## **COLLECTIVE AGREEMENT**

#### BETWEEN

# PLASTI-FAB, DIVISION OF PFB CORPORATION

(Hereinafter known as the "COMPANY")

#### PARTY OF THE FIRST PART

AND

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

(Hereinafter known as the "UNION")

PARTY OF THE SECOND PART

Effective January 1, 2014 - December 31, 2018

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## **PREAMBLE**

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

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

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

## <u>ARTICLE I – BARGAINING AGENCY</u>

## Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 679 Aldford Avenue, Annacis Industrial Estates, Delta, B.C, V3M 5P5, except confidential employees, office employees, sales staff, supervisory staff and management staff and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to and start at Step Four of the grievance procedure as set forth in this Agreement, and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration starting at Section 1, as set forth in this Agreement.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

#### Section 2: Meetings

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

## Section 3: Bargaining Authority

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

## Section 4: Access to Operations

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

## <u>ARTICLE II – EMPLOYER'S RIGHTS</u>

## Section 1: Management and Direction

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

- (a) The Union recognizes the right of the Company to operate and manage the number and location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, means of manufacturing, kinds and location of machines, tools to be used, the engineering and designs of its products and control of materials and parts to be incorporated in the products produced.
- (b) The Union further recognizes the right of the Company to hire, promote, determine qualifications and capabilities, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just and reasonable cause, maintain order, discipline and efficiency and to determine and establish standards of performance for all machines, employees and operations.

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

#### Section 2: Rules and Regulations

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

#### Section 3: Discipline

- (a) An employee may be reprimanded, suspended or discharged for infractions of Rules and Regulations referred to in Section 2 and such action may by appealed in accordance with the provisions of Article XVIII Adjustment of Grievances.
- (b) A reprimand placed on an employee's record by the Company must be signed by the immediate supervisor and by the employee as having been read. If the employee refuses to sign, the Union Steward will sign on the employee's behalf. When the supervisor calls an employee with the intent of giving such employee a reprimand, he must give the employee the opportunity of having his Union Representative in attendance, if the employee so desires. When an employee wishes to question or dispute such reprimand, he must invoke the grievance procedure provided for in this Agreement, and if the employee's grievance succeeds, such reprimand will be revoked. The Company will forward a copy of all reprimands of record to the Union.

## ARTICLE III - UNION SECURITY

## Section 1: Cooperation

The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

## Section 2: Union Shop

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

#### Section 3: Maintenance of Membership

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

#### Section 4: Discharge of Non-Members

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

## Section 5: Union Membership

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

## Section 6: Check-Off

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

## UNITED STEELWORKERS LOCAL 2009 CHECK-OFF AUTHORIZATION

Name of Employer:	
Starting Date:	Division:
I hereby authorize th	ne company to deduct from my pay each month the amount of union dues and nitiation fee, as provided in the Constitution of the United Steelworkers.
Such deductions sha directly or through th	all be transmitted to the International Treasurer of the United Steelworkers, ne local union financial secretary on or before the 15 <sup>th</sup> of each month.
Name:	Phone:
Address:	Postal Code:
City:	Social Insurance No.:
If applicable, in what	USW operation were you last employed?:
hereby authorize th collective bargaining employment, or othe covering all such	d accept membership in the United Steelworkers, and of my own free will e United Steelworkers, its agents or representatives, to act for me as a g agency in all matters pertaining to rates of pay, wages, hours of er conditions of employment, and to enter into contracts with my employer matters, including contracts which may require the continuance of my Inited Steelworkers as a condition of my continued employment.
Signed:	Dated:

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

#### **APPLICATION FOR MEMBERSHIP**

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

Signature of Applicant-Employee

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

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

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

#### Section 7: Social Insurance Number

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

#### Section 8: Education Trust Fund

- (a) The Company will contribute to an Education Trust Fund to be established by the Union. The contributions will be five cents (\$0.05) per employee per hour worked.
- (b) The Company will remit the contributions directly to the local union, by cheque marked: United Steelworkers, Local 2009 Education **Trust** Fund.

#### <u>ARTICLE IV – SHOP COMMITTEE</u>

#### Section 1: Definition

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

## Section 2: Composition

The Shop Committee shall consist of no more than four (4) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis. The Company shall not be responsible for paying members of the Shop Committee while they are representing the Union or its members in talks or meetings with the Company. The performance of Shop Committee duties shall not result in a disruption of the Company's operations unless the committee person has permission by the Company.

#### Section 3: Notification

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

#### Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to Article XVI – Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

## ARTICLE V - HOURS OF WORK

## Section1: Hours and Overtime

- (a) The regular hours of work in the Plant shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for the following:
  - (i) Hours worked in excess of eleven (11) hours per day:
  - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
  - (iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - (iv) Item (ii) above shall not apply to employees who work Saturday as a regularly scheduled day.
- (c) Notwithstanding Article V, Section 1 (a) and (b), Management shall have the right to implement other schedules, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

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

Note: See attached Alternate Shift Schedule for Molder/Prefoamer Letter of Understanding #3.

## (d) Banking of Overtime

Overtime compensation shall be monetary or in time off, at the employee's option and based on the overtime rates as defined in Sections (a) and (b). The following conditions apply:

- (i) If the employee chooses time off, such time off shall be banked to a maximum of 160 hours at any point in time and be scheduled as time off with management approval and sufficient notice as required for Floater Holidays (see Article VIII, Section 3b, iii).
- (ii) For extended illness or injury, employees may apply banked overtime towards the waiting period for Short Term Disability upon completion of the application for disability or for illnesses of three (3) days or longer.
- (iii) The banking shall be offered to all regular employees at the start of each year and those employees selecting the banked option shall be provided with a record of overtime worked and banked hours available upon request. Notwithstanding the above, the banking option does not apply to those employees with less than one (1) year seniority at the commencement of the applicable fiscal year.
- (iv) All banked overtime shall be taken in time off within the fiscal year in which the time was banked, with the exception that, upon request, a maximum of forty (40) hours may be carried over to the following year. Should production demands not allow time to be taken, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year, or at termination or layoff.
- (v) It is understood that an employee who has opted to bank overtime, as designated on his time card, may not subsequently opt for monetary payout for the overtime, with the exception that employees may request pay out of banked overtime at the end of each quarter.
- (vi) It is generally understood that banked time shall be taken in increments of not less than one full shift.
- (d) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work, the employee shall be paid rate and one-half, except as provided in Section 1(b) above.

## Section 2: Casual Work

- (a) The term "casual work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees'.
- (b) Casual work on Production will be paid for at one and one-half times job rate.
- (c) Casual work on Maintenance, Repair and preparatory work will be paid for at straight-time job rate.
- (d) (i) Weekend work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
  - (ii) A laid-off regular Production employee shall be considered a Production employee during the weekend of the week **he/she** is laid off and will be paid rate and one-half for any work **he/she** performs on either Saturday or Sunday, except as provided in Section 1(b) above.
- (e) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.
- (f) The Employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to Section (3), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

#### Section 3: Tuesday to Saturday

It is agreed that Maintenance, Repair and Construction employees can be employed on a Tuesday to Saturday work week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half, except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one-half. However, if the employee requests a temporary change from the rest day on Monday, work performed on Monday will be paid for at straight-time.

#### Section 4: Completion of Afternoon Shift (Shift 3)

(a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift, will be paid at straight-time.

(b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

#### Section 5: Three-Shift Operations

- (a) The Company shall have the right to operate the Plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of the shifts shall be varied at the Company's option.
- (b) it is agreed that Clause (a) above shall only apply to those employees actually working on a three shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

## Section 6: Swing Shift

Working force on the day shift (Shift 2) in the Manufacturing Plant shall alternate with the working force on the afternoon shift (Shift 3) on a regular basis as agreed upon by the Company and the Shop Committee.

#### Section 7: Rest Periods

All employees in the Manufacturing Plant shall be entitled to two (2) fifteen (15) minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

#### Section 8: Hot Meals

Where Maintenance, Repair or Construction employees are required to work two (2) hours or more overtime beyond their normal shift, the Company shall provide a hot meal, up to \$5.00. The hot meal is to be consumed by the employee on Company time before beginning the overtime work. The meal break shall be for no longer than thirty (30) minutes. If the employee purchases their own meal the Company shall reimburse the worker up to six dollars (\$6.00)..

## Section 9: No Work Guarantee

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

## ARTICLE VI - CLASSIFICATIONS AND WAGES

#### Section 1: Rates

The Parties hereby agree that the wages of all hourly rated employees covered by this Agreement will be as follows:

	Effective Jan 1/14 0%	Effective Jan 1/15 2%	Effective Jan 1/16 1%	Effective <u>Jan 1/17</u> 1%	Effective Jan 1/18 1%
GROUP I:		, TRUCK LOADIN ERATOR, GENER		TER	
Start After 3 months After 6 months After 1 year  GROUP II:	\$16.35 \$17.10 \$17.84 \$18.65	\$16.68 \$17.44 \$18.20 \$19.02 SHIPPER'S ASS	\$16.85 \$17.61 \$18.38 \$19.21	\$17.02 \$17.79 \$18.56 \$19.40	\$17.19 \$17.97 \$18.75 \$19.59
<u>Sixon in</u>	\$20.03	\$20.43	\$20.63	\$20.83	\$21.04
GROUP IIA:		COUNTOUR CU	TTER		
	\$20.98	\$21.40	\$21.61	\$21.83	\$22.05
GROUP III:		MOULDER/PREFOAMER, HEAD CUTTER			
	\$21.97	\$22.41	\$22.63	\$22.86	\$23.09
GROUP IIIA		SHIPPER			
	\$22.70	\$23.15	\$23.38	\$23.61	\$23.85
<b>GROUP IV:</b>		MAINTENANCE			
	\$28.87	\$29.45	\$29.74	\$30.04	\$30.34

#### Lead Hand - \$1.00 per hour premium

Mario Hardy is to be blue circled at the Group III rate of pay and will receive increases relevant to the Group III rate as per Settlement Agreement signed on March 10, 2011.

Job profiles are maintained for all positions as listed in this section. Any revisions to existing job descriptions shall be discussed with the union and any rate implications will be dealt with at that time. Please see attachments for detailed job profiles.

When an employee is doing any one of the jobs listed here in the wage grid (regardless of the Company's job profile) that employee will receive the rate of pay for that group.

## Section 2: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift (Shift 2). Hours worked outside the recognized day shift (Shift 2) will be regarded as and third First shifts. Premium rates of thirty-seven (\$0.37) per hour will be paid for first and third shifts. A day shift (Shift 2) employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the thirty-seven cent (\$0.37) premium rate for all hours worked outside the recognized day shift (Shift 2).

## Section 3: Jobs and Equipment

The following provisions shall apply to new or significantly revised jobs and/or equipment:

- (a) Advance notice of change to Local Union.
- (b) (i) New jobs shall be posted in accordance with Article XIV Section 4(a).
  - (ii) Significantly revised jobs shall be posted if requested by the Plant Committee.
- (c) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (d) (i) The applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
  - (ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and his interim rate from the date **he/she** started the new or revised job.
- (f) Rate negotiations to be guided by job analysis which will be based on all factors including skill, knowledge, responsibility and job conditions.
- (g) A Lead Hand premium of \$1.00/hour over and above his/her regular classifications will be paid:

"An employee in the bargaining unit who, based on seniority and competency, is assigned to instruct others in the performance of their work, and shall be held responsible for the quality and quantity of the work. A lead hand cannot or be party to hiring, firing or disciplining of other employees. This will be a posted position as per Article XIV, Section 4, Job Posting"

## **Shift Responsibility**

In lieu of a Lead Hand on a shift, the Company will pay the fifty cent (\$.50) premium to the senior employee to lock-up the facility on the completion of afternoon shift (Shift 3) when there is no graveyard shift (Shift 1) on any given day. Where there is a graveyard shift (Shift 1) this will apply on the opening of the plant only on the Sunday evening to the Monday morning. The employee will receive the premium for all hours worked on that shift. This will also apply to overtime shifts on the weekends when no Lead Hand or management are available.

#### Section 4: First Aid Attendant Training

The Company agrees to post and train up to three (3) employee(s) for Level II First Aid on an as needed bases as per WCB regulations. The senior employees selected from the posting will pay the cost for the course and once they pass will be reimbursed. Senior employee with a Level II First Aid Ticket will receive a premium of thirty-five cents (\$0.35) per hour worked.

The Company agrees to continue practice of paying for Level I training for employee(s) who want the training.

## Section 5: Steam Ticket Training

The Company will pay the cost of training for achievement of a Steam Ticket Certificate including loss time wages to the plant Millwright and to one alternate, for whom a posting will be placed. This certification is a requirement of the millwright position to allow for the plant boiler operations to comply with provincial regulations. An hourly premium of **one dollar and twenty-five cents (\$1.25)** per hour will be paid to the millwright and to the alternate as each achieves his Steam Ticket Certification.

#### Section 6: Forklift Certification

The Company will post and train the most senior competent forklift employee to be certified to train other employee(s) no later than two months after signing a new Memorandum of Agreement. The Company reserves the right to out-source the training if for any reason the trained certified employee(s) are not available to do the training for other employees to become certified.

#### **ARTICLE VII - PAY DAYS**

Employees shall be paid by payroll deposit every two (2) weeks on Thursday. Each employee shall be provided with an itemized statement of earnings and deductions by the Company.

## <u>ARTICLE VIII - PAID HOLIDAYS</u>

#### Section 1: Manufacturing Plant

- (a) All employees in the Manufacturing Plant who work on New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day and one (1) floating holiday shall be paid rate and one-half for all hours so worked.
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) An employee who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2 and Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

## Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following conditions:
  - (i) having been on the payroll thirty (30) calendar days immediately preceding the holiday;
  - (ii) have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the Employer;
  - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the Company shall have the right to request a medical certificate.
- (c) Employees while on leave of absence or while members of a negotiating committee shall not qualify for paid Statutory Holidays.

## Section 3: Personal Floating Holiday

The Personal Floating Holiday is in lieu of the proposed Heritage Day, but this Section shall come into operations on the effective date even if Heritage Day has or has not been proclaimed.

## (a) Personal Floating Holiday

Regular full-time employees will be granted one (1) Personal Floating Holiday during each calendar year of the Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

## (b) **Qualifying Conditions**

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for **his/her** regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the pay-roll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on layoff or leave of absence for more than nine (9) months in the calendar year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by October 15 of each calendar year will be scheduled by Management.
- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.

## Section 4: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in weekly work schedule.

#### Section 5: Holiday Shift

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

## Section 6: Arrangement for Change

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

## Section 7: Sunday Holidays

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

## Section 8: Saturday Holidays

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

## **ARTICLE IX – VACATION POLICY**

## Section 1: Company Policy

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

Service Years	Vacation Time % of Gro	ss Pay
First & Second calendar years	2 weeks (see note 1)	4%
Third calendar year	2 weeks	4%
Fourth to Seventh calendar years	3 weeks	6%
Eighth to Twentieth calendar years	4 weeks	8%
Twenty-first calendar year and beyond	5 weeks	10%

- (b) Vacation time is tracked on a calendar year basis (January to December). New employees accrue vacation on a monthly basis (.83 days/month) up to the start of their third calendar year of employment.
- (c) All earned vacation must be taken. Employees are entitled to choose their vacation at any time within the calendar year provided it is approved by their immediate supervisor. Failure to request vacation time within the calendar year may require the employee's supervisor to assign a vacation period.
- (d) Since the summer months are the peak vacation period, vacations may be restricted to two (2) weeks from June to September to ensure that sufficient time is available for all employees to take vacation and ensure operational needs are met.

- (e) In the event that an employee is unable to use their allotted vacation days, the employee shall make a request in writing to carry forward a maximum of five (5) days to the following calendar year by completing a Vacation Carryover Request Form. All such requests shall be approved by the employee's manager and/or supervisor and forwarded to Corporate Office Payroll by December 1<sup>st</sup>. All approved carry forward vacation days must be used by March 31<sup>st</sup> in the following year.
- (f) Employees are to provide their supervisor with three (3) weeks written notice requesting their vacation using the appropriate form. Vacation requests handed in prior to March 31<sup>st</sup> will be granted on the basis of seniority. After March 31, any scheduling conflicts will be resolved on the basis of the earliest request.
- (g) When bereavement leave or a statutory holiday is observed during the employee's vacation period, the employee is not required to claim those days as vacation time.
- (h) An employee terminating employment prior to taking their allotted vacation days is entitled to a proportionate payment of wages for any unused vacation.
- (i) Vacation pay is accrued on the basis of the applicable percentage of the employee's gross pay earned. Vacation pay must be requested in writing and submitted to the Corporate Office Payroll Department at least two weeks in advance of the next pay period. Vacation pay shall only be paid in conjunction with actual vacation time off work.

## **ARTICLE X - CALL TIME**

#### Section 1: Where no Work

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

#### Section 2: Where Work Commences

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

#### <u>ARTICLE XI – HEALTH AND WELFARE</u>

As per attached booklet – Appendix "A".

**Medical Services Plan** – The Company agrees to cover the cost of insurance premiums which employees become eligible for on the first of the month following three months of continuous employment.

**Short Term Disability** – The Company to provide the weekly income benefit based on the highest rate of pay to the employees on short term disability where they have worked for a consecutive three (3) month period at a higher rate of pay. He/she will receive monies during their disability on the higher rate.

## <u>ARTICLE XII – LONG TERM DISABILITY PLAN</u>

As per attached booklet - Appendix "B"

## **ARTICLE XIII - GROUP RRSP/SAVINGS PLAN**

In lieu of a pension plan the Company offers the employees the opportunity to participate in a Group RRSP and Savings Plan. Details of this plan are as per attached Company procedure for Benefits Administration – Group RRSP/Savings Plan.

## **ARTICLE XIV - SENIORITY**

## Section 1: Principle

The Company recognizes the principle of seniority, competency considered.

## Section 2: Reduction & Recall of Forces

- (a) (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions, the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision, it shall notify the Shop Committee as soon as possible.
  - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his/her Plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that **he/she** will not be able to keep **his/her** regular job, **he/she** may elect to apply **his/her** seniority to obtain a job paying a higher rate if **he/she** has previously held the job in the operation on a regular basis.
- (c) During a reduction of forces where an employee's seniority is such that **he/she** will not be able to keep **his/her** regular job, **he/she** may elect whether or not to apply **his/her** seniority to obtain a lower paid job or a job paying the same rate of pay, or accept a layoff until **his/her** regular job becomes available, provided, however:
  - (i) If during the layoff period, the employee wishes to return to work and so notifies the Company, **he/she** shall be called back to work as soon as **his/her** seniority entitles **him/her** to a job.

- (ii) The application of this provision shall not result in an employee, in the exercise of **his/her** rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

#### Section 3: Retention During Layoff

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

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

## Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but filling these vacancies, senior employees will be given preference in accordance with Article XIV, Section 1.

#### Section 5: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for sixty (60) working days, during which time they are to be considered temporary workers only, and during this same period, no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.

#### Section 6: Absence Without Leave

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

## Section 7: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company.

#### Section 8: Reinstatement

- (a) An employee who is required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. This period can be extended by agreement between Union and Management.
- (b) Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended. Agreement shall not be unreasonably withheld.

#### Section 9: Hiring Preference

It is mutually agreed that when hiring new employees, preference shall be given to those applicants seeking employment in the order set out herein:

- (a) Employee(s) who had their seniority run out and have an application on file.
- (b) Applicants who have previous experience in the industry and who have applications on file.
- (c) Applicants seeking employment who are members of the United Steelworkers and who have applications on file.

#### <u>ARTICLE XV – LEAVE OF ABSENCE</u>

#### Section 1: Injury or Illness

The Company will grant unpaid leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

#### Section 2: Maternity Leave

The Company will grant leave of absence for Maternity & Parental Leave as per Employment Standards Act, Part 6 (50) & (51).

#### **Pregnancy Leave**

50 (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave:

#### (a) beginning

- (i) no earlier than 11 weeks before the expected birth date and;
- (ii) no later than the actual birth date, and;

## (b) ending

- (i) no earlier than 6 weeks after the actual birthdate, unless the employee requests a shorter period, and
- (ii) no later than 17 weeks after the actual birthdate.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
  - (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birthdate or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must
  - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (b) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

#### **Parental Leave**

- 51 (1) An employee who requests parental leave under this section is entitled to
  - (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the

parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

- (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
- (c) (Repealed 2011-25-327(c))
- (d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
  - (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to being leave and
  - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

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

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

#### Section 4: Compassionate Leave

The Company will grant leave of absence up to a maximum of six (6) months without pay or benefits to employees for compassionate reasons or for educational or training or extended vacation purposes.

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which **he/she** shall be compensated at **his/her** regular straight-time hourly rate of pay for **his/her** regular work schedule for a maximum of three (3) days.
- (e) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, child, parent/guardian, brother, sister, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.
- (f) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## Section 5 - Union Business

- (a) The Company will grant an unpaid leave of absence without benefits to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant an unpaid 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.
- (c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given at least one (1) month's notice in writing.

## <u>ARTICLE XVI – ACCIDENT PREVENTION COMMITTEE</u>

#### Section 1: Composition

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

#### Section 2: Duties

In general, duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

#### Section 3: 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 Accident Prevention Committee meetings outside of work hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

#### Section 4: Meetings During Work

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

#### Section 5: Investigations

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

#### Section 6: Cessation of Work

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

#### ARTICLE XVII - SAFETY AND PRODUCTION EQUIPMENT

Where the following articles of equipment are required to be used by the Employer or the Workers' Compensation Board, the Employer shall:

- (a) supply new employees with the articles of equipment as required;
- (b) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or

- (c) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
  - 1. Welding goggles, etc.
  - 2. Dust protection
  - 3. Eye protection
  - 4. Ear protection
  - 5. Tape measures, felt markers, etc.
  - 6. Gloves
  - 7. Aprons
- (d) replace equipment as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

## **ARTICLE XVIII – ADJUSTMENT PLAN**

#### Section 1: Adjustment Plan

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

## Section 2: Plant Closure and Technological Change

The provisions of Section 1 above apply in the case of Plant Closure or in the case of Technological Change which is defined as the introduction or replacement of equipment that affects the terms, conditions or security of employment of a significant number of employees.

#### ARTICLE XIX – ADJUSTMENT OF GRIEVANCES

#### Section 1: Procedure

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

#### Step One

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

#### **Step Two**

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with the Foreman, as designated by the Company.

#### **Step Three**

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

#### Step Four

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

#### **Step Five**

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

#### Section 2: Time Limit

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

#### <u>ARTICLE XX</u> – ARBITRATION

#### Section 1: Procedure

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

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

## Section 2: Cost Sharing

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

## Section 3: Place of Hearing

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

## <u>ARTICLE XXI – STRIKES AND LOCKOUTS</u>

- (a) There shall be no strikes or lockouts by the Parties to this Agreement during the term of this Agreement or during the continuation period provided for in Section 2 of Article XXII Duration of Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.

## <u>ARTICLE XXII – DURATION OF AGREEMENT</u>

#### Section 1: Notice to Bargain

This Agreement shall remain in full force and effect from January 1, 2014 to an including December 31, 2018, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

#### **Duration of Agreement** Section 2:

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

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

#### Section 3: Section 50(2) and 50(3) Excluded

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

IN WITNESS	WHEREOF, the	Parties have signed this Agreement this	23	RS
day of	UNE	, 2015.		

Signed on behalf of:

UNITED STEELWORKERS (On Behald of Local/Union 2009)

E.& O.E.

PLASTI-FAB, Division of PFB

Corporation

## **LETTER OF UNDERSTANDING #1**

## **RE: SATURDAY SHIFTS**

The Parties agree that in order to accommodate the changing market place and quick response to customers late or demand orders that the Company may require staff to work on weekends. This shall be accomplished by the offering of overtime shifts to the most senior person qualified to do the job until enough workers required to fulfil the Company's requirement are found. Where no one has volunteered or there are not enough volunteers, the Parties agree that the Company will fill the shifts needed by assigning the most junior qualified persons to perform the work until the Company's requirement is satisfied. The Company agrees that no individual employee will be assigned to work on weekends more than six (6) times in a year.

IN WITNESS WHEREOF, the Parties have day of	signed this Agreement this <u>23</u> <sup>RD</sup> _, <b>2015</b> .
Signed on behalf of:	
UNITED STEELWORKERS (On Behalf of Local Union 2009)  MONTH DELLOCATION (CONTRACTOR OF CONTRACTOR OF	PLASTI-FAB, Division of PFB Corporation

## **LETTER OF UNDERSTANDING #2**

## **RE: NON-PRODUCTION WORKERS**

It is agreed that the Company may hire employees as non-production workers for the purposes of miscellaneous non-production tasks such as plant and yard clean-up. They will be paid at a rate of \$10.00 per hour for the term of this Agreement. Should these employees perform production work, they will receive the rate for the job they are performing as per Article VI – Classifications and Wages, Section 1.

	3.1,
IN WITNESS WHEREOF, the Parties have day of	e signed this Agreement this $23^{R}$
Signed on behalf of:	
UNITED STEPLWORKERS (On Behalf of Local Union 2009)  Line Control Cont	PLASTI-FAB, Division of PFB Corporation

## **LETTER OF UNDERSTANDING #3**

## **ALTERNATE SHIFT SCHEDULE**

## FOUR (4) DAYS ON /FOUR (4) DAYS OFF

The Company and the Union agree on the following details with respect to an alternate shift schedule for the Block Molders/Prefoamer working twelve (12) hour shifts on a four (4) on four (4) off rotation. This alternate shift schedule will continue for the life of the collective agreement.

If for any reason the Company wishes to discontinue this alternate shift schedule they must give the Local Union and the employees two weeks notice and allow them to complete the shift cycle that the employees are on in that pay period.

#### **Scheduled Hours of Work**

The scheduled hours of work will be on a twenty-four (24) hour/seven (7) days basis. The day shift (Shift 2) will work from 5:00 a.m. to 5:00 p.m. and the night shift (shift 8) will work from 5:00 p.m. to 5:00 a.m.

#### **Breaks**

Each employee will be entitled to three (3) ten (10) minute paid coffee breaks and one (1) thirty (30) minute paid lunch break. Breaks to be taken at the employees' discretion when time permits but will not be denied.

#### Pay

- 1. Employee(s) will be paid their straight-time regular rate of pay for the first forty (40) hours of work on their shift cycle and one and a half (1 ½) times their regular rate of pay for the remaining hours over forty (40) hours within the cycle.
- 2. All employees working this alternate shift schedule will be entitled to shift differential at thirty-seven (\$.37) per hour worked as per Article VI Classification and Wages, Section 2: Shift Differential.
- 3. Any hours worked beyond the twelve (12) hour shift in a day will be paid at double (2x) an employee's regular rate of pay.
- 4. Hours worked on an employee's regular scheduled days off that they have worked over their forty (40) hours in their cycle will be paid at one and a half (1 ½) times their regular rate of pay for the first eleven (11) hours and double (2x) for all hours thereafter.
- 5. If an employee is asked to work on one of their regular scheduled days off and did not complete their forty (40) hours in their shift cycle due to missing time because of injury or illness they must complete their forty (40) hours before overtime rates will apply in three (3) above.

6. Paid Holidays (Stats), Personal Floating Holidays and or Vacations if scheduled or asked to work will be paid at overtime rates of pay to an employee's regular rate of pay at one and a half (1 1/2) times for the first eleven (11) hours and double (2x) time thereafter.

## **Vacation**

- 1. Vacation pay will continue to be paid as per Article IX - Vacation Policy Section 1: Company Policy (a).
- Vacation accrual under this alternate shift schedule will be as follows: 2.

24 Hour Plant - Vaca	ation days conversion	12		# of 12	2 hr days
Days	Hours				
10 15 20 25	80 120 160 200		6.67 10 13.33 16.67		7 10 13 17
5 day increase40		3.33		3	
10 days 15 days 20 days 25 days	10/12 = .83 days/month 15/12 = .25 days/month 20/12 = 1.67 days month 25/12 = 2.08 days/month				

#### **Bereavement Leave**

Any employee needing a leave under Article XV - Leave of Absence Section 4: 1. Compassionate Leave (d), (e) & (f) will be compensated under (d) at no loss of pay in Pay one (1) above regardless of which three (3) days that may be needed in their shift cycle.

Signed this $23^{R}$ day of $JUNE$	, 2015.
On Behalf of United Steelworkers Local 2009  Minute July	On behalf of the Company Plasti-Fab, Division of PFB Corp.

## P•F•B

## CORPORATION

## **JOB PROFILE**

**JOB TITLE:** 

Block Moulder

**INCUMBENT:** 

DIOCK Moulder

DIVISION:

Plasti-Fab

LOCATION:

**REPORTING TO:** 

## PRINCIPLE RESPONSIBILITY

Carry out the block moulding process to the required specifications

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Operation of all block moulding equipment
- 2. Movement of raw material and blocks
- 3. Complete accurate paperwork
- 4. Report any irregularities
- 5. Perform quality control checks and record
- 6. Inventory control
- 7. Maintain production quotas
- 8. Ensure product meets specifications
- 9. Carry out physical demands of the job
- 10. Meet all safety requirements and regulations
- 11. Ensure safe equipment operation
- 12. Wear required personal protective equipment (PPE)
- 13. Ensure a clean work environment
- 14. Develop a flexible approach to a team environment
- 15. Follow Company policies and procedures

## SKILLS & KNOWLEDGE REQUIRED

Training

Analytical skills

Math proficiency

WHMIS

Trouble shooting Product knowledge

Teamwork

Forklift license/certificate

### **QUALITIES**

Attention to detail

Self starter

Dependable

Pride in work Punctual

### **JOB PROFILE**

**JOB TITLE:** 

**Prefoamer** 

**INCUMBENT:** 

DIVISION:

Plasti-Fab

LOCATION: REPORTING TO:

## PRINCIPLE RESPONSIBILITY

To develop a quality prefoamed product that further meets the specifications required for block moulding.

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Operation of pre-expanders
- 2. Prefoam beads
- 3. Complete accurate paperwork
- 4. Assist in inventory counts
- 5. Complete/assist with prefoam equipment maintenance
- 6. Perform secondary jobs
- 7. Perform quality control measures and record
- 8. Keep inventory boards current
- 9. Assist in new employee training
- 10. Report any irregularities immediately
- 11. Carry out physical demands of the job
- 12. Meet all safety requirements and regulations
- 13. Ensure safe equipment operation
- 14. Wear required personal protective equipment (PPE)
- 15. Ensure a clean work environment
- 16. Develop a flexible approach to a team environment
- 17. Follow company policies and procedures

## **SKILLS & KNOWLEDGE REQUIRED**

Training

Trouble shooting

Analytical skills

Product knowledge

Math proficiency

Teamwork

Forklift license/certificate

**WHMIS** 

## **QUALITIES**

Attention to detail

Pride in work

Self starter

Dependable

Punctual

## **JOB PROFILE**

JOB TITLE:

**Contour Cutter** 

INCUMBENT:

Plasti-Fab

DIVISION: LOCATION:

**REPORTING TO:** 

### PRINCIPLE RESPONSIBILITY

Provide an accurately cut product that meets customer's expectations of quality, service and expertise.

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Operation of cutting equipment
- 2. Ensure product is cut to specifications
- 3. Perform quality control checks and record
- 4. Labelling and packaging product
- 5. Maintain production quotas
- 6. Secondary work as required
- 7. Provide back up to shipper/receiver as required
- 8. Grind excess scrap
- 9. Complete accurate paperwork
- 10. Carryout physical demands of the job
- 11. Meet all safety requirements and regulations
- 12. Ensure safe equipment operation
- 13. Wear required personal protective equipment (PPE)
- 14. Ensure a clean work environment
- 15. Ensure quality of product meets or exceeds specifications
- 16. Develop a flexible approach to a team environment
- 17. Follow company policies and procedures

### SKILLS & KNOWLEDGE REQUIRED

Training Leadership

Read tape measure (imperial & metric) Product knowledge

Math proficiency Teamwork WHMIS AutoCAD

**QUALITIES** 

Attention to detail Pride in work

Patient Dependable Punctual Self starter

### **JOB PROFILE**

JOB TITLE:

**General Labourer** 

INCUMBENT:

Cericiai Laboure

DIVISION:

Plasti-Fab

LOCATION:

**REPORTING TO:** 

### PRINCIPLE RESPONSIBILITY

Provide assistance and support for plant operations.

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Assist in all phases of foam block cutting
- 2. Ensure product is cut to specifications
- 3. Perform quality control checks and record
- 4. Package product
- 5. Maintain production quotas
- 6. Secondary work as required
- 7. Complete accurate paperwork
- 8. Safe material handling and lifting
- 9. Complete the safety checklist and report any malfunctions
- 10. Carry out physical demands of the job
- 11. Meet all safety requirements and regulations
- 12. Ensure safe equipment operation
- 13. Wear required personal protective equipment (PPE)
- 14. Ensure a clean work environment
- 15. Develop a flexible approach to a team environment
- Follow company policies and procedures

## **SKILLS & KNOWLEDGE REQUIRED**

Read tape measures (imperial & metric)

Product Knowledge

Math proficiency

WHMIS

Teamwork

### **QUALITIES**

Attention to detail

Pride in work Dependable

Punctual Accurate

### **JOB PROFILE**

JOB TITLE:

**Lead Hand** 

INCUMBENT:

**DIVISION:** 

Plasti-Fab

LOCATION:

REPORTING TO:

### PRINCIPLE RESPONSIBILITY

Ensure accurate operation of the cutting lines Ensure accurate and efficient operations of the facility for required shift.

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Review production needs daily with Production Supervisor
- 2. Supervise employees at workstation
- 3. Accurate operation of all cutting equipment
- 4. Ensure product is cut to specifications
- 5. Labelling and packaging product
- 6. Maintain production quotas
- 7. Complete accurate paperwork
- Carry out physical demands of the job 8.
- 9. Meet all safety requirements and regulations
- 10. Ensure safe equipment operation
- 11. Wear required personal protective equipment (PPE)
- 12. Ensure a clean work environment
- Develop a flexible approach to a team environment 13.
- 14. Ensure quality of product meets or exceeds specifications
- 15. Follow company policies and procedures
- 16. Monitor dock to ensure a smooth flow of product to the yard
- Inform management of any reasonable breaches to policies, procedures and or 17. work responsibilities of employee(s) they supervise
- 18. Lead by example

### SKILLS & KNOWLEDGE REQUIRED

**Training** Leadership

Read tape measures (imperial and metric Product knowledge

Math proficiency **Teamwork** 

Supervisor skills Computer and software skills

**WHMIS** AutoCAD(where required)

**QUALITIES** 

Attention to detail Pride in work

Dependable Self starter

**Punctual** 

## **JOB PROFILE**

JOB TITLE:

Maintenance Mechanic/Millwright

**INCUMBENT:** 

DIVISION:

Plasti-Fab

LOCATION:

**REPORTING TO:** 

### PRINCIPLE RESPONSIBILITY

Repair and maintain plant equipment, building structure and fixtures.

## **FUNCTIONAL RESPONSIBILITIES**

- 1. Repair and maintain plant equipment, physical structures and fixtures.
- 2. Inspect machinery and equipment
- 3. Make machinery repairs and modifications
- 4. Read blueprints, drawing manuals or specifications
- 5. Operate and repair plant support equipment
- 6. Handle repairs and co-ordinate with contractors
- 7. Develop and implement preventative maintenance
- 8. Meet all safety requirements and regulations
- 9. Ensure safe equipment operation
- 10. Ensure a clean work environment
- 11. Develop a flexible approach to a team environment
- 12. Adherence to company policies and procedures

## **SKILLS & KNOWLEDGE REQUIRED**

Forklift License/Certificate

Communication skills

Organizational skills

Mechanical knowledge of various processes

Millwright

Emergency response plan

Must have certified steam ticket

Product Knowledge

Knowledge of production demands

Decision making

**WHMIS** 

Electrical

Computer skills

### **QUALITIES**

Attention to detail

Self starter Dependable Pride in work Punctual

Personable

### **JOB PROFILE**

JOB TITLE:

Shipper/Receiver

**INCUMBENT:** 

DIVISION: LOCATION: Plasti-Fab

DEPORTING TO

**REPORTING TO:** 

## PRINCIPLE RESPONSIBILITY

To provide for the safe and efficient movement of materials into and out of the warehouse.

### **FUNCTIONAL RESPONSIBILITIES**

- 1. Ship materials
- 2. Receive materials
- 3. Transport materials
- 4. Keep accurate records of all materials handled
- 5. Organize driver, trucks and trailers
- 6. Carryout physical demands of the job
- 7. Report defects and breakage
- 8. Meet all safety requirements and regulations
- 9. Ensure safe equipment operation
- Wear required personal protective equipment (PPE)
- 11. Ensure a clean work environment
- 12. Develop a flexible approach to a team environment
- 13. Follow company policies and procedures
- 14. Organize and monitor the responsibilities of assistant shippers and general labourers working in shipping.
- 15. Manage inventory of bags, consumables etc. required within the facility
- 16. Final QC of materials to make certain all specifications of the project being shipped meet or exceed expectations in qualify, count, size etc.
- 17. Lead by example

## **SKILLS & KNOWLEDGE REQUIRED**

Forklift License/certificate Product Knowledge Communication skills Teamwork Organizational skills Decision making Interpersonal skills Computer skills Math proficiency WHMIS

QUALITIES

Attention to detail Pride in work
Self starter Punctual
Dependable

## **JOB PROFILE**

JOB TITLE:

**Shipper's Assistant** 

INCUMBENT: DIVISION:

Plasti-Fab

LOCATION:

**REPORTING TO:** 

## PRINCIPLE RESPONSIBILITY

To provide for the safe and efficient movement of materials

## **FUNCTIONAL RESPONSIBLITIES**

- 1. Transport materials
- 2. Keep accurate records of all materials handled
- 3. Provide back up and support for Shipper
- 4. Perform packaging when required
- 5. Carry out physical demands of the job
- 6. Report defects and breakage
- 7. Meet all safety requirements and regulations
- 8. Ensure safe equipment operation
- 9. Wear required personal protective equipment (PPE)
- 10. Ensure a clean work environment
- 12. Develop a flexible approach to a team environment
- 13. Follow company policies and procedures

## **SKILLS & KNOWLEDGE REQUIRED**

Forklift License/certificate
Communication skills
Organizational skills
Interpersonal skills
Math proficiency

Product knowledge Teamwork Decision making Computer skills WHMIS

### **QUALITIES**

Attention to detail Self starter Dependable Pride in work Punctual

## **BENEFITS ADMINISTRATION**

## **GROUP RRSP/SAVINGS PLAN**

### I. PURPOSE:

To document the standard procedures for consistent processing of the Group RRSP and Savings Plan.

### II. PROCEDURE

### **ELIGIBLE EMPLOYEES**

All permanent full-time employees (working a minimum of 30 hours per week) that have completed 12 months of continuous service are eligible to participate in the plan provided they are not covered by an alternate program. Employees with less than 12 months service may participate but will not receive any Employer Contributions until they meet the necessary qualifications.

### **EMPLOYEE CONTRIBUTIONS**

Employees that elect to participate in either or both sections of the plan may choose to contribute up to 6% of their gross regular earnings to the plan. An employee is entitled to participate in both sections if they wish, although the 6% contribution level must be split between the two sections. The contribution level may be changed at any time, however, changes in contribution level are restricted to a maximum of two (2) per calendar year. Deductions are made from each pay period at the contribution rate chosen by the employee.

### **EXCESS CONTRIBUTIONS**

Employees can elect to contribute to either or both sections in excess of the above-noted 6%, however, these contributions are not matched by the Corporation.

## **EMPLOYER CONTRIBUTIONS**

The Corporation contributions will be made on a bi-weekly basis and will be deposited together with the employee's contribution to a Royal Trust account in the employee's name.

**SAVINGS PLAN** – For each participating employee the Corporation will contribute 20 cents for every dollar that the employee contributes up to the 6% maximum.

**RRSP PLAN** – For each participating employee the Corporation will contribute based on the following schedule for every dollar the employee contributes up to the 6% maximum (Savings + RRSP combined).

Years of Completed Service	Matching %
<5 years	20%
5+ years	25%
10+ years	30%
15+ years	35%
20+ years	40%

## WITHDRAWAL OF CONTRIBUTIONS

Participants of the plan may withdraw funds as frequently as once per month. These withdrawals are arranged through Royal Trust by calling the Invest By Phone toll free number 1-800-769-2563.

## SUSPENSION OF CONTRIBUTION

A participating employee may suspend contributions to the plan at any time, but not retroactively. Any suspension of contributions to the plan at any time, but not retroactively. Any suspension of contributions must be for a minimum of six (6) months duration. Upon recommencement of contributions an employee may not again suspend contributions for a six (6) month period.

To suspend employee deductions, complete the Savings/RRSP Contribution template, indicating a change to 0%. To close the account, the employee must contact Royal Trust.

## **INVESTMENT OF CONTRIBUTIONS**

All contributions, employee and employer, will be invested by Royal Trust as indicated by the employee on their Group Savings/RRSP application. The employee can change these investment directions at any time by directly contacting Royal Trust at their Invest By Phone toll free number 1-800-769-2563.

## III SOURCE DOCUMENTS:

RRSP Application
Savings Plan Application
Royal Trust Contribution – Template

### **RELATED FORMS:**

N/A

## V REQUIRED REPORTS:

N/A

## **ENROLLMENT PROCESS**

Complete RRSP Application Form

Complete Savings Plan Application Form

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Submit to Royal Trust & Payroll

## Forms Distribution:

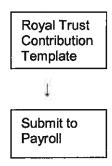
Original – to Royal Trust Copy 2 – to Royal Trust Copy 3 – to Payroll Copy 4 – to Employee

## Submit to Royal Trust copies to:

Royal Trust Group Financial Services, Service Centre 180 Wellington Street W., 7<sup>th</sup> Floor Toronto, Ontario M5J 1J1

## **CHANGE PROCESS**

To change percentage of contributions or to terminate plan:



To change from Savings to RRSP

