

COLLECTIVE AGREEMENT

BETWEEN

INSULSPAN A DIVISION OF PLASTI-FAB

(Hereinafter known as the "COMPANY")

PARTY OF THE FIRST PART

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION**

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

(Hereinafter known as the "UNION")

PARTY OF THE SECOND PART

Effective August 1st, 2022 – July 31st, 2025

Errors & Omissions Excepted

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LOCAL 200

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PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the employees, the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees, to cooperate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE 1 – BARGAINING AGENCY

1.01 Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at **1 – 600 Chester Road, Annacis Business Park, Delta, B.C. V3M 5V8**, except confidential employees, office employees, sales staff, supervisory staff and management staff and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to and start at Step Four of the grievance procedure as set forth in this Agreement, and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration or the labour relation board, as mutually agreed upon by the parties, starting at **Article 20.01**, as set forth in this Agreement.

1.02 Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between Company and employee.

1.03 Bargaining Authority

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

1.04 Access to Operations

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by permission which may be granted by the Company's Operations Manager on request. This privilege is subject to such reasonable terms and conditions as may be laid down by the Company in order to maintain the continued efficient operation of the Plant.

Prior to entering the plant, the above-mentioned union officials will sign in the log book provided by the Company. The Operations Manager or their designate will be contacted on entry and where applicable will be notified prior to entry as to who the designated person is.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management and Direction

The Union recognizes that the operating of the plant and the full direction of the working forces is the exclusive function and responsibility of the Company, and without restricting the generality of the foregoing.

- (a) The Union recognizes the right of the Company to operate and manage the number and location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, means of manufacturing, kinds and location of machines, tools to be used, the engineering and designs of its products and control of materials and parts to be incorporated in the products produced.
- (b) **Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of Indigenous Identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.**
- (c) The Union further recognizes the right of the Company to hire, promote, determine qualifications and capabilities, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just and reasonable cause, maintain order, discipline and efficiency and to determine and establish standards of performance for all machines, employees and operations.
- (d) Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.
- (e) The Company can utilize specialized third-party contractors and vendors to provide maintenance work to the Company equipment and facilities where the bargaining unit employees cannot do the work.
- (f) **The Company recognizes that production work performed by the supervisory personnel can be perceived as detrimental to Union workers and will attempt to limit such work to the greatest extent possible. Management and supervisory employees shall not be permitted to do the work normally performed by employees of the bargaining unit except in the following types of situations:**
 - (I) **In situations when due to absenteeism, qualified bargaining unit employees are not immediately available to do the work.**
 - (II) **Assisting in the instructing and training of workers.**

- (iii) **Experimental work, prototype, work sampling, product launch or process Improvement trials being conducted,**
 - (iv) **When troubleshooting quality, process, or equipment issues, or when assisting with production requirements where the situation dictates additional action.**
 - (v) **When such work is incidental and not to the exclusion of a bargaining unit employee, or in emergency situations that would adversely impact delivery of the product to the customer. In doing so the Company must have exhausted every avenue to have bargaining unit employees perform such work.**
 - (vi) **When overtime has been offered to all qualified employees and enough volunteers are not available to perform the scheduled work.**
- (g) **The Company may hire employees through a Temporary Labour Agency to temporarily fill vacant positions while searching for a regular full-time employee, or for temporary Seasonal or Day Labour.**
- (i) **Upon request, the Company will provide the Union the number of positions being filled by temporary workers at the date of request.**

Nothing in this Agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this Agreement. The Company agrees that it will not exercise its management rights for the purpose of discrimination against employees or for the purpose of restricting or limiting the rights of its employees herein granted.

2.02 Rules and Regulations

The Union recognizes that the Company has the right to establish and/or alter reasonable rules and regulations which are to be observed by employees. The Company shall notify the employees and Local Union of any change, addition or deletion to such Rules and Regulations. Such Rules and Regulations shall not be inconsistent with this Agreement.

2.03 Discipline

- (a) **An employee may be reprimanded, suspended or discharged for infractions of Rules and Regulations referred to in Article 2.02 and such action may be appealed in accordance with the provisions of Article 19 –Grievances Procedures.**
- (b) **Reprimand notations placed on an employee's record by the Company must be signed by the immediate supervisor and by the employee as having been read. If the employee refused to sign, the Steward will sign on the employee's behalf. When the supervisor calls an employee with the intent of giving such employee a reprimand, they must give the employee the opportunity of having their Union representative in attendance, if the employee so desires. When an employee wishes to question or dispute such reprimand, they must invoke the grievance procedure and if the employee's grievance succeeds, such reprimand will be revoked.**

- (c) The Company shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Company.
- (d) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Steward, grievance Committee member or other Union designee.
- (e) The employee, the Steward and the local union representative shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action by the end of the next business day.
- (f) The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:
 1. A verbal Warning - in the presence of a Steward;
 2. A Written Warning - copy to Union
 3. A **Final Written Warning, with or without a Suspension without pay** (specified time frame) - copy of notice to Union;
 4. Discharge - copy of notice to Union

Stages of the progressive discipline policy may be bypassed for serious infractions.

- (g) RELIEF – All written warnings, reprimands and suspensions shall be disregarded in the administration of the discipline after a period of twelve (12) months following the date of the most recent disciplinary action and shall not be used in the administration of future disciplines and arbitrations, **unless there is a repeat offence of an egregious incident that departs from progressive discipline that is of a similar nature which will then void relief for an additional twelve (12) months.**

ARTICLE 3 – UNION SECURITY PROVISIONS

3.01 Union Security

All employees covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union. The Company shall deduct, commencing with the first pay cheque of an employee, the initiation fee and the first month's dues and thereafter, the then prevailing monthly Union dues. Such dues deduction shall be made after the initiation fee and the first month's dues deduction, in respect of the second pay period in each month and shall be a condition of employment for each employee.

3.02 Membership

- (a) The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:
- (b) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United

Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and a copy will also be sent to the Financial Secretary of the Local Union with the union dues report.

- (c) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (d) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per **Article 3.02 (b)**.

3.03 Check-Off: Process and Procedures

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

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

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) e-mail or hard copy to the Financial Secretary
 - (ii) United Steelworkers, Servicing Staff Office fax @ 604-513-1851
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

3.04 Check-Off

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

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

Name of Company: _____

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: _____ Social Insurance No.: _____

If applicable, in what USW operation were you last Employed?: _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my Company 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 to the Local Union Office

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the United Steelworkers, Local No.2009 and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

Signature of Applicant-Employee

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

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

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often 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.

3.05 Education Trust Fund

- (a) The Company will contribute to an Education Trust Fund to be established by the Union. The contributions will be three cents (\$0.03) per employee per hour worked.
- (b) The Company will remit the contributions directly to the local union, by cheque marked: United Steelworkers, Local 2009 Education Trust Fund.

3.06 Personnel Records

One personnel file shall be maintained by the Company for each employee in the bargaining unit. Such file shall contain all records and reports concerning the employee's work performance.

3.07 Employee Access to Personnel File

An employee shall have the right to read and review his/her personnel file at any time upon reasonable notice and by request to the Company. On request the employee shall be provided with copies of any disciplinary document or record contained in the employee's personnel file.

3.08 Union Access To Employee Personnel File

The employee may provide a Union representative a copy of employee's personnel file.

3.09 Bulletin Boards

The Union will have the exclusive use of one (1) locking Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Local Union or Stewards of the plant.

ARTICLE 4 – RECOGNITION AND RIGHTS OF STEWARDS

4.01 Recognition and Rights of Stewards

The Company recognizes the Union's right to select Stewards to represent employees. The Union agrees to provide the Company with a list of the employees designated as Stewards and alternates. The Company will not be required to recognize any employee as a Steward unless the Union has informed the Company, in writing, of the employee's name.

4.02 Duties and Responsibilities of Stewards

The duties of stewards include but are not limited to the following:

- (a) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- (b) supervisor of ballot boxes and other related functions during votes; and
- (c) attend meetings at the request of the Company or Joint Consultation Committee.
- (d) The Company will provide fifteen (15) minutes paid time in a standard work week for the Unit Chair to orientate any new employees in that week and provide them with a copy of their collective agreement. Every effort will be made to ensure that such meetings are kept to a reasonable minimum and that new employees are aggregated as far as practicable into a single meeting.

4.03 Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform duties (a) through (d) above when they:

- (a) have received prior consent from their supervisor before leaving their work area. Such consent shall not be unreasonably withheld; and
- (b) make every endeavor to complete their business in as short a time as possible, and
- (c) advise their supervisor of their return to the work area.
- (d) For further clarification of 4.02, it is agreed that the Company will pay for a maximum of one (1) steward to perform the duties of a steward in any given instance.

ARTICLE 5 – HOURS OF WORK

5.01 Hours and Overtime

- (a) The regular hours of work in the Plant shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below.
- (b) The Company recognizes that a consistent work schedule is important to the employees. Therefore, the Company will endeavor to maintain a consistent schedule. The regular shift schedules are listed below. The Company and Union shall mutually agree on any shift changes and Employees will be notified at least one (1) week prior to any shift adjustment.

Dayshift production shall commence at 6:00 am

Afternoon production shift shall commence at 2:30 pm

Maintenance and Shipping/Receiving may be offset from production shifts

- (c) Double straight-time rates shall be paid for the following:
 - (i) Hours worked in excess of eleven (11) hours per day;
 - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
 - (iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
 - (iv) Item (ii) above shall not apply to employees who work Saturday as a regularly scheduled day.
- (d) The Company recognizes that employees have personal commitments that could be affected by overtime. Therefore, the Company will minimize overtime whenever possible. When overtime is essential and unavoidable and not enough employees among those in the Plant who have qualifying experience agree to work overtime, then the Company may oblige employees in reverse seniority to work.
- (e) Notwithstanding Article 5.01 (a) and (b), Management shall have the right to implement other schedules, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

When Management would like to introduce other alternative shifts schedules they must meet with the Union to work out all details of the new shifts that must be mutually agreed upon by the parties prior to the shift being implemented.

- (f) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work, the employee shall be paid rate and one-half, except as provided in Article 5.01 (c) above.

(g) **Banking of Overtime**

Overtime compensation shall be monetary or in time off, at the employee's option and based on the overtime rates as defined in **Article 5.01 (a) and (c)**. For the purposes of banked hours, the banked year is considered from May 1st to April 30th. The following conditions apply:

- (i) If the employee chooses time off, such time off shall be banked to a maximum of one hundred and twenty (120) hours. It is understood that upon reaching this maximum that employees can no longer bank additional overtime hours until such time they start to withdraw hours. Time off must be requested three (3) weeks in advance, except for in cases of Short-term disability or lay-off, and receive management approval.
- (ii) For extended illness or injury, employees may apply banked overtime towards the waiting period for Short Term Disability upon completion of the application for disability or for illnesses of three (3) days or longer.
- (iii) Banked time shall be offered to all regular employees at the start of each banked year and those employees selecting the banked option shall be provided with a record of overtime worked and banked hours available upon request. Notwithstanding the above, the banking option does not apply to those employees with less than one (1) year seniority at the commencement of the applicable banked year.
- (iv) All banked overtime shall be taken in time off within the banked year in which the time was banked, with the exception that, upon request, a maximum of forty (40) hours may be carried over to the following banked year. Should production demands not allow time to be taken, all outstanding overtime shall be compensated by monetary payment at the end of the banked year, or at termination or layoff.
- (v) It is understood that an employee who has opted to bank overtime, as designated on their time card, may not subsequently opt for monetary payout for the overtime, with the exception that employees may request pay out of banked overtime anytime throughout the year, but not within the same pay period as being banked.
- (vi) Banked time off must be prior approved by the employee's supervisor. Banked time off should generally be taken in full or half shift increments.

5.02 Shift Schedules

If the shift schedules change, the shift schedules shall be posted no later than 12:00 pm Friday for the following week's work. When scheduling, the Company shall schedule by seniority based on the employee shift preference and classifications. (posting) Senior may, junior must. Posting of the shift schedule shall not interfere with management's rights in operating the business.

5.03 Lunch Break and Rest Periods

- (a) Employees are entitled to one half (1/2) hour paid lunch break during each regular shift.
- (b) All employees shall be entitled to two (2) fifteen (15) minute unpaid rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision

5.04 No Work Guarantee

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

ARTICLE 6 – CLASSIFICATIONS AND WAGES

6.01 Wage Schedule

- (a) The job classifications and rates of pay listed in the attached Wage Schedule (Appendix "D") are agreed upon by both Parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule (Appendix "D") may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Article shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

6.02 New Or Changed Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

6.03 Daily Rate Retention

- (a) When an employee temporarily changes from their regular job, for which they are qualified, paying a higher rate of pay, they shall receive the higher rate immediately for the hours worked at the temporary job.
- (b) When an employee temporarily changes from their regular job to a job paying a lower rate of pay, and such change is at the request of the Company, the employee shall retain their regular rate of pay during such temporary change.

- (c) During periods of sickness, accident, last minute time off, mechanical problems, abnormal workloads, etc., the Company may require an individual to perform the work to satisfy customer service or give assistance based on the following:

First by requiring an employee on the current shift and who has previously **been trained** in the classification or;

If there is no one who meets the criteria, then requiring an employee on another shift and who has previously **been trained** in the job classification.

In all cases the assignment will be based on seniority however the most junior employee must accept the assignment.

6.04 First Aid Attendants

There will be one (1) designated First Aid Attendant, per shift, based on seniority and current certification. The designated First Aid Attendant will be paid \$0.35 per hour shift premium over their regular rate.

Employees required by the Company to attend First Aid courses will be reimbursed regular wages for lost time while in attendance at the course. Employees required by the Company to attend First Aid courses will be reimbursed course fees and cost of books after successfully completing First Aid courses.

6.05 Lead Hand Definitions

- (a) **LEAD HAND** is an employee who, based on competency and then seniority, is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work. A lead hand cannot be party to hiring, firing, or disciplining of other employees.

- (b) **PREMIUM LEAD HAND** \$ 1.00 per hour

An employee working as Lead Hand shall receive the appropriate premium above their own rate.

Where the employee has received a premium noted above for more than two days in the pay period in which a general holiday occurs, the employee shall receive the premium for the general holiday.

6.06 Training Program

Both the Company and the Union agree that for training purposes that a posting shall be posted for all positions in the bargaining unit on the Bulletin Board for three (3) working days and awarded to the most senior applicant within the plant. The employee will receive their regular rate of pay while training, whether in a wage class higher or lower than their normal class. Once an employee has been deemed qualified through their training they shall receive the rate of pay for that job at all times when they are performing those job duties. Furthermore, they shall be covered under **Article 6.03** above. If the Company determines, through the training process, that they are unsuitable for the position the employee will be notified of the reason and returned

to their previously held posting. The Company will then select the next applicant for the training position for training.

Irrespective of volunteers, the Company has the right to select additional employees to cross train.

6.07 Forklift Certification

The Company shall train all regular employees to be competent forklift operators. The Company reserves the right to out-source the training if, for any reason, the trained in-house certified employee(s) are not available to do the training for other employees to become certified.

6.08 Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift (Shift 1). Hours worked outside the recognized day shift (Shift 1) will be regarded as the Second shift (Shift 2). Premium rates of thirty-seven (\$0.37) per hour will be paid for the second shift (Shift 2). A day shift (Shift 1) employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential.

ARTICLE 7 – PAY DAYS

7.01 Direct Deposit Payroll – No Delay

The Company will make provisions so that there will be no undue delay in issuing direct deposits on pay day. Employees shall be paid by payroll deposit every two (2) weeks on Thursday. Each employee shall be provided with an itemized statement of earnings and deductions by the Company.

7.02 Statement Of Earnings

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

7.03 Payment Of Wages – Irregular

Any employee being discharged, laid-off, or leaving of their own accord will be paid all wages due to them in accordance with the Employment Standards Act.

ARTICLE 8 – PAID HOLIDAYS

8.01 Manufacturing Plant

(a) The Company recognizes the following as holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

(b) All employees in the Manufacturing Plant who work on a statutory holiday shall be paid a rate of one and one-half (1 ½) for all hours so worked.

(c) An employee who qualifies for any of the holidays named in Article 8.01(a) herein, in accordance with the conditions set out in Article 8.02, shall be paid for the said holiday at their regular job rate of pay for their regular work schedule.

(d) Any other day declared a Statutory Holiday by the Provincial Government.

8.02 Qualifying Conditions

(a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following conditions:

(i) having been on the payroll thirty (30) calendar days with the Company; (this only needs to happen once)

(ii) have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the Company;

(iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.

(b) In case of injury or illness in (ii) above, the Company shall have the right to request a medical certificate.

(c) Employees while on leave of absence shall not qualify for paid Statutory Holidays.

8.03 Weekly Work Schedule

Hours paid as Statutory Holiday pay shall be included in weekly work schedule.

8.04 Holiday Shift

An employee working on a paid holiday shall be paid in addition to their holiday pay, a rate of one and one-half (1 ½) for any hours worked on the shift designated as the holiday shift.

8.05 Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and the Union mutually agreed, the said holiday may be observed the preceding Monday or following Friday, respectively.

8.06 Sunday Holidays

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

8.07 Saturday Holidays

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

ARTICLE 9 – VACATION POLICY

9.01 Company Policy

- (a) Employees accrue vacation pay on the basis of a percentage of their gross pay from July 1 to June 30 inclusive as indicated in the following table:

Service Years	Vacation Time	% of Gross Pay
First to Third calendar years	2 weeks	4%
Fourth to Tenth calendar years	3 weeks	6%
Eleventh to Twentieth calendar years	4 weeks	8%
Twenty-first calendar year and beyond	5 weeks	10%

- (b) Vacation time is tracked on a calendar year basis (January to December).
- (c) Employees shall take vacation time as per the **Article 9.01 (a)** in each year. Employees are entitled to choose their vacation at any time within the calendar year provided it is approved by their immediate supervisor. Failure to request the minimum vacation time as per **Article 9.01 (a)** within the calendar year, shall require the employee's supervisor to assign a vacation period.
- (d) Since the summer months are the peak vacation period, vacations may be restricted to two (2) weeks from June 1st to November 30th to ensure that sufficient time is available for all employees to take vacation and ensure operational needs are met.

- (e) In the event that an employee is unable to use their allotted vacation days, the employee shall make a request in writing to carry forward a maximum of five (5) days to the following calendar year by completing a Vacation Carryover Request Form, or make a request in writing to have unused vacation paid out. All such requests shall be approved by the employee's manager and/or supervisor and forwarded to Corporate Office Payroll by December 1st. All approved carry forward vacation days must be used by March 31st in the following year. All vacation approved to be paid out shall be paid in pay period 26.
- (f) Employees are to provide their supervisor with two (2) weeks written notice requesting their vacation using the appropriate form. Vacation requests handed in prior to March 31st will be granted on the basis of seniority. After March 31, any scheduling conflicts will be resolved on the basis of the earliest request. The Company shall, in writing, approve or deny an employee's request for vacation five (5) working days upon receipt of the written notice.
- (g) When bereavement leave or a statutory holiday is observed during the employee's vacation period, the employee is not required to claim those days as vacation time.
- (h) An employee terminating employment prior to taking their allotted vacation days is entitled to a proportionate payment of wages for any unused vacation.
- (i) Vacation pay is accrued on the basis of the applicable percentage of the employee's gross pay earned. The amount paid to the employee per vacation day taken from pay period 14 – 26 (July – December) will be determined based on the vacation accrual balance divided by the number of available vacation days remaining.

ARTICLE 10 – CALL TIME

10.01 Where no Work

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

10.02 Where Work Commences

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

ARTICLE 11 – HEALTH AND WELFARE

- 11.01** The Health and Welfare Benefits are as per Appendix “A”. The Company shall pay the cost of the Health and Welfare Benefits, including Medical Services Plan. The Company may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix “A”.
- 11.02 Short Term Disability** – The Company to provide the weekly income benefit based on the highest rate of pay to the employees on short term disability where they have worked for a consecutive three (3) month period at a higher rate of pay. The employee will receive monies during their disability on the higher rate.

ARTICLE 12 – LONG TERM DISABILITY PLAN

- 12.01** The Long-Term Disability Benefits are as per Appendix “B”. The Employee shall pay the cost of the Long-Term Disability Benefits. If the Employee is eligible for the Company's Health and Welfare benefits they must enroll in Long Term Disability Benefits regardless of whether they enroll in the Company's Health and Welfare Benefits. The Company may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix “B”.

ARTICLE 13 – GROUP RRSP/SAVINGS PLAN

- 13.01** The Group RRSP Benefits are as per Appendix “C”.

ARTICLE 14 – SENIORITY

14.01 Seniority Principle

- (a) **“Seniority”** for the purpose of this Agreement shall be established on the basis of length of service with the Company as an employee within the bargaining unit as set out in Article 1.01.
- (b) **“Service”** for the purpose of this Agreement shall be established on the basis of employment with the Company, and shall be defined as the length of service an employee has with the Company, known as the date of hire.
- (c) **The Company recognizes the principle of seniority, competency considered for the purpose of promotion, training, lay-off, recall and shift selection.**

14.02 Reduction & Recall of Forces

- (a) (i) In the event of a reduction of the forces, the Company shall give the employee(s) as much notice as possible. The last person hired shall be the first released subject to the competency of the person involved and the provisions of **Article 14.01**. Where a reduction of forces is caused by emergency conditions, the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision, it shall notify the Union as soon as possible.

- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their Plant seniority subject to the competency of the person involved and the provisions of **Article 14.01**.
- (b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority to obtain a job, or accept a layoff until their regular job becomes available, provided, however:
 - (i) If during the layoff period, the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.
- (c) Details of the application of this **Article** shall be worked out by the Local Union and the Company.

14.03 Retention During Layoff

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

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- (c) Employee seniority is reinstated on completion of one (1) day's work.

14.04 Job Posting

- (a) All vacancies shall be posted in advance for a period of not less than three (3) working days except when otherwise agreed.
- (b) This **Article** shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but filling these vacancies, senior employees will be given preference in accordance with **Article 14.01**.
- (c) **All job selections under this Article shall be based on skill, experience, and sufficient ability (to perform the vacant job) first and seniority second.**

14.05 Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for **ninety (90) working days**, during which time they are to be considered temporary workers only, and during this same period, no full-time seniority rights shall be recognized, however when scheduling temporary workers during their probationary period it shall be done based on their hire date. Upon completion of **ninety (90) working days**, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of **ninety (90) working days** shall only be cumulative within the six (6) calendar months following the date of entering employment.

The Company may terminate the employment of a probationary employee if the employee is deemed by the Company unsuitable for permanent employment.

14.06 Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company. The seniority list shall also include both full-time employees and employees who are on probation.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Injury or Illness

- (a) After 90 consecutive days of employment with the Company, an employee, for personal illness or injury, is entitled, in each calendar year, to:**
 - (i) paid leave for up to five (5) days; and,**
 - (ii) unpaid leave for up to 3 days.**
- (b) The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible.**
- (c) If the Company requests a medical certificate, the employee must, as soon as practicable, provide to the Company reasonably sufficient proof.**
- (d) If the Employer requests a medical certificate, for an absence three (3) days or less, it shall be at the cost of the Employer.**
- (e) If the Employer requests a medical certificate for an absence of more than three (3) days, it shall be at the cost of the employee.**
- (f) Should the Legislation change, the new Legislation will supersede Items (a) through (c) above.**

15.02 Maternity and Parental Leave

Maternity and Parental leave will be granted as per the BC Employment Standards Act.

15.03 Written Approval

Any employee desiring leave of absence must obtain approval in writing from the Company for such leave. In cases of illness or injury and statutory or regulated leaves the employee must notify the Company. They do not have to make the request in writing or to give the Company advance notice. However, the employee should speak with the Company about the need to take the leave when they first become aware of it.

15.04 Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, child, parent/guardian, brother, sister, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.
- (c) Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (d) In case of a funeral of a family member not included in the above list, the employee will be compensated for one shift at their regular hourly rate or salary provided the employee attends the funeral and the funeral is held on a scheduled work day for the employee.
- (e) Employees requiring additional time off may use banked time or vacation time to augment the above-noted leave provided supervisor approval is granted in advance.
- (f) Upon request, Employees will be required to provide proof of death and nature of their relationship.

15.05 Leave To Attend Union Gatherings

- (a) Employees who have been elected or appointed by the Union to attend International, National or local gatherings including education shall be granted leave of absence without pay for this purpose. Not more than one (1) employee can take such leave and the Union must give the Company notice in writing at their earliest opportunity but no later than five (5) working days prior to the leave. This notice must be confirmed by the Union. Leave will not exceed one (1) week, plus reasonable travel time.
- (b) Unpaid leave of absence shall be granted on request to not more than one (1) employee who has been selected by the Union to attend collective bargaining sessions.

15.06 Leave For Union Business

The Company shall grant an employee an unpaid leave of absence, without benefits, of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods upon request. One month's notice in writing must be given prior to requesting this leave.

Not more than one (1) employee may be on leave under this **Article** at any one time.

15.07 Jury Duty

Employees called to serve on a jury or appear as a Crown witness are permitted paid time off to participate in the proceedings. Employees are required to provide as much notice as possible to their supervisor regarding their absence from work.

Employees called to serve on a Jury or appearing as a Crown witness will continue to receive regular basic pay upon providing official confirmation of their obligations. Employees shall repay to the Company any monies provided by the Court for lost wages.

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

15.08 Absence Without Leave

An Employee absent for three (3) consecutive working days, without notifying the Company, shall be considered to have vacated the position and terminated unless a reason is provided that is acceptable to the Company that such notification was not possible.

ARTICLE 16 - JOINT HEALTH & SAFETY COMMITTEE

16.01 Composition

- (a) Management shall maintain a Joint Health & Safety Committee consisting of not more than two (2) members of the bargaining unit.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.

16.02 Duties

In general, duties of the Joint Health & Safety Committee shall be as directed by the regulations made pursuant to the WorkSafeBC.

16.03 Pay for Meetings

- (a) The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Joint Health & Safety Committee meetings outside of work hours.

- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

16.04 Meetings During Work

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

16.05 Investigations

In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one of its representatives shall join the Joint Health & Safety Committee investigation at the workplace. Furthermore, the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Company shall provide full access to the workplace.

16.06 Cessation of Work

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

ARTICLE 17 – SAFETY AND PRODUCTION EQUIPMENT

17.01 Where the following articles of equipment are required to be used by the Company or the WorkSafeBC, the Company shall:

- (a) supply new employees with the articles of equipment as required;
- (b) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
- (c) supply any of the following items, or any other equipment, required by the Company for the employee to perform their job duties:
 - 1. Welding goggles, etc.
 - 2. Dust protection
 - 3. Eye protection
 - 4. Ear protection
 - 5. Tape measures, felt markers, etc.
 - 6. Gloves
 - 7. Aprons
 - 8. High Visibility Vests
 - 9. Five (5) high visibility shirts will be provided for employees who have successfully completed their probationary period.
- (d) replace equipment as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

- (e) **Safety Footwear** – Once every two (2) years all employees shall receive a boot allowance of two hundred and sixty dollars (\$260.00) and will submit a receipt for the purchase of the required safety footwear.

ARTICLE 18 – ADJUSTMENT PLAN

18.01 Adjustment Plan

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

18.02 Plant Closure and Technological Change

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

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 Procedure

The Company and the Union mutually agree that, when a grievance arises in the Plant coming under the terms of this Agreement, it shall be taken up in the manner set out below:

(a) Step One

The individual employee involved shall first take up the matter with the Supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

(b) Step Two

If the question is not satisfactorily settled in this way, the same individual, with the **Steward**, shall take up the problem with the Operations Manager, as designated by the Company.

(c) Step Three

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

(d) Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and the General Management.

(e) **Step Five**

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 20.

19.02 Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Steward, the said time limit shall be extended by mutual agreement. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

19.03 Company's Right to Grievance

The Company shall have the right to file a grievance with the Union. The grievance shall be filed, in writing with the Union no later than fourteen (14) calendar days of the occurrence of the incident giving rise to the grievance. A meeting shall be held between the Parties within fourteen (14) calendar days of filing the grievance. The Union shall reply within fourteen (14) calendar days of the grievance meeting. If the grievance is not satisfactorily resolved, the grievance may be referred to Step Four of the Grievance Procedure.

ARTICLE 20 – ARBITRATION

20.01 Procedure

In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article 19 – Grievance Procedure, the matter shall be determined by arbitration in the following manner.

- (a) The Parties shall have thirty (30) days to jointly agree to the appointment of a Single Arbitrator. If the Parties fail to agree on such appointment, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.
- (b) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.
- (c) The decision of the Arbitrator shall be final and binding on both Parties.

20.02 Cost Sharing

The Company and the Union shall bear in equal proportions, the costs, expenses and allowances of the Arbitrator.

20.03 Place of Hearing

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

ARTICLE 21 - GENERAL

21.01 Letters Of Understanding And Memorandums

- (a) **FORM PART OF COLLECTIVE AGREEMENT** — The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the Parties, shall be considered as part of the Collective Agreement.
- (b) **COPIES TO UNION** — The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which form part of the current Collective Agreement.
- (c) **RENEWAL ALL AGREEMENTS** — Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

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

ARTICLE 22 – STRIKES AND LOCKOUTS

22.01

- (a) There shall be no strikes or lockouts by the Parties to this Agreement during the term of this Agreement or during the continuation period provided for in **Article 23.02 - Duration of Agreement**.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 Notice to Bargain

This Agreement shall remain in full force and effect from August 1, 2022 to and including July 31, 2025, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

23.02 Duration of Agreement

If notice to renegotiate the Agreement is given and collective bargaining has commenced in accordance with this Article, this Agreement shall continue in full force and effect until:

- (a) The Union commences a lawful strike;
- (b) The Company commences a lawful lockout;
- (c) The Parties enter into a new or amended Agreement.

23.03 Section 50(2) and 50(3) Excluded

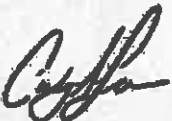
By agreement of the Parties hereto, the provisions of sub-section (2) and (3) of Section 50 of the Labour Relations Code of British Columbia are specifically excluded.


IN WITNESS WHEREOF, the Parties have signed this Agreement this _____ day of _____, 2023.


Signed on behalf of:

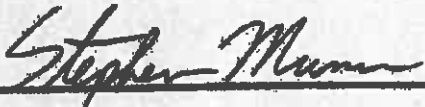
**UNITED STEELWORKERS
(On Behalf of Local Union 2009)**

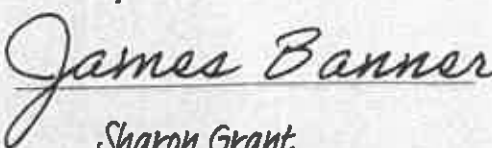
INSULSPAN, Division of Plasti-Fab











Sharon Grant

E.& O.E.

APPENDIX A – BENEFITS ADMINISTRATION

Employees are eligible to participate in the plan if they are a permanent employee working a minimum of 24 hours per week and have completed 3 months of continuous employment. Temporary and seasonal employees and part-time employees who work less than 24 hours per week may not join the plan.

Coverage terminates when employment ends, employee is no longer eligible, employee stops paying the required premiums, or the policy terminates, whichever is earliest.

CURRENT CARRIER: GREAT WEST LIFE ASSURANCE

Healthcare	Benefits may be subject to plan maximums and frequency limits.
In-Canada Prescription Drugs	100% - Unless the prescriber has prescribed a drug by its brand name and has specified in writing that the product is not to be interchanged, the plan will cover only the cost of the lowest priced equivalent generic drug. Coverage for some drugs may not be available and/or require pre-authorization.
Medical Equipment & Supplies	Pay for medically necessary equipment and services at reasonable & customary charge.
Paramedical Expense Maximums	
Acupuncturists	\$700 each calendar year
Audiologists	\$700 each calendar year
Chiropractors	\$700 each calendar year
Massage Therapists/Orthotherapists	\$700 each calendar year
Naturopaths	\$700 each calendar year
Occupational Therapists	\$700 each calendar year
Osteopaths	\$700 each calendar year
Physiotherapists/Physical Rehabilitation Therapists	\$700 each calendar year
Podiatrists	\$700 each calendar year
Psychologists/Social Workers	\$700 each calendar year
Speech Therapists	\$700 each calendar year
Vision Care Expense Maximums	
Eye Examinations	1 every 24 months
Glasses (including Safety Glasses, Prescription Sunglasses, Contact Lenses and Laser Eye Surgery)	\$200 every 24 months

Out-of-Country Emergency Care	To qualify for benefits, you must be covered by the government health plan in your home province.
Expense Maximum	\$5,000,000 lifetime
Lifetime Healthcare Maximum	Unlimited
Dental Care	Covered expenses will not exceed customary charges.
Payment Basis	The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered
Deductible	Nil
Reimbursement Levels	
Basic Coverage	80%
Major Coverage	50%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	100%
<u>Plan Maximums</u>	
Basic Treatment	Unlimited
Major Treatment	\$2,500 each calendar year
Orthodontic Treatment	\$2,500 lifetime
Accidental Dental Injury Treatment	Unlimited

CURRENT CARRIER: CIGNA – LIFE INSURANCE COMPANY OF NORTH AMERICA
Employee & Dependent Basic Life Insurance
Optional Life Insurance
Employee Accidental Death And Dismemberment

Employee Basic Life Insurance	200% of annual earnings to a maximum of \$500,000 to age 70 Employees who are 70 years of age and over – 100% of annual earnings to a maximum of \$250,000 Any amount of Employee Life Insurance over \$430,000 is subject to approval of evidence of insurability
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000

Note: A common-law spouse is a person who has been living with you in a conjugal relationship for at least 12 months or until the earlier birth or adoption of a child of the relationship.

Optional Life Insurance

Available in \$10,000 units to a maximum of \$500,000, for you or your spouse, subject to approval of evidence of insurability

If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum

Optional life terminates at age 70. Spouse's coverage terminates at the same time, or when he/she reaches age 70 or is no longer your spouse, whichever comes first.

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your Basic Life Insurance

CURRENT ADJUDICATOR:

HOMEWOOD HEALTH INC.

Short Term Disability Benefits

Waiting Period
Elimination Period

3 months of continuous active employment
Injury or Illness requiring hospitalization:
0 calendar days
Illness: 7 calendar days

Maximum benefit period
Benefit Amount

17 weeks (includes the Elimination Period)
80% of weekly regular earnings
Income is subject to income tax

Throughout periods of absence whilst receiving STD benefits, the Company will continue to pay policy premiums for health, dental, provincial health care premiums (if applicable), life & AD&D coverage. Employees covered by STD will continue to have taxable benefits applied on the value of the plans. Payment of LTD benefit premiums remain the responsibility of the employee and will be deducted from the STD payments issued by the Company.

APPENDIX B – LONG TERM DISABILITY

CURRENT CARRIER: CIGNA–LIFE INSURANCE COMPANY OF NORTH AMERICA

Long Term Disability Income Benefits

(Mandatory – condition of employment)

Waiting Period	119 days
Amount	66 2/3% of the first \$2,250 of your monthly earnings plus 50% of the remainder to a maximum benefit of \$10,000 or 85% of pre-disability take-home pay, whichever is less.

Because employees pay the entire cost of LTD coverage, benefits are not taxable.

LTD benefit is reduced by other income employee is entitled to receive while disabled.

Any amount of LTD insurance over \$10,000 is subject to approval of evidence of insurability

Inflation protection (COLA) 2%

LTD benefits are payable for the first 24 months following the waiting period if disease or injury prevents employee from performing the essential duties of their regular occupation, and, except for any employment under an approved rehabilitation plan, employee is not employed in any occupation that is providing him/her with income equal to or greater than the amount of LTD insurance under this plan.

Employees approved by the Company Insurance Carrier(s) for LTD benefits will continue to have their group health, dental, life insurance, ad&d and provincial health care (where applicable) premiums paid by the Company for the period when the employee is medically determined unable to perform his/her own occupation which is typically the first 24 months..

After 24 months, LTD benefits will continue if employee's disability prevents him/her from being gainfully employed in any occupation. LTD benefits will continue until employee reaches age sixty-five (65) or as determined by the Company Insurance carrier(s). After 24 months, group health, dental, life insurance, ad&d and provincial health care (where applicable) premiums will no longer be paid by the Company. The Company Insurance carrier(s) may waive LTD and certain other premiums while an employee is in receipt of LTD benefits.

APPENDIX C – GROUP RRSP/SAVINGS PLAN

Current Provider - Great West Life

Eligible employees that wish to participate must obtain an enrolment kit from their local administration office or directly from the payroll department. There are 2 plans available:

- Retirement Savings Plan (registered)
- Non-Registered Savings Plan (non-registered)

Eligible Employees

All permanent employees (working a minimum of 24 hours per week) are eligible to join the Retirement Savings Plan (RSP registered) and/or the Non-Registered Savings Plan (NRSP non-registered) following 3 months of continuous employment and/or when they become eligible to join the Company's group benefit plans. Employees with less than 3 (three) months service may participate but will not receive any Company Contributions until they meet the necessary qualifications.

Employee Contributions

An employee electing to participate in the plan may choose to contribute up to 6% of their gross regular earnings. An employee is entitled to participate in either or both the registered and non-registered sections of the plan. The elected percentage of gross regular earnings may be allocated between the two sections or can be directed to one section only. Once qualifying conditions have been met, an employee contribution of up to a maximum of 6% of gross regular earnings will be proportionately matched by the Company (Company's contribution) as specified in the table below.

Company Contributions

Once the employee is eligible for Company contributions, and has joined the plan, the Company will start contributing to the plan at the rate of 25 cents for each dollar of employee contribution, up to a maximum employee contribution of 6% of their gross regular earnings. Upon completion of 5 years' service, the Company's contribution will increase to a 50 cents match for each dollar of employee contribution as specified in the table below. The employee can choose to direct the Company's contribution differently than their own contributions. Company contributions shall be paid on a bi-weekly basis and deposited along with the employee's contribution to the appropriate Great West Life account opened in the employee's name. All Company contributions are immediately vested with the employee.

Years of Completed Service	Company's Contribution Rate
< 3 months	No Company Contribution
3 months – 5 years	25 %
5+ years	50%

Restrictions

The purpose of this plan is to help you plan for your retirement. There are no withdrawal restrictions on the RSP plan, however; Great West Life will withhold taxes and there could be further income tax implications which you should discuss with your tax advisors. An employee may suspend contributions to the plan at any time, but not retroactively. A suspension of contributions MUST be for a minimum of six (6) month duration and further requests for a suspension after recommencing contributions are NOT allowed within a six (6) month period. The Company contributes and assists in the administration and bears no responsibility for the performance of the funds selected by each employee. It is the employee's responsibility to ensure that the amounts contributed to their RSP account do not exceed their maximum contribution limit for the taxation year. The Company bears no responsibility for any penalties or consequences associated with over contributions. Employees are encouraged to seek independent financial and legal counsel on these matters.

Withdrawal of Contributions

Withdrawals from the Plan(s) are arranged through Great West Life. Great West Life allows for one (1) free withdrawal per year for either plan; more than one (1) for either plan, employee will be charged \$50.00.

Year 1 will be effective August 1, 2022 - Retroactive

APPENDIX D – WAGE SCHEDULE

<u>Groups I-III:</u>		Year 1 Aug 1/22	2.00% Year 2 Aug 1/23	2.00% Year 3 Aug 1/24
Group 1	<u>General Labour</u>			
	Start	\$19.75	\$20.17	\$20.59
	After 6 months	\$20.25	\$20.67	\$21.09
	After 1 year	\$20.75	\$21.17	\$21.59
Group II	<u>Foam Relief</u>	\$22.00	\$22.44	\$22.89
Group III	<u>Lumber Install/Material Handler</u>	\$22.90	\$23.36	\$23.83
<u>Groups IV-VII:</u>				
Group IV	<u>Shipper/Receiver/Final QC/Lumber Cut</u>	\$23.99	\$24.47	\$24.96
Group V	<u>Laminating</u>	\$24.77	\$25.27	\$25.78
Group VI	<u>PBA Operator</u>	\$25.60	\$26.11	\$26.63
Group VII	<u>Maintenance Technician</u>	\$32.40	\$33.05	\$33.71