

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, 2014 – April 30, 2019

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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 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.
- 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
 - c) for the purpose of experimentation

- d) for the development of new methods or products when working with a bargaining unit member (common sense will apply).
- e) for specialized projects not normally within the realm of day to day shop production when working with a bargaining unit member (common sense will apply).
- f) to do work where the utilization of bargaining unit employees cannot sustain necessary production. Whenever possible the Employer will use bargaining unit members for job class duties (common sense will apply).
- 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 ten (10) 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. Only one steward will act on a matter at one time.
 - 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 his 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.
 - 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

Starting Date _____ 20

Name of Employer _____ Name of Employee _____

Address _____

City _____ Postal Code _____

Phone _____ Operation _____

Social Insurance No. _____

Are you a member of UNITED STEELWORKERS? _____

Local Union _____

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL 2009 THE FOLLOWING IN PAYMENT OF THE AMOUNT SET OUT BELOW:

- 1. Union Initiation fees in the amount of \$
- 2. Union Back Dues in the amount of \$
- 3. Union Dues \$ _____ per month, commencing _____ 20
- 4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union and designated above.

Clock No. _____

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the United Steelworkers, Local Union 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

- 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 Social Insurance Number

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

6.07 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, or a new classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employees involved. Failure to reach agreement shall be subject to the Grievance procedure.
- 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 The Company agrees to notify the Local Union in writing of any new classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the bargaining unit. The Company further agrees to notify the Local Union in writing of the applicable wage rate, and such rate and classification shall be considered as temporary until the parties reach an agreement in writing. The Union may request the Company to negotiate rates of pay for any such new classification within the scope of this Agreement. If the parties are unable to reach agreement, the matter will be referred to binding expedited mediated arbitration (Arbitration) and it is understood that the Arbitrator shall have jurisdiction to set a new rate of pay for the classification.
- 7.05 When an employee from a higher rated classification is requested to work at a lower rated classification he shall continue to be paid at the rate for the higher rated classification, subject to 11:05 b). (This clause will not apply if an employee chooses to work in the lower classification).
- 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.

Employees (Level 2T and Higher) who work in a different department for more than two weeks shall be credited the equivalent hours credit towards the minimum training time (provided the experience is relevant to current posted job duties and they are awarded the posting within 12 months of such exposure) associated to any newly awarded training posting they may receive in the future and will have that amount of applicable work time deducted from the minimum training times of the new position.

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.

Employees will not be allowed to leave the property during paid breaks, without permission of the Production Manager.

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

Employees will not be allowed to leave the property during paid breaks without permission of the Production Manager.

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 reduced by eight (8) hours for each general holiday in the week.

- 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 reduced by eight (8) hours for each General Holiday in the week.

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 in writing 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 Definitions

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. 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, during the week prior to Christmas; or
- c) on termination of employment.

Vacation pay stubs shall show gross earnings during an indicated period of time, as well as the percentage at which vacation pay is calculated.

- 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 during the first two (2) weeks of January in each year. Employees shall select their vacation periods for the period of May 1 to April 30 of the following year by February 28, and the Employer shall confirm the vacation scheduling by March 31 in each year. Confirmed vacations shall not be altered without the employee's consent. Should an employee not select their vacation by February 28, they will not be able to use their seniority to displace another employee from their pre-selected vacation period.
 - c) On April 1 of each year the employer shall post a 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.
 - d) During the non-prime time which is defined as 1st Monday of March to first Monday in October of each year the employer shall approve of a minimum of ten (10) per cent per week of the bargaining Unit off on vacation if requested.

- e) During the Prime time of each year which is defined as 1st Monday of October to first Monday in March of each year the employer shall approve of a minimum of five (5) per cent of the bargaining Unit off on vacation per week
 - f) Once the "Annual Vacation Scheduling period" has expired: vacation approvals will be subject to the following:
 - i) When Lead Times are less than 30 work days, the employer shall approve a minimum of ten (10) per cent per week per shift of the bargaining Unit off on vacation if requested when an employee has applied at least four (4) weeks in advance of the vacation time requested
 - ii) When Lead Times are greater than 30 work days, the employer shall for periods beyond the lead time approve of a minimum of ten (10) per cent per week per shift of the bargaining unit off on vacation if requested when an employee has applied at least six (6) weeks in advance of the vacation time requested
 - iii) For periods of time within the lead time, requests will be subject to management approval. The approval will be based on five (5) per cent of the bargaining unit off on vacation per week per shift. (Minimum four (4) weeks' notice required). Any denial of vacation will be based on bona fide business requirements.
- 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, LAYOFF, AND JOB POSTINGS

- 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 a Union steward.
- 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 An employee who leaves the bargaining unit to fill another position with the Employer shall have his seniority frozen for a period of six (6) months. At any time during this six (6) month period, the employee may be returned to the bargaining unit, or the employee shall have the right to exercise his seniority to return to the bargaining unit in the same or an equivalent job. After the expiry of that period, the employee's bargaining unit seniority shall be lost.
- 11.05 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. An employee who bumps into a lower classification will retain the current wage rate to the end of the pay period in which the layoff occurs after which he will be paid the rate for the classification into which he is bumped and be reinstated to their previous position and rate of pay when it becomes available in line of seniority.
 - c) Employees recalled from layoff shall be recalled in order of their seniority, competency considered, subject to 11.05 b.
- 11.06 The Employer will endeavour to give notice of the need for a layoff to the Union and will meet with a steward or a USW Representative immediately after giving such notice to review the situation.
- 11.07 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.
- 11.08 Any appeal in regard to a layoff or recall must be taken up under the first step of the Grievance Procedure .
- 11.09 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.
- 11.10 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.
- 11.11 The Employer shall post, for a minimum of seven (7) workdays, in conspicuous places, notice of all vacant positions, copies of which will be forwarded to the shift stewards. The notice shall be in the form provided by the Employer. All job postings shall be numbered and will indicate position, wage rate, shift assignment, a general description of the qualifications and experience required, and the date of posting. The Employer shall fill such a position with the applicant employee who has the greater seniority, competency considered

The name of the successful applicant for a position shall be posted and copies shall be forwarded to the shift Steward and to the office of the USW.

When employees return from Vacation or an absence of less than three (3) months in duration, they will have five days to apply their seniority to any postings that were up during their absence. All employees subsequently displaced by the initial move may apply their seniority in the same manner from the date they were awarded the posting or may return to their last permanent posting. All employees subsequently displaced by the late bumping may apply their seniority in the same manner from the date they were awarded the posting or may return to their last permanent posting.

11.12 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 posts 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.

11.13 **Bumping**

- a) Bumping by senior employees to lower level classifications by seniority may only occur when a job is eliminated or a senior person is set in motion due to the elimination of their job.
- b) The Junior person in a particular level will be the person put in motion.

11.14 a) Wage protection will apply to all new postings posted and awarded after ratification and the Attachment #2 positions are filled.

- b) Wage protection will occur when a position is eliminated or bumping of positions occurs and will be limited to the following:
 - i) Employees with over fifteen (15) years active seniority (at the time of bumping) will not be subject to wage reductions if bumped to a lower classification, however these employees will not receive the annual wage increase on May 1st of each year until the wage rate for the classification of work they are performing increase above their protected wage rate. Instead, they will be given an "additional" cheque for the amount that is equivalent to the contract annual percentage (%) increase for the actual hours worked during the period of wage protection. Additional cheques will be issued the first week of December and the first week of May.
 - ii) Employees with over ten (10) years active seniority but less than fifteen (15) years (at the time of bumping) will not be subject to wage reductions, but if bumped to a lower classification, these employees will not receive the annual wage increase on May 1st of each year until the wage rate for the classification of work they are performing increases above their protected wage rate.

- iii) Employees with over five (5) years but less than ten (10) years (at the time of bumping) will not be subject to the full effects of wage reductions. If they are bumped into lower level job classifications of work, they will retain fifty percent (50%) of the difference of the original and bumped wage. These employees will not receive annual increases on May 1st of each year until the wage rate for the classification of work they are performing increases above their protected wage rate.
- iv) Employees with less than five (5) years active seniority (at the time of bumping) may be subject to full wage reductions and not receive annual increases on May 1st of each year until the wage rate for the classification of work they are performing increases above their protected wage rate.

11.15

Grandfathering

The employees named in Schedule "A" (seniority numbers 1 and 8) shall be considered grandfathered and will retain their existing rates of pay. They will receive the annual percentage wage increase as per Appendix "A".

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) Bumping by 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 bump:
 - 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 they have bumped into, 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. Employees to be affected shall declare their intent to bump within three (3) days after the posting.
 - d) At the time the changes take effect, the results of bumping shall similarly be posted.
- 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 - \$100,000.00
 - c) Accidental Death and Dismemberment - \$100,000.00
 - 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.
 - 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 \$1500.00 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.

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.

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 dollars (\$100.00) 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 and twenty five dollars (\$125.00) 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 fifty dollars (\$150.00) 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 on one hundred and seventy five dollars (\$175.00) 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 chairman is empowered to call extra meetings at any time. Committee members are to be paid at regular hourly rates when attending meetings;

c) The general duties of the Safety Committee shall be in accordance with the Industrial Health and Safety Regulations of Work Safe BC.

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

a) All serious incidents, dangerous occurrences and near miss incidents 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 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 OHSC meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- (c) Where OHSC meetings are held during working hours, with the consent of the Company, the employees' time will not be deducted for attending such meetings or investigations into accidents.

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.

15.06 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 he may designate two (2) employees, (Union OHS co-chair or his designate) 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.

15.07 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.

15.09 Injury at Work

In the event an employee meets with a compensable time-loss accident on the job, he shall be paid for the entire shift regardless of actual hours worked. The Company shall provide transportation required for employees injured at work, to their final destination, whether it be a hospital or home.

15.10 WHMIS

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

- 15.11 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 dollars (\$100) every two (2) years upon the employee providing a receipt of purchase for CSA approved work shoes.

ARTICLE 16 - FUNERAL LEAVE

- 16.01 In the event of the death of an employee's spouse, biological or legally adopted 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 or step-child 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.

- 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 by the Union-Management Committee.

- 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 will 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 will 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.

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 in 2014. 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. 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 1. The grievers 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 a) Prior to submitting a written grievance, an employee shall give his immediate supervisor an opportunity to address the complaint. At the employee's option, a Steward may accompany an employee at such time.
- b) Step 1 An employee having a grievance will, through a steward or a USW Representative, submit the same to his immediate supervisor in writing within seven (7) work days of the act or condition causing the grievance. The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the agreement that has been violated and it shall provide a statement as to the remedy or relief being sought. This supervisor will deal with the grievance not later than the fifth (5th) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of his decision in writing.
- c) Step 2 If the grievance is not settled under Step 1, a Union Representative may, within seven (7) work days of the decision under Step 1 or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer.

The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

- d) Step 3 If the grievance is not settled under Step 2, either party may, within seven (7) work days of the decision under Step 2 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 the Interpreter selected by the Parties in accordance with the provisions of this Section.
- b) The decision of the Interpreter will 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 five (5) minutes (fifteen (15) 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 - UNION-MANAGEMENT COMMITTEE

- 23.01 The Employer and the Union agree to schedule a Union-Management meeting once every three (3) months 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 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.
- 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

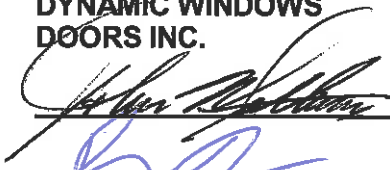
- 24.01 a) All policies will be in line with this Collective Agreement and applicable laws.
- b) The Employer shall not post any lists that contain any personal information (discipline, attendance, etc.)
- c) The Employer will post updated seniority lists and work schedules on a regular basis.

ARTICLE 25 - DURATION

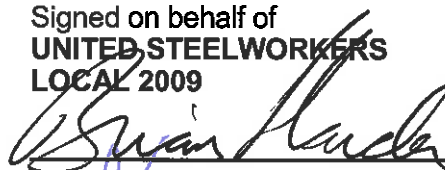
- 25.01 The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of May, 2014, to midnight the 30th day of April, 2019, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months 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, 2019. 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 11 day of December 2014.

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



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



APPENDIX "A"
WAGES AND TERM

All wages in the wage schedule shall increase on May 1 of each year. Increases shall be as follows:

Date	% Increase	PW	1T	1	2T	2	3T	3	4T	4
May 1, 2014		13.25	14.49	15.73	16.46	17.18	18.25	19.32	20.74	22.15
May 1, 2015	2.5%	13.58	14.85	16.12	16.87	17.61	18.71	19.80	21.25	22.70
May 1, 2016	2.5%	13.92	15.22	16.53	17.29	18.05	19.17	20.30	21.78	23.27
May 1, 2017	3.0%	14.34	15.68	17.02	17.81	18.59	19.75	20.91	22.44	23.97
May 1, 2018	4.0%	14.91	16.31	17.70	18.52	19.33	20.54	21.74	23.34	24.93

SHIFT PREMIUMS

Afternoon Shift Premium

Up to 12 months of seniority \$0.50 per hour worked
 13 months to 36 months of seniority \$0.75 per hour worked
 37 or more months seniority \$1.00 per hour worked

Night Shift Premium

Up to 12 months of seniority \$0.75 per hour worked
 13 months to 36 months of seniority \$1.25 per hour worked
 37 or more months of seniority \$1.75 per hour worked

Team Leader Premium

Initial Premium \$0.50 per hour worked
 Job Instruction (taken and applied) \$0.25 per hour worked
 Job Relations (taken and applied) \$0.25 per hour worked
 The employee must be a team leader to be eligible to receive JI and/or JR premium.

**APPENDIX B"
JOB NOTICE**

JOB POSTING

Posting # _____ Posting Date _____ Application Deadline Date _____

POSITION INFORMATION Shift _____

Department _____ Area _____ Level _____

* Applicants for Level 2T or higher classification must have proven proficiency at a level 4 CLB
(Canadian Language Benchmarks) English language ability.

Comments:

JOB APPLICATION FORM

All applicants must sign his/her name below by the application deadline date.

Applicant Name	Seniority

Comments

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 receive a variety of factory training while advancing to a full level 1 position on a plant wide basis.
2. All positions higher than Level (1) one positions will be posted as a training position and awarded on a plant wide basis, the senior plant applicant will be trained. They will receive the "T" rate of pay during their training period.
3. Within each of the Level positions there are detailed workstation job duties. (As Attached).
4. Procedures to Qualifying for Advancement
 - a) All new employees will be classified as a Production Worker (PW).
 - b) After a maximum of nine hundred and sixty (960) hours worked as a Production Worker, they will advance to the position of Level 1T (training position). The rate of pay will increase to that of L1T. Training in this L1T position will continue for an additional nine hundred and sixty (960) hours of time worked, for a total of nineteen hundred and twenty (1920) hours worked prior to advancing to a full L1 position.
 - c) All wage advances will commence during the next full pay period following the completion of the time frames.

- d) An employee will become a full L1 and receive L1 pay rate at the completion of a maximum of nineteen hundred and twenty (1920) hours worked, provided they are competent to perform the work they have been trained on. The employee will receive a performance review prior to one thousand six hundred (1600) hours worked. This review will indicate any areas the employee needs to improve on. A written copy of the review will be provided to the employee.
 - e) If at end of the training period, the employee review recognizes that the employee has not been able to accomplish the Job Classification duties that he received training in performing, the employer will meet with the employee to discuss the possible extension of the training time (the employee may request a shop steward to be present). The Employer will provide written reasons to both the employee and the steward clearly indicating any areas the Employer has concerns with. The Employer will provide the employee details of the training the employee was provided.
- 5) **Requirement to Post**
Posting into partial positions in Level 2T, 3T & 4T is contingent on availability of position openings as per the Departmental Shift Profile % of Shift headcount. Postings into departmental vacancies (training position "T") are required for any L2T and higher. In the event an employee is unable to perform the tasks of the Job Classification in a competent manner for which they've received training, they will revert back to their previous level and wage classification. Any such disqualification shall be subject to the grievance procedure.
- a) Time based progression
 - b) PW entry position
 - c) PW – nine hundred and sixty (960) hours worked as a PW- advance to L1T (shop wide training)
 - d) L1T – nine hundred and sixty (960) hours worked as a L1T then advance to L1 (shop wide position)
 - e) All postings L2T or higher are departmental specific postings as per the attached employee Shift Profile. Percentages of available departmental positions are calculated as a % of shift head count.
 - f) Seniority based progression system with caps on availability of positions in each Level.
 - g) Employees posting into any Level T (Training L2, L3, or L4) would automatically advance (competency considered) to the full level of each, after successful completion of the minimum full hours of training as a Trainee. Further advancement is dependent on successful departmental posting into available higher training levels.

- h) All percentages of Level openings are listed on the attached schedule based on current Job Classification positions and all available positions are departmental specific. Shift departmental headcounts will be tabulated quarterly and any vacant positions shall be posted (Training for afternoon or night shift may be carried out on a different shift if there are no trainers available, and will be subject to availability of coordinated training).
- i) When there is an opening for a level 2 a posting will be posted on shop wide basis. Selection will be based on Plant seniority and will be awarded for a 2T training position. During the next one thousand four hundred and forty (1440) hours as a L2T, the employee will be trained in level 2 job duties. If the employee proves unable or unwilling to perform the work in a competent manner they would then be returned to their previous Job Class Level and position at the corresponding rate. After completing the training successfully, they automatically advance to the full L2 position and pay rate. If the Employer has reason to believe the employee has not demonstrated the ability to perform the higher level Job Class work satisfactorily, the employer will provide written reasons to both the employee and the steward indicating those areas of substandard performance.
- j) When there is an opening for a Level 3 position, posting will be done on a shop wide basis for all level 2 or higher classified employees. The successful applicant will complete two thousand (2000) hours as a 3T and then automatically advance to the full L3 position (competency considered.)
- k) When there is an opening for a Level 4 position, posting will be done shop wide basis for all level 3 or higher classified employees. The successful applicant will complete two thousand (2000) hours as a 4T and then automatically advance to the full L4 position (competency considered).
- l) 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.

Posting to a Different Department

Employees who are a level 2T or higher Job Classification who post for and are awarded a posting in an entirely different department will be paid the rate of next lowest partial level below their existing rate of pay in the new department and will be red circled until the posted rate meets their paid rate. These employees will be required to fulfill the training minimum months in the T position in order to advance in that department Job Classification.

- a) Example: An employee, who is a L2 in Reman, wins a posting for L2T in Final Assembly; this person would be paid the corresponding L2T rate in the new Final Assembly posting and must complete the minimum training timeline of one thousand four hundred and forty (1440) hours with that new department prior to advancing into the full L2 classification.
- a) Example: An employee, who is a L4, applies for and wins a L4 position in a different department. The employees wage is reduced to a L3T in the new department and must work for maximum of two thousand (2000) hours as a L3T to advance to the L4T and must work for a maximum of two thousand (2000) hours as a L4T to advance to the full level 4.

Posting from any one shift to another:

- a) Any employee may post to available positions on alternate shifts. Availability of shift positions is dependent on the vacancies of specific departmental Levels as specified by the agreed percentages of positions in the overall shift headcount. All positions are to be rounded down and shift headcounts calculated and posted quarterly.
- b) Day shift is the priority shift and the employer may prioritize filling of this shift prior to staffing either Afternoons or Night Shifts.
- c) Employees, who post from Day shift to an alternate shift, have the right to retain their Day Shift Job Class level upon their returning to the Day Shift.

Departments

DEPARTMENT Levels 1 thru 4	AREA (description only)
Reman	Breakout
	Laminating
	Moulders
	Sash Machining
Metal	Metal work
	Metal Assembly
	Sash Assembly
Pre-Assembly	Detail Sanding
	Finishing
	Glass Shop
	Final Assembly
	Wood Assembly
	Clad Metal Assembly
	Door Assembly

Shift Profile

Day Shift Profile: Based on 150 employees currently on Day shift.

Current Level 1 (combined PW & L1T & full L1) Percentage of shift employees 40% (60 employees) (75)

Level 2 (combined L2T & full L2): Percentage of shift employees 30% (45 employees) (30)

Level 3 (combined L3T & full L3): Percentage of shift employees 20% (30 employees) (24)

Level 4 (combined L4T & full L4): Percentage of shift employees 10% (15 employees) (15)

Total (150 empl.) (144)

March/14

When calculating the percentage of positions at each level, the number of filled positions will be calculated based on the total number of employees regardless of the shift they are on; any excess number of higher level filled positions will then be applied towards the required count in the levels immediately below it, on any shift.

Example:

Require 15 Level 4's combined on two shifts; there are currently 20 level 4's on day shift; 15 of the level 4's count toward the requirements of Level 4; and 5 count towards the requirement of Level 3's.

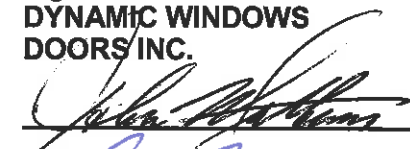
Team leader: Percentage of shift employees minimum 5 % to max 20 % of the above positions

It is understood and agreed that in the example above the 5 Level 4 positions referred to will not be subject to wage protection but will continue to receive the annual May 1st wage increase as laid out in Appendix "A".

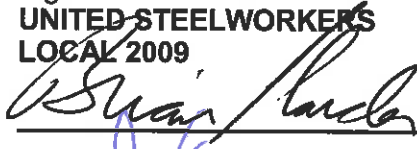
1. This program will be implemented immediately upon ratification and all wage increases will be retroactive to May 1, 2014 for all affected employees.
2. People will be immediately moved to their proper classification as per Attachment #2. It is further agreed and understood that all employees in Level 3T, 3, 4T and 4 as per attachment #2 will receive the annual general wage increase as per Appendix "A" of the collective agreement and the L.O.A. #1 Progressions system regardless of any reductions in the work force or change in job duties during the term of the collective agreement. This clause will not apply to individuals who post down to lower classifications after ratification of the collective agreement.
3. One example of how the implementation will work is as follows:
4. An existing level "P" classified person will retroactively be classified as a full level unless they have been a "P" for less than the minimum time for a "T" as per this job progression system. In such cases any time worked as a "P" will be credited towards the "T" time.
5. Any vacancies in the minimum number of level positions as per the above shift profile will be posted within four weeks of Ratification of this agreement. The awarding of the postings will be awarded within four weeks of the postings coming down. Any delay in the awarding of the postings to a qualified applicant will create the obligation on the company of retroactive pay to the successful applicant.

DATED at Abbotsford, British Columbia, this 11 day of December 2014.

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")

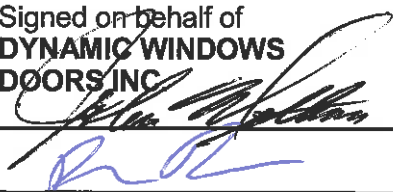
and: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as "the Union")

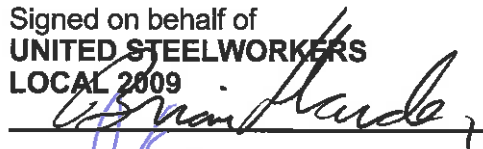
Re: First Aid Attendants

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 11 day of December 2014.

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")

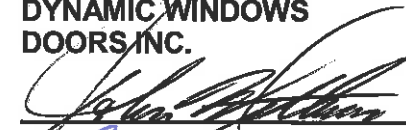
Re: Maintenance, Shipping, Service Managers; and CNC Programmer

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

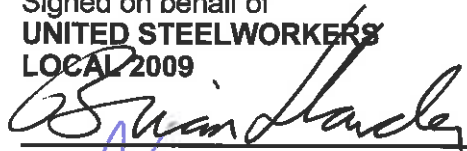
1. The Employer may designate Maintenance, Shipping, Service Managers; and a CNC Programmer
2. The Union will recognize that the Maintenance, Shipping, Service Managers; and CNC Programmer may perform job functions as detailed in the collective agreement job classification system.
3. All Maintenance, 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 11 day of December 2014.

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 person's 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

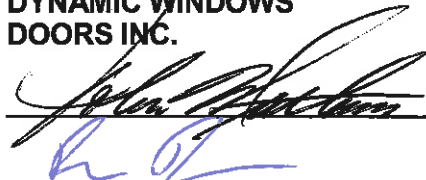
Dynamic Windows and Doors expects that staff experiencing or witnessing suspected/alleged bullying and harassment to complete the Workplace Bullying and Harassment Complaint Form. (Appendix A). Dynamic Windows and Doors will keep all records pertaining to investigations and findings in a secure and confidential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

F. ANNUAL REVIEW

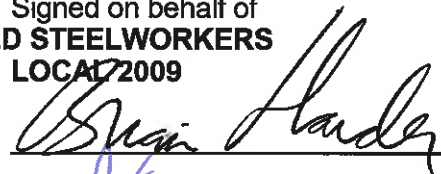
This program and these procedures will be reviewed annually. All workers will be advised and educated on this policy and program when they are hired, through the new employee orientation process.


DATED at Abbotsford, British Columbia, this 11 day of December, 2014.

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	
<p>Please provide details on the bullying and harassment incident(s), including:</p> <ul style="list-style-type: none"> - 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 <p>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.</p>	
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 RESPONSIBILITIES

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

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 teamwork throughout your area of supervision.

EMPLOYEE RELATIONS

- Continually monitor and practice positive Job Relations (JR).
- Contribute to employee training through applications of Job Instruction (JI).
- Maintain positive communication and cooperation between Group Leaders and Team members.
- Coach and council 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

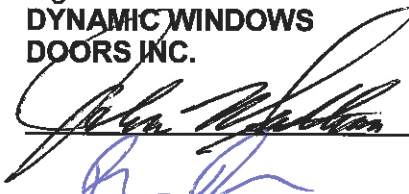
- Assist GL in achieving daily area production objectives while maximizing individual production per person.
- Assure that all team members are adequately trained in the performance of their job duties.
- Assure that all team members have the necessary tools to efficiently perform those job duties.
- 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 and product quality.

ATTENDANCE

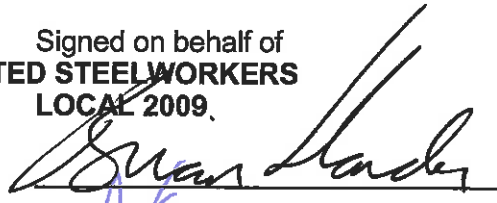
- Maintain exemplary attendance.

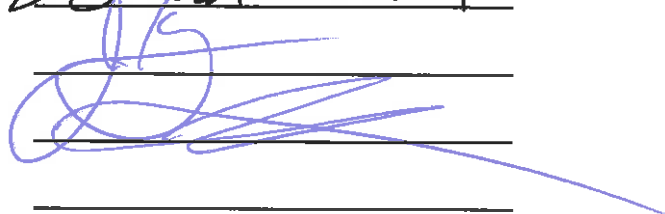
DATED at Abbotsford, British Columbia, this 11 day of December, 2014.

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



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





JOB CLASSIFICATIONS

PRODUCTION WORKER JOB DESCRIPTION

ABILITY to maintain work area cleanliness and follow safe working practices and procedures.		
WILLINGNESS to work cooperatively with co-workers on safe and proper work practices and procedures.		
1	Shop	General Clean-up
2	Reman	Hog Feeding
3	Reman	Tailing
4	Reman	Reman hand stacking/sorting
5	Reman	Loading & Unloading carts
6	Reman	Pulling and moving material
7	Sash	Cleaning caulking and glue from assembled sash and frames
8	Detail Sanding	Touch-up filling
9	Detail Sanding	Finish sanding of paint grade products
10	Detail Sanding	Finish Sanding of lineal lengths stain grade products
11	Detail Sanding	Masking of Wood, Metal, Glass & Hardware
12	Detail Sanding	CNC Helper
13	Finishing	Sprayer Helper
14	Finishing	Running the waste water cleaner
15	Glass	Putty lead lights
16	Glazing/Glass	Clean-up of Glass
17	Glazing	Glazing tape application
18	Glazing	Sealed Unit setting & blocking
19	Glazing	Placing of glazing stops
20	Hardware	Patina-ing of lead grid
21	Assembly	Application of pre-made weather-strip gaskets
22	Metal	Drilling and punching of metal
23	Shipping	Supervised loading, unloading & securing of products
		KNOWLEDGE and understanding of job specific paperwork and S.O.P. Manual

LEVEL 1 JOB DESCRIPTION

ABILITY to maintain work area cleanliness and follow safe working practices and procedures.		
KNOWLEDGE and understanding of job specific paperwork and S.O.P. Manual.		
WILLINGNESS to train and work cooperatively with co-workers on safe and proper work practices and procedures.		
1	Maintenance	Machine Cleaning
2	Reman	Laminating, Cutting, machining and optimizing of standard species (Yellow cedar, Fir, Mahogany, etc.) with over run's, smaller components, shorter lengths
3	Reman	Inline moisture reading
4	Reman	Hand held moisture reading
5	Reman	Assist in bending and blocking of curved components
6	Reman	Size setup and operation of table saw and planer
7	Reman	Operation of preset hot and cold presses
8	Forklift	Basic forklift operation
9	Moulder	Operating preset moulder – smaller components with over runs
10	Shaper	Operating preset shaper – smaller components with over runs
11	CNC	Assist loading and unloading of machine bed
12	Machining	Operation of preset Balestrini equipment
13	Machining	Calibration of cut-off saw
14	Sash	Assembly of rectangular window/door, sash, screens and frames
15	Sash	Assembly of sdl and tdl grids
16	Sash	Operation of pre-set denibber and wide belt sanders
17	Sash	Application of astragals and interlocks
18	Bank/Trim	Application of basic interior and exterior trims
19	Bank/Trim	Banking of two rectangular modules in either horizontal or stacked configurations
20	Detail Sanding	Finish sanding of stain grade products
21	Detail Sanding	Repair of paint grade parts by making and using lamello's
22	Finishing	Priming, painting, and permalac with preset equipment
23	Glass	Glass & bar assembly for sealed units
24	Glass	PIB application
25	Glass	Edgetech application
26	Glass	Argoning of sealed units
27	Glazing	Cutting beading for rectangular lite units
28	Glazing	Nailing off of beading stops
29	Glazing	Supervised silicone application to glazing cavity
30	Hardware	Sand blasting of metal components
31	Hardware	Dipping of oil rub bronze components
32	Screens	Cutting & assembly of rectangular metal screen frames, spacer bar and glazing stops
33	Screens	Installation of aluminum and vinyl screen mesh
34	Assembly	Window/door hardware and weather-strip application
35	Assembly	Installation of fixed sash/door into completed frames
36	Assembly	Cutting and assembly of weather-strip gaskets
37	Metal	Assembly of clad frames with mechanical fasteners
38	Metal	Application of rectangular assembled cladding to wood sash and frames

39	Metal	Preset cutting of metal products
40	Metal	Surface grinding preparing for finish of metal frames
41	Metal	Basic Mill Operation
42	Shipping	Simple crating
43	Shipping	Loading, unloading & securing of products
44	Shipping	Wrapping Units for Shipping

LEVEL 2 JOB DESCRIPTION

ABILITY to maintain work area cleanliness and follow safe working practices and procedures		
KNOWLEDGE and understanding of job specific paperwork and S.O.P. Manual		
WILLINGNESS to train and work cooperatively with co-workers on safe and proper work practices and procedures		
1	Maintenance	Basic servicing of equipment
2	Reman	Laminating, cutting, machining and optimizing of standard wood species (Yellow Cedar, Fir, Mahogany, etc.) with little to no over runs, larger components, longer lengths
3	Reman	Laminating, cutting, machining and optimizing of exotic species (teak, walnut, rift oak, etc.) with over runs, smaller components, shorter lengths
4	Reman	Setup and operation of an in-line moister meter
5	Reman	Set up and operation of multi-rip, chop line including saw blade replacements
6	Reman	Size setup and operation of re-saw and jointer
7	Reman	Veneer and frame saw operation
8	Reman	Laminating and veneering on hot & cold presses
9	Moulder	Setup of moulder with preset heads
10	Moulder	Knife and blade replacement including touch up
11	Shaper	Basic Shaper operation
12	CNC	Setup of the machine bed including clamps and suction pads
13	CNC	Execution of files generated from production software
14	CNC	Basic editing of downloaded program
15	CNC	Introduction of straight tools and drill bits in tool library
16	Machining	Set up of Balestrini for multiple angles and sizes
17	Machining	Coping, drilling, half lapping of window and door components on KSF2, KF2 & FDE with pre-set machines and pre-programmed files
18	Sash	Thickness adjustment and operation of wide belt sander
19	Sash	Denibber operation and programming of recipes
20	Sash	Application of interior & exterior multiple layer trims
21	Bank/Trim	Banking of multiple (more than two) rectangular modules in both horizontal and stacked configurations
22	Detail Sanding	Repair of stain grade parts by making and using lamello's
23	Finishing	Setup of spray equipment
24	Finishing	Supervised application of stains with preset equipment
25	Glass	Basic annealed glass cutting both hand and CNC
26	Glass	Assembly of rectangle zinc grid with glass
27	Glass	Application of lead tape overlay, straight line to provided glass pattern
28	Glass	Sealing units with hot melt and silicone
29	Glass	Rectangle muntin bar fabrication and assembly for sealed units (SDL)
30	Glass	Non-rectangle & curved spacer bar cutting & assembly
31	Glazing	Placing of wood SDL bars
32	Glazing	Cutting & placing of beading on non-rectangular units
33	Glazing	Silicone application to glazing cavity

34	Hardware	Sand blast of wood components
35	Hardware	Sort and delivery of hardware & sundries
36	Screens	Installation of brass and stainless steel screen mesh
37	Assembly	Machine for hardware with hand router
38	Assembly	Standard bending and gluing of block up
39	Assembly	Cutting and assembly of non-rectangular (trap-triangles) window/doors, sash, screens, frames and trim
40	Assembly	Installation of hinged door/sash into completed frames
41	Assembly	Assembly of single operation panel lift and slide doors
42	Assembly	Cutting, machining and assembly of wood and metal door sills
43	Assembly	Assembly of plant on units window/door units with common sill
44	Assembly	Cutting & assembly of metal patio door screens
45	Metal	Setup and cutting of metal extrusions
46	Metal	Basic Frame Welding (Welds to be Ground)
47	Metal	Application of shaped assembled cladding to wood sash and frames
48	Metal	Mill Setup and Operation
49	Shipping	Ensure products are correctly loaded and accounted for
50	Shipping	Local pickup and delivery requirements: Unrestricted Class 5 Driving License

LEVEL 3 JOB DESCRIPTION

	ABILITY to maintain work area cleanliness and follow safe working practices and procedures	
	KNOWLEDGE and understanding of job specific paperwork and S.O.P. Manual	
	WILLINGNESS to train and work cooperatively with co-workers on safe and proper work practices and procedures	
	Job specific knowledge of window and door components	
1	Reman	Tally and moisture testing of incoming material
2	Reman	Laminating, cutting, machining & optimizing of exotic species (teak, walnut, rift oak, etc.) with little or no over run's, larger component, longer lengths
3		Re-saw set up and blade replacement
4	Reman	Frame Saw Rack setup/installation
5	Forklift	Advanced forklift operation, warehousing materials
6	Moulder	Setup of moulder with custom profiles
7	Moulder	Sharpening of existing profiles
8	Moulder	Placement and set-up of high speed steel in heads
9	Shaper	Shaper setup and operation
10	CNC	Editing straight and curved line programming
11	CNC	Execution of an existing basic program and entry of parametric information
12	CNC	Tracking, testing and changing of the tooling and inserts
13	CNC	Introduction of profile cutters into tool library
14	Machining	Changing of Belestini head sets and tooling
15	Machining	Setting up of KSF2, KF2, FDE for coping, drilling, half lapping of window and door components with basic programming
16	Machining	Setup of tooling & inserts
17	Sash	Wide Belt sander setup and changing of sanding belts & pads
18	Bank/Trim	Banking of non-rectangular units complete with trim application
19	Finishing	Setup spray equipment for staining
20	Finishing	Mixing of established stain/paint colours
21	Glass	Shaped annealed and laminated glass cutting both hand and CNC
22	Glass	Arch top zinc grid pattern fabrication and assembly
23	Glass	Arch top muntin/spacer bar fabrication and assembly for sealed units
24	Glass	Liquid pour laminating of glass
25	Glazing	Curved face unit glazing
26	Glazing	Silicone butt glazing of corner units
27	Glazing	Straight line sandblasting for art glass
28	Hardware	Accepting received hardware, recording and placing in inventory
29	Hardware	Custom mottled finishes on metal
30	Assembly	Hardware preparation and manufacturing of jigs
31	Assembly	Fabrication and assembly of multi panel lift & slide or bifold door units
32	Assembly	Assembly and fabrication of T-bar door frame units
33	Metal	Cutting compound miters of metal extrusions with pre-set equipment (Combi)
34	Metal	Face welding/brazing of metal frames
35	Metal	Advanced welding (exposed welds)
36	Metal	Advanced Mill Setup and Operation
37	Shipping	Large product crating
38	Shipping	Execution of minor onsite issues.
39	Shipping	Long distance pickup and delivery requirements: Unrestricted Class 5 Driving License, Unrestricted access to the U.S., must be bondable.

LEVEL 4 JOB DESCRIPTION

	ABILITY to maintain work area cleanliness and follow safe working practices and procedures
	KNOWLEDGE and understanding of job specific paperwork and S.O.P. Manual
	WILLINGNESS to train and work cooperatively with co-workers on safe and proper work practices and procedures
	Job specific knowledge of window and door components
	Optimum setup and operation of job specific machines, tooling and software for employee safety, optimum productivity, training and quality.
	REMAN
1	Advanced shaper set up and operation
2	Setup of molder for untried custom profiles with exotic wood species, no over runs, larger components, longer lengths
3	Template making and grinding of new profiles
4	Responsibility that lumber is received; confirming the P.O. accuracy of lumber tally, grade and moisture contents; and the safe and organized warehousing of all lumber. Tagging all received lifts of lumber using Dynamics tagging system including bunk number.
	MACHINING
5	Advanced shaper set up and operation
6	Advanced set up of drum sander & denibber, tracking of brushes and belts
7	Setup and programming of FDE & KF2, KSF2 for complex arch top and curved face windows & doors
8	Half lapping of diamond tdl & sdl on half lapping machine
9	Creating straight and curved line programming and editing complex curved component programs
	PRE-ASSMBLEY
10	Repairing damaged stained products with blending, filling and graining
11	Mixing of new stain colours and application techniques
12	Mixing of new patina colours and application techniques
13	Curved faced muntin/spacer bar fabrication and assembly for sealed units
	ASSEMBLY
14	Advanced shaper set up and operation
15	Layout, fabrication and assembly of curved head and sill detailed bow windows
16	Bending, welding, brazing of curved metal frames
17	Fabrication and assembly of complex untried arch top units
18	Organizing, pulling, and delivery of hardware and tooling
19	Fabrication and assembly of compound curved window and door units
20	Comer/Curved Face/Canted Lift & Slide, Bifold and French door units
21	Supervision of all product loading ensuring employee safety, safe product handling, product securing, loading efficiency, and accountability of all product loaded
	METAL
22	Layout, fabrication and assembly of curved head and sill detailed bow windows
23	Bending, welding, brazing of curved metal frames
24	Fabrication and assembly of complex untried arch top units
25	Fabrication and assembly of compound curved window and door units
26	Corner/Curved Face/Canted Lift & Slide, Bifold and French door units
27	Custom Welding and supervision