the President of the Local Union in order that they may designate two (2) representatives either from the Local Union or USW District 3 Office who shall, within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- b) 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.

15.08 Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- a) An employee 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 employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) 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 (2) 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 employee who made the report.
- d) If the procedure under subsection (3) does not resolve the matter and the employee 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 employee who made the report and in the presence of:
 - (i) an employee member of the joint committee, or
 - (ii) another employee who is selected by the Union.
- e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- f) If a worker exercises the right to refuse unsafe work, before another worker is assigned to do the work the supervisor will advise the worker of:
 - (i) The refusal by the worker exercising the right,
 - (ii) The reason for the refusal,
 - (iii) His or her rights under the Act/Regulation

15.09 **Injury at Work**

a) **Transportation**

Employees injured on the job will be provided with transportation by the Employer to and from a doctor's office, clinic or hospital. Employees requiring transportation home from a doctor's office, clinic or hospital following initial treatment shall be reimbursed for costs of such transportation.

b) **Daily Earnings**

If an employee is injured on the job and is medically authorized to discontinue work for that day, the Employer will maintain the employee's normal daily earnings and benefits for the day of injury.

15.10 **WHMIS 2015**

The Company will continue with its Workplace Hazardous Materials Information System 2015 (WHMIS 2015) Training Program to ensure that all employees are kept up-to date with material identification and use.

15.11 **Boot Allowance**

The Employer will provide a Boot Allowance to employees who have one (1) year of service or more as of May 1st each year. Such employees will be given one hundred dollar fifty dollars (\$150.00) every two (2) years upon the employee providing a receipt of purchase for CSA approved work shoes or as per Footwear – General Requirements 8.22 of the Occupational Health and Safety Regulations. This one hundred fifty dollars (\$150.00) can also be used towards repairs.

15.12 **RTW/Accommodation Policy**

The employer and the union, USW Local 2009, and the Joint Occupational Health & Safety (JOHS) Committee (the Parties) recognize their moral and legal responsibilities towards employees with disabilities. The Parties will, through consultation and a cooperative partnership, develop a Stay at Work/Return to Work (SAW/RTW) Program compliant the BC Human Rights Code.

The goal of the program is to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

A Return to Work Committee, with representation of both parties, will assist in the development and administration of the Program. The Return to Work Committee shall act as a subcommittee of the Occupational Health & Safety Committee and shall have one person from the union and the employer on the committee. The Return to Work Committee shall develop their own terms of reference.

ARTICLE 16 - FUNERAL LEAVE

- 16.01 In the event of the death of an employee's spouse, biological or legally adopted child or step-child the Company will grant five (5) scheduled working days off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule to make arrangements for or to attend the funeral.
- 16.02 In the event of the death of an employee's biological mother, father, brother, sister the Company will grant three (3) working days off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule if the employee attends the funeral; or one (1) scheduled working day off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule to make arrangements for the funeral.
- 16.03 In the event of the death of an employee's mother-in-law, father-in-law, or step-parent the Company will grant one (1) scheduled working day off with compensation at his/her regular hourly rate of pay for hours lost from his/her regular schedule if employee attends the funeral.
- 16.04 Upon the death of a relative as set forth in Article 16.01, 16.02, or 16.03, and as a condition to being eligible to be granted bereavement leave as set forth therein, the employee shall advise the Company in writing of the date of death, the name of the deceased relative and the relationship to the employee. The employee shall provide to the Company any further proof that the Company may request.
- 16.05 Bereavement leave provided for in this Article must be taken within two (2) weeks of the date of death, and must be continuous rather than broken.
- 16.06 For the purpose of this Article, "spouse" shall include a common-law spouse. A common-law spouse shall be defined as an individual who has been co-habiting with the employee in a common-law relationship for a minimum of six (6) months and who is, as at the date of death, registered on the Company's records as being the common-law spouse of the employee.

ARTICLE 17 - JURY DUTY

- 17.01 Any regular full-time employee who is required to perform jury duty or serve as a subpoenaed witness or at a Coroner's Inquest, and as a result will reasonably miss work, will be reimbursed by the Employer for the difference between the pay received for such duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work for the first ten (10) days served.

ARTICLE 18 – LEAVES OF ABSENCE

18.01 The Employer may grant leaves of absence, without pay and subject to operational requirements, for a period of up to four (4) months for reasons such as marriage, sickness, death in the immediate family, education, personal or other reasons acceptable to the Employer. The length of the leave period may be extended with the approval of the Employer. The Employer's decision shall be performed in a non-discriminatory manner and will be communicated to the employee within five (5) working days of the written request. The Employer shall provide written confirmation of any and all leaves of absences to the Union.

- a) Employees that are still within their probation work period shall not accumulate seniority for any Leave of absence time missed during the probationary period.
- b) Leaves of absence may be granted for probationary employees at the discretion of the Employer.

18.02 On return, the employee shall be reinstated to a position similar to the position vacated, or if not available, to an alternate position, without a reduction in pay.

The Company will grant leave of absence to employees suffering injury or illness, 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.

18.03 Conflicts regarding requests for a leave shall be resolved through a Joint Labour Union Management Committee meeting.

18.04 Costs of any benefits shall be borne by the employee, and the Employer is authorized to deduct from such an employee's pay the cost of benefits.

- 18.05 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, subject to operational requirements. Not more than two (2) employees may take such leave at one time and they must give the Company notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. The Union will fax or e-mail a written request to the Company, who will reply with confirmation of acceptance or not.
- b) The Company shall grant leave of absence to employees who are appointed or elected to Local Union office. The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of their term of employment with the Local Union.
- c) The Company shall grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union, subject to operational requirements.

- d) 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 b) and c) above, the employer will be given due notice in writing; in the case of b) twenty (20) calendar days; and in the case of c), five calendar days.

18.06 The Employer will grant unpaid reasonable period of parental leave without pay to employees. This shall be in accordance with Part 6 of the Employment Standards Act of British Columbia – Section 50 – Pregnancy Leave and Section 51 – Parental Leave. These sections shall be posted in the operation for all the employees' knowledge.

ARTICLE 19 – HUMANITY FUND

19.01 For the purpose of international aid and development, the Company agrees to deduct one (1¢) cent per hour from the wages of all employees in the bargaining unit for all hours worked to be calculated annually based on the hours worked in the previous calendar year as indicated on the employees annual T4, to pay the amount so deducted to the “Humanity Fund” and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The first Humanity Fund deduction as aforesaid shall be calculated for the year base on fifty (50%) per cent of hours worked each year of the agreement. The calculation shall be performed during the first quarter of the following year.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or annually only if submitted in writing to the Company and the Local Union in February of each year.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. *For this purpose, the payroll department will note the following Charitable Donation number for the “Humanity Fund”:* R119172278 RR 0001.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 The Employer agrees to recognize the Stewards, and the USW Representatives specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 20.02 The Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) work days after the subject of such grievance occurred or in case of a Policy Grievance, either party became aware of an action or condition that may be a violation of the Collective Bargaining Agreement. The limitation period shall apply to all differences arising between the parties hereto relating to the interpretation, application, operation, or alleged violation of this Agreement. The foregoing limitation shall not apply to payroll errors of a continuing or recurring nature.
- 20.03 A "Group Grievance" is defined as a single grievance signed by a Steward or USW Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 3. The grievors shall be listed on the grievance form.
- 20.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or operation of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party directly to arbitration under Article 21, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 20.05 The Company and the Union mutually agree that, when a grievance arises in the operation under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

Prior to submitting a written grievance, the individual employee involved, with or without a Shop Steward, or the Shop Steward on behalf of the individual shall give their immediate supervisor an opportunity to address the complaint. If the supervisor cannot adequately address the employee's complaint both (the individual employee and the shop steward) will meet with the Human Resource Department to discuss a solution.

Step Two

If a satisfactory settlement is not reached at Step One within seven (7) work days, the Shop Steward shall take up a written grievance with the Human Resources Department. The written grievance shall briefly describe the nature of the incident or occurrence to the grievance, it shall clearly state the provision(s) of the agreement that have been violated and it shall provide a statement as to a remedy or relief being sought. The in house Union and the Human Resources department shall meet within five (5) days of the submission and attempt to resolve the grievance. Within five (5) work days of the meeting, the company shall notify the griever and union (in writing) of their decision.

Step Three

If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management. The parties shall meet within the next 7 work days unless they agree otherwise.

Step Four

If the grievance is not settled under Step 3, either party may, within seven (7) work days of the decision under Step 3 refer the grievance to the arbitration process outlined in Article 21.

20.06 The time limits specified in Article 20.05 above may be extended by mutual agreement between the Employer and the Union.

ARTICLE 21 – ARBITRATION

21.01 Interpretation - In case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:

- a) Either Party may notify the other Party in writing, of the question or questions to be interpreted. Within fourteen (14) days of receipt of such notice and statement each Party shall refer the matter to an Arbitrator selected by the Parties in accordance with the provisions of this Section.
- b) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.

21.02 Grievances

- a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 20, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, of the question or questions to be arbitrated.
- b) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- c) If the arbitrator finds that an employee has been unjustly suspended or discharged, they shall have the right to decide the appropriate resolve which may include any of the following, reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, the amount received shall be deducted from wages payable by the Company pursuant to this section
- d)) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

- e) The Arbitrator shall be selected from the list of recognized arbitrators in B.C

21.03 Arbitration (Expedited Binding Mediated Arbitration. Hereinafter called "Arbitration")

To facilitate the timely resolution of grievance matters which remain unresolved following the conclusion of the procedures for Adjustment of Grievance contained in Article 20, the parties agree to implement an expedited arbitration procedure, as follows:

- a) One arbitrator will be mutually agreed to by the parties to serve as Chairperson to resolve disputes referred to arbitration.
- b) The agreement of both parties will be required before advancing a grievance to the arbitration procedure. However, once the parties have agreed to proceed to the arbitration procedure, that decision shall not be revoked except with the consent of both parties.
- c) The parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to arbitration, unless there is mutual agreement to extend the time limit.
- d) The parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.
- e) No legal counsel will be used by the parties during the course of the hearing. Witnesses and oral submissions from the parties during the hearing will be at the discretion of the Chairperson.
- f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within 10 days of the hearing.
- g) The parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.

21.04 **Cost Sharing**

The parties shall jointly bear the cost of the arbitrator.

21.05 **Place of Hearing**

Any expedited arbitration to be held hereunder shall be held on Company premises. Any formal arbitration to be held hereunder shall be held at the City of Abbotsford or at such other place as may be decided by the Parties.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

- 22.01 The Employer agrees to apply progressive measures of discipline in a non-discriminatory and equitable manner. Provided there is no undue delay in the administration of the discipline, where an employee is about to receive a written warning, a Shop Steward will be present at the meeting unless otherwise requested by the employee. Under these same conditions, the employee or shop steward may also request, and shall be granted, up to ten (10) minutes twenty (20) minutes in the case of termination) to discuss issues relating to the discipline with the Steward prior to meeting. A copy of such discipline will be immediately forwarded to the Unit President. A copy will be placed in the Union binder located in the HR office.
- 22.02 An employee may be discharged for proper cause by the Employer. Within seven (7) work days following the discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the discharge. Within seven (7) work days following the interview, the Union may submit the complaint to mediation or arbitration.
- 22.03 An employee will have access to his own personnel file within five (5) work days' of providing a request. Files are to be viewed outside of working hours in the presence of a Shop Steward in a designated area on the premises. The Local Union office will be provided copies of pertinent information if requested in writing.

ARTICLE 23 – JOINT LABOUR UNION-MANAGEMENT COMMITTEE

- 23.01 The Employer and the Union agree to schedule a Joint Labour Union-Management meeting once a month or as often as necessary during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Joint Labour Union-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, and to promote workplace productivity. The parties shall develop an ongoing agenda and where new items need to be added they shall be done at least five (5) days in advance unless there are unforeseen circumstances.
- 23.02 The Employer and the Union may each appoint up to seven (7) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy shall be made available to all parties within one week of said meeting. A committee member attending Union-Management meetings during his regular working hours shall not suffer a loss of regular pay. The Union may invite up to two (2) unpaid observers from the bargaining unit to attend such meetings. If, in accordance with Article 3.01, the expansion of the bargaining unit results in the election or appointment of more than six (6) Stewards, the parties agree to discuss the means for Steward participation in Union-Management meetings.

ARTICLE 24 – COMPANY POLICIES AND PROCEDURES

- 24.01 a) All policies will be in line with this Collective Agreement and applicable laws.
- b) The Employer shall not post any lists that contain any personal information (discipline, attendance, etc.)
- c) The Employer will post updated seniority lists and work schedules on a regular basis.

ARTICLE 25 - DURATION

- 25.01 The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of May, 2019, to midnight the 30th day of April, 2023, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 30th day of April, 2023. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- 25.02 The Company and Union agree to begin bargaining future collective agreements one (1) year prior to the expiration date of the collective agreement.
- 25.03 Notwithstanding Article 23.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.
- 25.04 The parties agree to exclude the operation of sections 50(2) and 50(3) of the *Labour Relations Code*.

DATED at Abbotsford, British Columbia, this 15th day of August 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

Signatures on File _____

Signatures on File _____

**APPENDIX "A"
WAGES AND TERM**

Classifications and Wages:

Date	PW	1T	1	2T	2	3T	3	4T	4	5T	5	
Hours to Advancement	520	1480	2000	2000	2000	2000	2000	2000	2000	2000		
Enhanced Wages Hours					2000		2000		2000			
May 1, 2019	16.50	17.50	18.50	19.50	20.50	21.30	22.28	22.95	23.80	24.70	25.55	Year 1
Enhanced Wages					20.90		22.60		24.25		26.19	Year 2
											26.84	Year 3
											27.51	Year 4

SHIFT PREMIUMS

Afternoon Shift Premium

Up to 12 months of seniority
 13 months to 36 months of seniority
 37 or more months seniority

\$0.50 per hour worked
 \$0.75 per hour worked
 \$1.00 per hour worked

Night Shift Premium

Up to 12 months of seniority
 13 months to 36 months of seniority
 37 or more months of seniority

\$0.75 per hour worked
 \$1.25 per hour worked
 \$1.75 per hour worked

LETTER OF AGREEMENT #1

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: Progression system

PURPOSE

It is the intent and purpose of the parties to this Letter of Agreement, which has been negotiated and entered into in good faith by the parties in order to provide a wage progression system based on Seniority. The Employer commits to provide employee training to enable employees to advance both their job skills and their wage rate. The parties further agree that the employees are encouraged to make decisions, and to take responsibility in performing their work. The goal is to develop a multi skilled workforce that will lead to a high-quality product delivered to the customer on time.

The progression system will work on the following time basis:

1. All employees will advance in the Classification system, based on hours worked as defined in each Classification
2. All level classifications will be advance based on hours worked in each classification
3. Senior Employees will be given preferential access to job training (within their department) when available, competency and production requirements considered.
4. Procedures for advancement (Time-base progression)
 - a) PW entry position
 - b) PW – five hundred and twenty hours (520) hours worked as a PW, then advance to L1T
 - c) L1T – one thousand four hundred and eighty (1480) hours worked as a L1T, then advance to L1
 - d) L1 – two thousand (2000) hours worked as a L1, then advance to L2T
 - e) L2T – two thousand (2000) hours worked as a L2T, then advance to L2
 - f) L2 – two thousand (2000) hours worked as a L2, then advance to the Enhanced L2

- g) Enhanced L2 - two thousand (2000) hours worked as an Enhanced L2, then advance in wages to L3T
 - a. When an employee achieves a L3T wage rate, the company will assign that employee to a Department
- h) L3T – two thousand (2000) hours worked as a L3T, then advance to L3
- i) L3 – two thousand (2000) hours worked as a L3, then advance to the Enhanced L3
- j) Enhanced L3 - two thousand (2000) hours worked as an Enhanced L3, then advance in wages to L4T
- k) L4T – two thousand (2000) hours worked as a L4T, then advance to L4
- l) L4 – two thousand (2000) hours worked as a L4, then advance to the Enhanced L4
- m) Enhanced L4 - two thousand (2000) hours worked as an Enhanced L4, then advance in wages to L5T
- n) L5T – two thousand (2000) hours worked as a L5T, then advance to L5 to the Year 1 (\$25.55) L5 rate in Appendix “A” of the Collective Agreement
- o) On May 1st of each year of this agreement, L5 will receive a wage increase laid out in Appendix “A” of the Collective Agreement
 - a. eg. May 1st if an employee moves up in pay in L5 they will start at the year 1 rate, then move to the year 2, then to year 3 rate and so on.
- p) Accumulated hours worked as they pertain to time-base progression will include earned vacation days and approved union leave and WCB days.

RATIFICATION

1. This program will be implemented immediately upon ratification and all current level wage increases will be retroactive to May 1, 2019 for all affected employees.(including L5 employees)
2. Advancement to new Levels (and the resulting wage increases) will take place within the first full paid period of this agreement being signed
3.
 - a. At ratification, all current L4’s will be now classified as L5’s.

- b. Exception to number 3(a) two employees Sangouane Sakouchareun and David Drochol, will be Green Circled going forward until such time as their current wage rates are the same as contract rates. Green circling will provide a payment at the end of each contract year of fifty cents (\$0.50) per hour for each hour worked that year.
- 4. At ratification, All L2T, L3T and L4T, remain at those wages for two thousand (2000) hours (beginning at May 1st) worked prior to advance to their next full level. Those employees with less than two thousand (2000) accumulated will reset and hour accumulation begins at ratification
- 5. The first pay period of this agreement being signed, any full L2 and L3, with two thousand (2000) or more hours (accumulated before ratification) worked will advance to their next enhanced pay step
 - a. eg: L2 with over two thousand (2000) worked hours will advance to the Enhanced L2 wage. Once an additional two thousand (2000) worked hours has been completed after ratification, the employee will advance to L3T
 - b. If the employee has less than two thousand (2000) hours worked at ratification the hours are reset and hour accumulation begins at ratification.
- 6. All worked hours to be accumulated for advancement begins at ratification
- 7. English Language Requirement:
 - a. Advancement to level 2T wage rate requires proof of proficiency of ESL (English as a Second Language) level 2.
 - b. Advancement to level 3T wage rate requires proof of a school certificate of CLB (Canadian Language Benchmark) level 4 completion.
 - c. Employees unable to satisfy above CLB/ESL requirements, will have their accumulated hours frozen and will not accumulate further hours for time-based advancement until proof of completion is provided.
 - d. Upon ratification the Union and the company shall agree to develop a plan to implement available and accessible English as an Additional Language (EAL) training.

8. Performance Requirement:

- e. Implementing unrestricted Time-based progression based on the requirement that all employees are willing and able to perform tasks as required in the job duties. It is understood that it is the employee's obligation to perform to an acceptable standard as exhibited by historical benchmarks and by their co-workers. Substandard performance reviews may result in Freezing of hour accumulation for wage rate advancement. Once a substandard performance review has been delivered monthly reviews will be completed until satisfactory reviews occur.
- f. 4 Steps For Job Instruction is the base

DATED at Abbotsford, British Columbia, this _____ day of _____ 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #2

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: First Aid Attendants

This letter shall be read in conjunction with the Collective Agreement in force between the parties.

1. The Employer shall designate at least one (1) First Aid Attendant per shift. Where practicable the First Aid Attendant position shall be a bargaining unit position.

2. The Employer shall compensate designated First Aid Attendants as follows:
 - a) Premium – fifty cents (\$0.50) per hour for Occupational First Aid Level I; or one dollar (\$1.00) per hour for Occupational First Aid Level II;
 - b) Reimbursement for all required OFA Level I or Level II training course costs; ;
 - c) Wage replacement for all work hours missed because of said training courses up to a maximum of forty-eight (48) hours at straight time without premiums, or a three hundred dollar (\$300.00) bonus when no work hours are missed.

3. The Employer is not required to compensate employees, as per article 2 above, for any training courses not successfully completed. Proof of course completion is required.

4. Where the employee does not maintain one (1) continuous year of employment after the successful completion of required training, the employee will be required to repay the prorated amount of reimbursement in 2(b) and (c) above.

5. Proof of attendance will be required in order to receive the wage replacement in 2(c) above.

6. The Employer may designate back-up First Aid Attendants. They shall be entitled to all the compensation as per 2 above, with the exception that the premium in 2(a) will only be paid on shifts where the designated First Aid Attendant is not present.

DATED at Abbotsford, British Columbia, this _____ day of _____ 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #3

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: Maintenance, Shipping, Service Managers; and CNC Programmer

This letter shall be read in conjunction with the Collective Agreement in force between the parties at this date.

1. The Employer may designate Maintenance, Shipping, Service Managers; and a CNC Programmer

2. The Union will recognize that the Maintenance, Shipping, Service Managers; and CNC Programmer may perform job functions as detailed in the collective agreement job classification system.

3. All Maintenance, Shipping, Service Managers; and CNC Programmers will be required to wear all safety P.P.E. while on the shop floor and where practicable work with a Union member.

DATED at Abbotsford, British Columbia, this _____ day of _____ 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #4

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: Workplace Bullying and Harassment

This letter shall be read in conjunction with the Collective Agreement in force between the Parties

PURPOSE

The purpose of this policy and program is to assist in developing a working environment in which harassment and bullying are known to be unacceptable and where individuals have the confidence to complain about harassment and bullying, should it arise, in the knowledge that their concerns will be dealt with appropriately and fairly. The Program outlines procedures to be followed by Dynamic Windows and Doors if a member of staff feels they are being harassed or bullied in the course of their work or as a result of their employment.

POLICY

Dynamic Windows and Doors welcomes diversity and is committed to ensure that all staff will be treated in a fair and respectful manner. Bullying and harassment are not acceptable or tolerated in the workplace. All incidents must be reported and investigated immediately.

SCOPE

This program applies to all Dynamic Windows and Doors employees including permanent, temporary, casual, contract and student workers, managers and supervisors. Some examples it applies to face-to-face and electronic communications, such as email, social media, written materials, ect.

DEFINITIONS

Bullying/Harassment Any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Bullying and harassing behavior can include:

- Verbal aggression, insults or threats
- Humiliating initiation practices or hazing
- Spreading malicious rumors
- Calling someone derogatory names

- Vandalizing personal belongings
- Isolation and/or exclusion from work-related activities

The above list is not exclusive and harassment can also take place on the grounds of a persons' age, religion, or any other characteristic protected under Human Rights.

The Parties (Employer and Union) 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, color, ethnic origin, citizenship, creed, religion, age, record of offences, marital status, family status, sexual orientation or disability.

Bullying and harassing behavior does not include:

- Expressing differences in opinion
- Offering constructive feedback, guidance or advice about work-related behavior
- Reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment (egg.)Managing a workers performance, taking reasonable disciplinary actions, assigning work)

Complainant	Someone who makes a complaint or files a formal objection
Education	Knowledge acquired by learning and instruction
External Investigator	Someone outside the organization hired to investigate an incident
Internal Investigator	Someone within the organization assigned or designated to investigate an incident
Respondent	One who responds or is in the position to defend his/her position
Supervisor	A person who instructs, directs and controls workers in the performance of their duties. This could be a Manager, Supervisor, Group Leader, or Team Leader.
Target	Person who is the focus of bullying/harassment

Worker A person employed to perform a function or duty. For the purposes of this Program, worker means any permanent, temporary, casual, contract and student workers, managers and supervisors.

Workplace Workplace is not confined to the offices and buildings where business of the Dynamic Windows and Doors is being carried out. Harassment can occur during or after working hours, on or off Dynamic Windows and Doors property. Harassment can occur during business travel, work-related social gatherings, through internet communications, or any other locations where the prohibited conduct may have a subsequent impact on the work relationship, environment or performance of any person to whom this policy applies.

RESPONSIBILITIES

Senior Management

- Support and endorse the workplace bullying and harassment program
- Ensure time and resources are available to conduct training, investigations etc.
- Complete all appropriate forms to document any incidents of bullying or harassment
- Assist in the investigation of any incidents of bullying or harassment where necessary or required
- Not engage in bullying or harassment of workers, supervisors or other managers

Managers/Supervisors/Group Leaders/Team Leaders

- Apply and comply with this program
- Inform and train workers on this program
- Ensure bullying/harassment is never endorsed or engaged in
- Take steps to prevent bullying and harassment
- Promote the process to report incidents and complaints of bullying and harassment
- Complete all appropriate forms to document any incidents of bullying or harassment
- Assist in the investigation of any incidents of bullying/harassment where necessary or required
- Not engage in bullying or harassment of workers, other supervisors or managers

Workers

- Not engage in bullying or harassment of other workers, supervisors, or managers
- Report bullying and harassment observed or experienced in the workplace
- Complete all appropriate forms to document any incidents of bullying or harassment
- Apply and comply with the employer's program and procedures on bullying and harassment

Investigators

- Gather all required information to conduct a full and comprehensive investigation
- Complete investigations free of bias
- Provide follow up and recommendations to assist in eliminating reoccurrence

PROGRAM

This program includes:

- A. Procedures for reporting incidents of bullying/harassment (COMPLAINANT)
- B. Procedures for investigating incidents of bullying/harassment (EMPLOYER)
- C. Appeal Procedure
- D. Training
- E. Record Keeping
- F. Annual Review

A. PROCEDURES FOR REPORTING INCIDENTS OF BULLYING/HARASSMENT (COMPLAINANT)

1. All incidents of bullying/harassment must be reported immediately to a supervisor verbally and in writing. A *Workplace Bullying and Harassment Complaint Form* is to be completed. A sample is shown in Appendix A.
2. Where the supervisor is the alleged bully, Human Resources and the Unit President will assist in receiving/following up on incidents/reports.

B. PROCEDURES FOR INVESTIGATING INCIDENTS OF BULLYING/HARASSMENT (EMPLOYER)

The process for investigating incidents and complaints of workplace bullying and harassment will be:

- undertaken promptly and diligently, and be as thorough as necessary, given the circumstances
- fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations
- sensitive to the interests of all parties involved, and maintain confidentiality
- focused on finding facts and evidence, including interviews of the complainant, respondent, and any witnesses
- incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process

1. Investigator selection

Most investigations at Dynamic Windows and Doors will be conducted internally. Depending on the situation, the supervisor or Human Resources will be the lead investigator. In complex or sensitive situations, an external investigator may be hired. A Workplace Bullying and Harassment Investigation Form is shown in Appendix B.

2. Incident Review

Investigations will include interviews with the alleged target, the alleged bully, and any witnesses. If the alleged target and the alleged bully agree on what happened, then Dynamic Windows and Doors will not investigate further, and will determine what corrective/follow up action to take, if necessary.

Documents to be reviewed may include:

- Workplace Bullying and Harassment Complaint Form
- Emails or social media evidence
- Notes
- Photographs
- Physical evidence like vandalized objects

3. Follow up

All investigations of alleged bullying and harassment will be followed up and documented.

Render a decision as soon as possible and advise the parties of the action to be taken, if any. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with management. Such measures may include: counseling, verbal discipline, written discipline, transfer, suspension without pay for a period of time, demotion, termination, or other suitable disciplinary action.

Ensure that all information concerning the case be kept confidential

Documents to be completed:

- Workplace Bullying and Harassment Complaint Form

C. APPEAL PROCESS

Should either complainant or respondent wish to appeal any outcome of the investigation, they are free to do so.

- An appeal must be made in writing without unreasonable delay, no later than 30 days after the decision.
- Full details on the reason for appealing the decision must be provided, clearly explaining why there is a disagreement on the decision.
- Every effort must be made to follow the current corrective actions while the appeal is reviewed.

- An appeal meeting will be arranged to discuss the appeal and, where possible, other participants may be included in the discussion (different senior manager, unbiased 3rd party, union etc.).
- A final decision will be provided in writing within one week of the appeal meeting.

D. TRAINING

Training for supervisors and workers will include the following:

- How to recognize bullying and harassment
- How staff who experience or witness bullying and harassment should respond
- Procedures for reporting, and how the employer follows up with incidents or complaints of bullying and harassment
- Documents/form review

Training will occur as required and will be included in orientation.

E. RECORD KEEPING

Dynamic Windows and Doors expects that staff experiencing or witnessing suspected/alleged bullying and harassment to complete the Workplace Bullying and Harassment Complaint Form. (Appendix A). Dynamic Windows and Doors will keep all records pertaining to investigations and findings in a secure and confidential manner.

F. ANNUAL REVIEW

This program and these procedures will be reviewed annually. All workers will be advised and educated on this policy and program when they are hired, through the new employee orientation process.

DATED at Abbotsford, British Columbia, this _____ day of _____, 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #4 - APPENDIX A

WORKPLACE BULLYING AND HARASSMENT COMPLAINT FORM

COMPLAINANT INFORMATION

NAME:

POSITION:

DEPT:

DATE:

RESPONDENT INFORMATION (ALLEGED BULLY OR BULLIES)

NAME(S):

POSITION/RELATIONSHIP:

PERSONAL STATEMENT

Please provide details on the bullying and harassment incident(s), including:

- Names of all parties involved
- Any witnesses to the incident(s)
- Location, date and time of the incident(s)
- Details about the incident(s) (behavior and/or words used)
- All other relevant information

Attach any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted. Attach additional pages, as necessary.

Complaint form received by: (Name and Position)

Date:

LETTER OF AGREEMENT #5

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: Team Leader

This letter shall be read in conjunction with the Collective Agreement in force between the parties at this date.

RESPONSIBILITIES

LEADERSHIP

- Communicate positively and effectively with team members and management to foster a positive workplace.
- Motivate team members to assist in achieving team as well as personal daily production goals.
- Promote a sense of Team work throughout your area of supervision.

EMPLOYEE RELATIONS

- Continually monitor and practice positive Job Relations (JR)
- Contribute to employee training through application of Job Instruction (JI)
- Maintain positive communication and cooperation between Group Leaders and Team members.
- Coach and counsel team members on job duties and job performance expectations.
- Develop and maintain open and effective communication and work relationships with Management and Team members.
- Communicate production goals and objectives and motivate employees to contribute to the best of their abilities.
- Contribute to a positive work environment for all while assisting team members to learn and contribute to their fullest.

SUPERVISION OBJECTIVES:

- Assist GL in achieving daily area production objectives while maximizing individual production per person.
- Assure that all team members are adequately trained in the performance of their job duties
- Assure that all team members have the necessary tools to efficiently perform those job duties
- Assure that all team members have adequate inventories to maximize their individual performance.
- Assure that all team members are in fact contributing their highest production while maintaining consistently high quality.
- Assure that all area production conforms to SOP standards and product quality

ATTENDANCE:

- Maintain exemplary attendance

TEAM LEADER REQUIREMENTS

When management determines there is an opening for a Team Leader position, posting will be done on a shop wide basis for all employees. The company retains the right to increase/decrease Team Leaders between the minimum 5% and the maximum 20%. The selection will be based on the following competencies:

- a) Relevant experience, demonstrated ability
- b) Knowledge and skill
- c) Leadership and Motivation
- d) Communication ability
- e) Seniority will be the deciding factor when other qualifications are relatively equal.

TEAM LEADER COMPENSATION

- a) Initial Team Leader Premium at \$1.00 per hour worked
- b) One thousand (1000) hours worked (combined with a positive performance review) increases the premium to \$1.50 per hours worked
- c) Once completing the first one thousand (1000) hours, an additional one thousand (1000) hours worked (combined with a positive performance review) increases the premium to \$2.00 per hours worked
- d) New Team Leader premium rates will be applied on the first pay period after the signed date of this Collective Agreement

DATED at Abbotsford, British Columbia, this _____ day of _____ 2019.

Signed on behalf of
**DYNAMIC WINDOWS
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #6

Between: **DYNAMIC WINDOWS AND DOORS INC.**
(hereinafter referred to as “the Employer”)

and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as “the Union”)

Re: Department and Areas

Departments and Areas

WOOD FABRICATION DEPARTMENT
<u>Areas:</u> 1) Machining 2) Reman

GLASS DEPARTMENT
<u>Areas:</u> 1) Glass Shop

FINAL ASSEMBLY DEPARTMENT
<u>Areas:</u> 1) Window/Door Assembly 2) Hardware 3) Glazing 4) Shipping

METAL FABRICATION DEPARTMENT
<u>Areas:</u> 1) Metal Assembly 2) Metal Prep

FINISHING DEPARTMENT
<u>Areas:</u> 1) Pre-Finishing

DATED at Abbotsford, British Columbia, this _____ day of _____, 2019.

Signed on behalf of
**DYNAMIC WINDOWS &
DOORS INC.**

Signed on behalf of
**UNITED STEELWORKERS
LOCAL 2009**

LETTER OF AGREEMENT #7

Between: DYNAMIC WINDOWS AND DOORS INC.

(hereinafter referred to as “the Employer”)

And: UNITED STEELWORKERS, LOCAL 2009

(hereinafter referred to as “the Union”)

**Re: Article 8
Hours of Work and Overtime**

This letter shall be read in conjunction with the Collective Agreement in force between the parties.

The shift below has been discussed with the current Night Shift employees and the Unit President. This shift adjustment of hours will enable the Employer to avoid altering both Days and Afternoon shifts while reducing shift overlaps. It is provided temporarily to night shift employees and subject to change by mutual agreement between Employer and the Union.

	Start	Stop	Total minutes worked	Paid Break	Working Minutes	Working Hours	Paid Minutes	Paid Hours
Sun	9:55 PM	6:35 AM	520	30	490	8 hrs 10 min	520	8hrs 40 min
Mon	10:45 PM	6:35 AM	470	30	440	7 hrs 20 min	470	7 hrs 50 min
Tues	10:45 PM	6:35 AM	470	30	440	7 hrs 20 min	470	7 hrs 50 min
Wed	10:45 PM	6:35 AM	470	30	440	7 hrs 20 min	470	7 hrs 50 min
Thurs	10:45 PM	6:35 AM	470	30	440	7 hrs 20 min	470	7 hrs 50 min
			2400	150	2250	37 hrs 30 min	2400	40 hrs

- All hours worked above on this shift shall be paid at straight time rates of pay; however any additional hours and minutes worked over and above the daily schedule mention-above will be paid at OT rates as per 8.02 (a) & (b) of the CBA.
- Stat holidays will be paid at 8 hours / OT rates will apply if an employee works any of the Stat holidays as per 10.03.
- Where there is a Statutory holiday on a Monday, the starting shift will be shortened by 10 minutes I.E. if Monday is a stat the Sunday would be off and the Night shift would start Monday at 10:05 PM
- Either the Employer or the Union upon providing two weeks’ notice can cancel the agreement and have all night shift employees either revert back to the either their current shift or other shift as stipulated in the CA.
- Employees shall be entitled to Night Shift Premium as per Appendix “A” in Collective Agreement

Dated at Abbotsford, British Columbia, this _____ day of _____ 2019.

Signed on behalf of
Dynamic Windows and Doors Inc.

Signed on behalf of
United Steelworkers Local 2009

