**COLLECTIVE AGREEMENT**

 **BETWEEN**

 **LAYFIELD CANADA LTD.**

**11120 Silversmith Place**

**Richmond, BC V7A 5E4**

**(hereinafter referred to as “the Company”)**

 **- AND -**

 **PRIVATE AND PUBLIC WORKERS**

 **OF CANADA, LOCAL NO. 5**

**(hereinafter referred to as “the Union”)**

 **Effective August 1, 2016 to July 31, 2020**

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# ARTICLE 1 - PURPOSE

* 1. The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees as represented by the Union, to establish rates of pay, hours of work and other conditions of employment; to establish a procedure for the disposition of grievances; 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 Company and the employees which will be conducive to their mutual well-being.
	2. The Union undertakes to instruct all its officers and members of committees to cooperate fully with the Company in carrying out the provisions of this Agreement. The Company undertakes to instruct its entire Supervisory staff on the interpretation of this Agreement and instruct them to cooperate fully with the Union in carrying out the provisions hereof.
	3. It is agreed that all employees covered by this Agreement will perform their work to the best of their ability.
	4. The third person masculine gender when used throughout this Agreement shall be understood to mean the third person masculine and feminine gender.

# ARTICLE 2 - RECOGNITION

* 1. The Company recognizes Local #5, Pulp, Paper and Woodworkers of Canada as the exclusive bargaining agent for all the employees within the bargaining unit as defined in 2.02 hereof.
	2. The term ‘employee’ as used in and for the purpose of this Agreement shall include all employees of the Company except those employees excluded by the certification issued by the Labour Relations Board of British Columbia, those employees excluded under the Labour Relations Code of British Columbia and those employees excluded by the mutual agreement of the Parties.
	3. The Union and the Company recognize that salaried employees, including Supervisors, are excluded from the provisions of this Agreement. For the practical, efficient, and economic operation of the plant, there will be occasions when Supervisors must do bargaining unit work. Such occasions shall only be temporary in nature and must not result in the layoff of an employee or prevent the recall of a laid-off employee. The Union further recognizes that Supervisors may perform bargaining unit work for the purposes of instruction or for the purposes of developing and testing of new products or processes or in the case of emergencies.
	4. Work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work will be laid off as a result of contracting out of the work.

# ARTICLE 3 - MANAGEMENT RIGHTS

* 1. The Union recognizes the Employer as the exclusive authority, to decide upon and manage all business aspects of the enterprise; choose the products and their components to be manufactured or repaired, establish or modify work schedules; establish quality standards; assemble, assign and direct its workforce; and expand or curtail its business, provided that such actions are consistent with the purpose and terms of this Agreement.
	2. The Company agrees that such rights and powers will be exercised in a manner consistent with the terms of this Collective Agreement. Any exercising of these rights and powers in conflict with any provision(s) of this Agreement shall be subject to the provisions of the Grievance Procedure.

# ARTICLE 4 - UNION SECURITY

* 1. All employees, at the date of certification, must become members of the Union in good standing and maintain such membership as a condition of continued employment throughout this Agreement. Any new employee hired shall as a condition of employment, become a member of the Union within five working (5) days of their date of hire. Any employee who fails to maintain his membership in good standing in the Union by reason of failure to pay dues or assessments, uniformly required of all members of the bargaining unit, shall be discharged after seven (7) days written notice to the Company by the Union of the employee’s failure to maintain his membership in good standing. If the Company is required to discharge an employee, upon notification from the Union, the Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company discharging such employee.
	2. The Company agrees to deduct and remit dues from each employee according to the rules laid out in Section 16 of the Labour Relations Code of British Columbia.
	3. All deductions shall be remitted to the Union once a month with a written statement containing the names of the employees from whom the deductions were made and the amount of the deduction.
	4. In the event the amount of the deduction is to be increased or decreased during the term of this Agreement, the Company shall be given thirty (30) days notice, in writing, and the deduction shall be adjusted accordingly thereafter.
	5. The Company agrees to deduct all assignments and assessments as requested by the Union within thirty (30) days of receipt of said request in writing. The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with such request.
	6. The Company shall incorporate the yearly dues total on the employee’s T4 statement.
	7. The Union shall elect from its members employed by the Company a Union Plant Committee and Shop Steward(s), who shall represent the Union on matters arising out of this Agreement including the processing of grievances. The Union Plant Committee shall consist of one Chairperson, one Secretary, and one Alternate.
	8. The Union agrees to notify the Company, in writing, of the names of its Plant Committee Members and Shop Steward(s) and shall notify the Company, in writing, of any changes in these positions.
	9. The Company agrees that the Union Plant Committee and/or Shop Steward(s) will be compensated for reasonable time lost during their regularly scheduled work days at their regular rate of pay when discussing grievances, pursuant to Article 13, with the Company. The Union agrees that the servicing of such grievances shall be subject to the operating efficiency and safety of the plant. At times other than approved breaks, the Union Plant Committee member, Shop Steward and the employee involved shall obtain the permission of the Production Manager. Permission will not be unreasonably withheld.
	10. Authorized representatives of the Union shall be granted reasonable access to the plant upon receiving permission from the Company. Permission will not be unreasonably withheld. It is agreed that access to the plant by a Union representative will not disrupt production.
	11. The Company agrees to permit the posting of notices of Union meetings and other official Union correspondence directly pertaining to employees on a Union bulletin board, located in the Plant. Notices to be placed on the bulletin board are to be signed by a member of the Union Plant Committee or a Shop Steward.

# ARTICLE 5 - SENIORITY

* 1. Seniority shall be defined as the length of service since the last date of hire.
	2. (a) The Company recognizes the principle of seniority in the administration of promotions, demotions, transfers, layoffs and recalls. In this application of seniority under this section, if the employee has the necessary qualifications and the skill and ability to perform in accordance with the job requirements, seniority shall prevail.

(b) Seniority shall be a factor given consideration by the Company when assigning Shift Leaders and Leadhands. The Company will select Shift Leaders and Leadhands from those qualified in the job classification for which the Shift Leader or Leadhand is required.

* 1. (a) New employees shall be regarded as probationary employees for the first four hundred and eighty (480) hours of employment. After the employee successfully completes probation he will be considered a permanent employee and his seniority will be backdated to the start of the probation period.

(b) The Company reserves the right to terminate probationary employees, who are considered unsuitable, at any time during the probationary period.

(c) Probationary employees who remain employed shall be given an oral progress report by their Supervisor. The report shall be given between the 200th and 280th hour worked. If the employee is not making satisfactory progress, the Shop Steward or the Union Plant Committee will be advised.

* 1. An employee’s seniority shall cease if the employee:

(a) voluntarily resigns from the Company;

(b) retires;

(c) is discharged and is not reinstated through the grievance procedure;

(d) is absent without reasonable cause and/or does not notify his supervisor within two (2) working days of an absence;

(e) fails to return from an authorized leave of absence;

(f) fails to report for work on recall or make satisfactory arrangements with the Company within five (5) days after personal notification to such employee, or after written notification to such employee by registered mail, telegram, or messenger has been sent by the Company to his last known address;

(g) is laid off for a period in excess of his recall rights under 5.07.

* 1. In the event of a layoff, the Company may lay off employees by department. Seniority will be applied within a department as provided for in 5.02(a) above. When such layoff is necessary, the Union Plant Committee will be advised of the date of the layoff and those employees involved in the layoff at the earliest possible date. A minimum of one (1) week notice of lay off shall be given to all full time employees.
	2. (a) A permanent employee who is subject to a layoff in his department may bump a less senior employee in a similar or lower classification in another department, provided the more senior employee has the necessary skill and ability to perform in accordance with the job requirements.

Any employee who is subject to a lay off will have one of the following options:

1. Bump
2. Be laid off and put on the recall list
3. In the event of a layoff lasting 4 weeks or longer, employees with 5 years or more seniority will be entitled to severance pay as per article 16.03(b)
4. In the event that a laid-off employee does not have the skill and ability to bump under section (a) and the length of the layoff exceeds ten (10) working days, the employee may bump the most junior employee in the plant (i.e. the employee with the least seniority), provided the bumping employee can achieve the required skill and ability to do the job after a brief familiarization period, including training to a maximum of two (2) days.

(c) In the event of a curtailment of the workforce in the plant the order of layoff will be as follows:

* + - * 1. Relief employees
				2. Probationary employees, except maintenance
				3. Permanent employees, except maintenance
				4. Maintenance employees

(d) Laid off employees, who have recall rights under article 5.07, will be recalled to employment in order of their seniority, provided they have the skill and ability to do the work in question after a brief familiarization period, including training to a maximum of two (2) days.

(e) No new employees will be hired until those employees, who have been laid off and who have recall rights under article 5.07, have been given opportunity of recall under section (d) above.

(f) An employee who has bumped into a different position or who has been recalled into a different position in accordance with the provisions of this article, shall have the option of returning to the position he held prior to his layoff, should that position become vacant during the employee’s recall period under article 5.07.

5.07 Permanent Employees shall retain recall rights as follows:

1. for employees with less than one (1) years seniority; four (4) months;
2. for employees with one (1) or more years’ seniority; eight (8) months;
3. it is the responsibility of laid off employees to keep the Company informed at all times of their current address and telephone number.

5.08 When a permanent job vacancy occurs the Company will post a notice for a minimum of 10 days indicating the qualification essential to fill the vacancy. In selecting a person for permanent appointment, the Company shall take into consideration seniority, the employee’s necessary qualifications, and ability to perform in accordance with the job requirements. The successful applicant must demonstrate during a trial period on the job, which will include training that he has the necessary skill and ability to perform in accordance with the job requirements.

* 1. All permanent employees are eligible to apply for job postings.
	2. (a) Interested employees to a posting will be required to fill an application in duplicate and provide a copy to the Company and Union. The Company will provide a confirmation letter to the employee, copying the Union, and upon close of the posting period the Company will provide a list of all employees who have submitted an application. Upon awarding the job to an employee, the Union will be informed by letter of the successful applicant.
1. Job postings will be awarded within two (2) months or will require reposting.
	1. All promotions outlined in 5.10 above shall be subject to a trial period of thirty (30) working days. During the trial period an employee may voluntarily return to his former job or be returned by Management with no loss of seniority.
	2. If employees with the aptitude and qualifications are not obtained in accordance with the job posting procedure, new employees may be hired.
	3. The parties recognize the Company’s need for the use of temporary employees and agree that it is necessary to have a separate classification for such employees. The following terms apply to their employment with the Company:

A temporary employee is defined as a person hired to provide additional work for the purposes of seasonal peak workload demands, vacation leave, work backlogs, and replacement of regular full time employees due to leave of absence, illness or accident. It is understood that these positions will not affect the security of the permanent workforce.

It is recognized by both the Union and the Company that the use of Temporary Employees, will be in the best interests to the on-going growth of the Company. It is understood that these positions will not affect the security of the permanent workforce.

Temporary employees shall not be used by the company if regular full time employees who are laid off with recall rights are available and willing to work.

Any temporary employee who accumulates 480 hours within a three (3) month period will be offered full time permanent employment. It is understood that temporary employees will be used as Material Packer/General Labour.

Any utilization of temp workers outside this article shall require the Union’s agreement. Such agreement shall not be unreasonably denied.

Temporary employees shall not have seniority status and the Company reserves the right to terminate the employment of temporary employees, who are considered unsuitable, at any time. The Company agrees to deduct and remit Union dues for temporary employees in accordance with 4.02 and 4.03 of Article 4 - Union Security.

# ARTICLE 6 - HOURS OF WORK

1. (a) Twelve Hour Shifts:

Seven (7) days per week, from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m. inclusive of a thirty (30) minute paid meal period.

The shift schedule will be made up of consecutive cycles of: 2 day shifts - 2 days off - 3 day shifts - 2 days off - 2 day shifts - 3 days off - 2 night shifts - 2 days off - 3 night shifts - 2 days off - 2 night shifts - 3 days off.

The work week will average forty-two (42) hours over an eight (8) consecutive week period.

Employees working a twelve (12) hour shift shall be allowed a fifteen (15) minute paid break in each half of the shift.

* 1. Ten Hour Shifts:

Four (4) days per week, from 7:00 a.m. to 5:00 p.m., 5:00 p.m. to 3:00 a.m., inclusive of a twenty (20) minute paid meal period. The shift schedule will be made up of 4 shifts and 3 days off, forty (40) hours per week. Shift rotation is bi-weekly

* 1. Eight Hour Shifts:

Five (5) days per week, from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., inclusive of a twenty (20) minute paid meal period. The shift schedule will be made up of 5 shifts and 2 days off, forty (40) hours per week. Shift rotation is bi-weekly.

* 1. Day Work:

Eight (8) hours per day, 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m., inclusive of a twenty (20) minute paid meal period, five (5) days per week, forty (40) hours per week.

If the Company requires an employee to be available for work during his meal period, such time shall be considered as time worked.

Employees working an eight (8) hour shift in (c) and (d) above shall be allowed a ten (10) minute paid break in each half of the shift.

1. (a) The above schedules are intended to define the normal hours of work. They shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of days of work per week, or of working schedules.
2. A minimum of two weeks’ notice will be given for a permanent shift change unless mutually agreed upon by the Company and the Union.

6.03 The shift starting times outlined in 6.01 above may be changed by mutual agreement between the Company and the Union. An employee may change his individual shift starting time with the approval of his Supervisor.

6.04 Mutual temporary shift swaps will be permitted when requested by the employees involved and approved by the Supervisor. Such request shall not be unreasonably denied, and not to exceed two (2) weeks. Any new arrangement will be at no cost to the employer.

6.05 When an employee reports for his regular shift and no work is provided, he shall receive two (2) hours pay at his regular rate.

6.06 When an employee has commenced his regular scheduled shift, he shall receive a minimum of four (4) hours pay, unless the work is suspended for reasons beyond the Company’s control.

6.07 An employee who is called back at the Company’s request, for work not continuous with his shift, shall be paid for three (3) hours work at his regular rate or for actual hours worked at the overtime rate provided for in Article 7, whichever is the greater. An employee who is called back at the Company’s request after completing his regular daily hours or on his scheduled days off, for work that is not continuous with his shift, shall be paid for actual hours worked at the overtime rate provided for in Article 7, with a minimum guarantee of three (3) hours of overtime, whichever is the greater.

6.08 An employee who is required by the Company to take a training course, that is not production related (e.g. first aid training), shall be paid his regular wage rate for all hours spent attending such training course. Any such hours which exceed the employee’s regular work day or work week shall not be subject to the payment of overtime rates. The training time must be agreeable to the employee. The Company will reimburse the employee for the course tuition/fees and required training material.

# ARTICLE 7 - OVERTIME

7.01 Overtime may be required from time-to-time, depending on workload. Overtime must be pre-approved. In the event overtime is required, employees will be paid as follows:

 (a) Time and one-half: the employee’s regular wage for all hours worked in excess of eight (8) hours per day or forty (40) hours per week

 (b) Double time: the employee’s regular wage for all hours worked in excess of eleven (11) hours a day or forty-eight (48) hours per week.

 (c) Employees whose shifts are twelve (12) hours per day shall be compensated at one and one-half (1 1/2) times the regular wage rate for two (2) hours in any week of the eight (8) week shift cycle that they work their scheduled number of hours and one and one-half (1 1/2) times the regular wage rate for all time worked on the first extra working day during a week and two (2) times the regular wage rate for all hours worked in excess of twelve (12) in a day and two (2) times the regular wage rate for all time worked on any subsequent days off during that week.

 (d) Employees whose shifts are ten (10) hours per day on a four day cycle per workweek, will receive one and one-half (1 1/2) times the regular wage rate on the first hour over 10 hours worked and two (2) times the regular wage for all hours worked over eleven (11) hours on that shift day. Weekly overtime will be paid at one and one-half (1 1/2) times the regular wage rate on any overtime worked above forty (40) hours on a non-scheduled day worked and two (2) times the regular wage for all accumulated hours worked above 48hours in any work week.

 7.02 Overtime shall be on a voluntary basis. However, if an insufficient number of employees with the ability to perform the work volunteer for the overtime, the Company shall have the right to assign such overtime on a reverse seniority basis amongst those employees with the ability to perform the work.

7.03 Overtime shall be distributed as equitably as possible among the employees who normally perform the work. The Company shall keep up to date posted records of all overtime work for the purpose of equal distribution on a monthly basis. Any employee refusing overtime work within his classification shall have the offered time recorded as time offered.

7.04 An employee who works overtime at the end of his regular shift shall receive a ten (10) minute paid break, at the overtime rate, before commencing the overtime work. An employee who works two (2) or more hours of overtime shall be given a twenty (20) minute paid meal period, at the overtime rate. Where overtime of two (2) or more hours is requested on the same day that it is required, an employee working such overtime will be provided with a meal allowance of $10.00 by the Company.

7.05 (a) An employee entitled to overtime pay shall have the option of banking the premium portion of such overtime pay to a maximum of forty-eight (48) hours to be used for compensating time off work. It is the employee’s responsibility to inform his Supervisor if the eligible hours are to be banked. Failure to do so will result in payment being made.

(b) The granting of compensating time off shall be subject to staffing requirements as determined by the Company and must be taken in units equivalent to the employee's regular shift hours. Compensating time off will be paid at the rate at which it was accumulated.

(c) An employee may upon seven (7) working days’ notice, prior to the month end pay period, request that all or part of his banked overtime hours be paid out. Such payment will be at the rate at which it was accumulated and will be paid with the regular month end payroll.

# ARTICLE 8 - WAGES AND NEW CLASSIFICATIONS

8.01 (a) The job classifications, effective dates and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is set out as Appendix ‘A’ of this Collective Agreement.

(b) The rates for the classifications set forth in this Agreement and for any subsequent, mutually agreed to additions hereto, are the agreed upon rates for these classifications. Any employee assigned to a classification shall be paid the listed rate for that classification, except as otherwise provided for herein.

8.02 (a) If any new job classification(s) are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties agree to negotiate a rate for the job(s) in question.

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

8.03 (a) When an employee changes to a lower classification, he shall receive the wage rate in his new classification corresponding to the same hours’ level that he reached in his previous classification.

(b) When an employee changes to a higher classification, he shall receive the start rate in his new classification, except where an employee’s existing wage rate is higher than the start rate in his new classification, in which case the employee shall retain his existing wage rate until his accumulated time in his new classification results in a higher wage rate, after which he will follow the progression of his new classification.

8.04 Employees covered by this Collective Agreement shall be paid bi-weekly.

# ARTICLE 9 - PLANT HOLIDAYS

9.01 The following holidays shall be paid holidays subject to the conditions set forth below.

New Years Day Labour Day

Good Friday Thanksgiving Day

Victoria Day Remembrance Day

Canada Day Christmas Day

B.C. Day Boxing Day

Family Day

and all other Holidays which may hereinafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

9.02 Holiday pay shall consist of a scheduled days pay at the regular wage rate for all employees.

9.03 To qualify for holiday pay for the plant holidays outlined in 9.01 above, an employee must be employed by the Company for a minimum of thirty (30) calendar days and must work on his last scheduled shift before the holiday and on his first scheduled shift following the holiday unless failure to do so is due to any of the following:

(a) When the employee is on paid vacation.

(b) When the employee’s absence is due to a bona fide sickness or injury. In such cases, the Company may require a medical certificate.

(c) When the employee’s absence is due to being subpoenaed for jury duty, crown witness or coroner’s witness.

(d) When the employee is on an approved leave of absence for Union business of not more than one (1) week.

(e) When the employee is on bereavement leave.

(f) When the employee’s absence is due to an approved trade in shifts.

9.04 In the case of eight (8) hour shift employees, plant holidays falling on a Saturday will be observed on the preceding day, plant holidays falling on a Sunday will be observed on the following day. Exceptions will be made only by the mutual consent of the Union Plant Committee and the Company. In the case of compressed workweek employees, plant holidays will be celebrated for all purposes of this Agreement on the days they actually fall.

9.05 An employee covered by this Agreement who works on any of the Holidays listed in 9.01 above shall be paid at one and one-half (1 1/2) times the regular wage rate for all hours worked on such Holiday, plus the applicable Holiday pay. An employee covered by this Agreement who works on Christmas Day and Boxing Day shall be paid two (2) times the regular wage for all hours worked, plus the applicable Holiday pay.

# ARTICLE 10 - VACATIONS

10.01 Vacation will be accumulated on an annual basis based on their anniversary date and tenure with the Company and used in accordance with the following provisions.

10.02 DEFINITIONS:

1. Earned Vacation: Vacation days that are financially accrued monthly and placed into the employee’s vacation bank.
2. Entitlement: Vacation entitlement is the total amount of vacation days which can be taken in a given calendar year. It includes vacation days within the individual’s vacation bank from the previous calendar year, and vacation from the current year not yet earned.
3. Vacation Year: The vacation year also known as the common vacation cycle is a calendar year, January 1st, to December 31st.

10.03 All employees covered by this Agreement shall be granted a vacation entitlement and earned vacation in accordance with the following:

 Years of Service Eligibility Rate of Accrual

 Less than one (1) year 0.83 days per month 4% of gross earnings

 After one (1) year 2 weeks/Yr 4% of gross earnings

 After four (4) years 3 weeks/Yr 6% of gross earnings

 After nine (9) years 4 weeks/Yr 8% of gross earnings

 After fourteen (14) years 5 weeks/Yr 10% of gross earnings

* 1. Vacation pay: Pay for vacation will be made using the following principles:
1. As vacation is earned and accrued at the current rate of pay based on gross wages, vacation payment will be made on the regular pay covering off the period the employee will be on vacation.
2. Prepayment of vacation accruals from their vacation bank will be allowed upon written request. Employees who request payment of vacation accruals from their vacation bank will forfeit unused vacation entitlement at the end of the calendar year, unless a carryover is agreed to by management prior to the end of the year.
3. In the event employees have not used their vacation entitlement and have earned vacation pay that is unpaid at the end of the calendar year, the unpaid vacation pay shall be automatically paid out immediately following the first full pay period during January. All unused vacation entitlement is forfeited at the end of the vacation year unless a carryover is agreed to by management.

10.05 Vacation Use:

1. Employees will be eligible to exhaust all vacation earned and in their vacation bank.
2. Vacations will be approved prior by the individual’s manager/supervisor and made in writing within 5 working days. Employees should not make any vacation commitments until vacation has been approved in writing.
3. Prior to February 15, vacations shall be granted based on seniority. After February 15, vacations will be granted based on the date the request was made.
4. Vacation requests are satisfied in consideration of operational and departmental requirements and therefore, the Company retains the right to approve vacation accordingly based on bona fide business reasons.

10.06 Plant Shut-Downs:

 The Employer may schedule plant/department shut-downs not exceeding two (2) weeks each year provided it gives as much written notice as is reasonable possible but not less than thirty (30) days. During these plant/department shut-downs the Employer may require the service of selected employees and require all remaining employees to utilize either vacation, unpaid leave of absence or choose to be laid off.

10.07 Approving and Cancelling Vacation Requests Procedure:

1. Vacation requests must be approved by the employee’s immediate manager or designate in the absence of the immediate manager who has the responsibility of ensuring employees take their vacation.
2. Vacation requests and cancellations shall be made in writing on a timely basis.

10.08 Employees are responsible to request vacation utilizing their full entitlement. In the absence of the employee requesting vacation which utilizes at least two weeks entitlement, the employer may, at its discretion assign vacation to ensure employees exhaust their minimum entitlement of two weeks.

# ARTICLE 11 - LEAVES OF ABSENCE

11.01 Employees who have completed their probationary period, who are summonsed or subpoenaed for jury selection, jury duty, or as a witness, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Company with a statement of the pay received when claiming the pay difference. Employees, released before four (4) hours who would have been otherwise working on the day of such duty, are expected to report for work for the balance of the day.

1. An employee called for jury or witness duty shall be deemed to be on day shift the period he/she is required to serve or attend Court. The transfer to day shift will be without financial consequence or penalty to the Employer.

11.02 In the event of a death in the immediate family of an employee, the Company shall grant up to five (5) days leave of absence with pay. The number of days that will be granted with pay will be based on length of service with the Company as follows:

Service with Number of days

the Company with full pay

Less than 6 months 1

6 months but less than 2 years 3

2 years but less than 5 years 4

over 5 years 5

The term ‘immediate family’ shall mean spouse, child, step-child, parent, mother-in-law, father-in-law, guardian, sibling, grandchild, grandparent or any person living with an employee as a member of the employee’s family.

11.03 In the case of serious illness or injury of a relative, the Company will make every effort to grant an employee up to four (4) weeks compassionate leave of absence without pay.

11.04 The Company will make every effort to grant personal leave of absence for sufficient cause for a reasonable length of time. Requests for such leaves shall be submitted in writing and shall be granted in writing.

11.05 The Company shall grant maternity and parental leave in accordance with the provisions of Part 6 of the Employment Standards Act of British Columbia.

11.06 If any employee should be elected to act as a delegate for the Union, he shall be allowed, upon sufficient notice, reasonable leave of absence without pay; provided that not more than two (2) employees shall be absent at any one time.

11.07 Seniority shall accumulate during the period of all approved employee leaves of absence.

# ARTICLE 12 - DISCIPLINE

12.01 The Company agrees that an employee bound by this Agreement can only be disciplined for just and reasonable cause.

12.02 The Company agrees to set out its written reasons for any discipline.

12.03 The Company agrees that if it intends to suspend or discharge an employee, a Shop Steward or a member of the Union Plant Committee shall be present.

12.04 The Company agrees that an employee may have access to his personnel file, during normal work hours in the presence of the employee’s Supervisor. Furthermore, the Company shall, at the request of the employee, furnish the employee with copies of any information contained in the file.

12.05 Whenever an employee signs a document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.

# ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 For the purposes of handling grievances, the Union and the Company shall seek to resolve any differences in accordance with the procedures outlined herewith. Should any grievance arise on the part of an employee, the Parties hereto desire that it should be adjusted as promptly as possible in the following manner, and when a joint decision is reached at any step of the procedure, it shall be binding on all Parties.

13.02 Step One

If an employee has a complaint, that employee, along with his Shop Steward shall submit the complaint to the Supervisor within five (5) days after the employee became aware of the matter. The Supervisor shall respond within five (5) days after the complaint was lodged. If the answer is not satisfactory, the complaint may be reduced to writing as a grievance.

13.03 Step Two

The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance and it shall provide a statement as to the remedy or relief being sought. The grievance shall be submitted to the Plant Manager within five (5) days following the receipt of the answer at Step One. The Plant Manager or other management representatives shall meet with the Union Plant Committee as soon as possible, but within thirty (30) days, and management shall submit a written reply to the Griever and the Union within five (5) days following the date of such meeting.

13.04 Step Three

If a settlement is not reached at the second step, and the Union wishes to pursue the grievance to the third step, it shall notify the President within five (5) days after receipt of the answer at Step Two. The grievance will then be reviewed by representatives of the Company and the Union Plant Committee, and a representative of the Union at the earliest mutually convenient date, but within twenty-one (21) working days. The Company shall submit its written answer to the Union Plant Committee and the Union representative within ten (10) days following such meeting. If the grievance is not resolved by the foregoing steps, it may be submitted to Arbitration as provided for in Article 14.

13.05 It is understood that wherever there is a reference to ‘days’ in this procedure, Saturdays, Sundays, and Holidays shall be excluded.

13.06 The Company agrees that the Shop Steward(s) and the Union Plant Committee shall be compensated for reasonable time lost during their regularly scheduled work days at their regular straight time rate of pay when discussing grievances with the Company up to but not including Arbitration.

13.07 Whenever, throughout this grievance procedure, a time limit is stated, the set time may be extended by mutual consent of the Parties.

13.08 Any dispute arising directly between the Company and the Union may be submitted at Step Three of the grievance procedure.

13.09 All grievances relating to the termination of an employee shall be submitted at Step Three of the grievance procedure. Any grievance relating to a suspension may be submitted at Step Three of the grievance procedure.

# ARTICLE 14 - ARBITRATION

14.01 Where a difference arises between the Parties relating to the discipline or discharge of an employee, or to the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 13, notify the other Party, within forty-five (45) calendar days of receipt of the reply at Step Three, of its desire to submit the grievance to Arbitration in a manner as set out below.

14.02 The Parties agree that a Single Arbitrator shall be used as provided for in the Labour Relations Code of B.C. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

14.03 In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

14.04 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 this Agreement or to alter, modify or amend any of its provisions.

14.05 The decision of the Arbitrator shall be final and binding on the Parties and any person affected by it.

14.06 Each Party shall bear one-half (1/2) of the cost of the Arbitrator.

# ARTICLE 15 - SAFETY

15.01 (a) The Union and the Company agree to cooperate to the fullest extent in promoting safety in the Plant. To assist in this mutual purpose, a joint safety committee shall be established, comprising of two (2) members appointed by the Company and two (2) members elected by the bargaining unit. The safety committee shall meet once a month or more frequently if required.

(b) Members of the safety committee shall be paid for all hours spent in safety meetings or accident investigations.

15.02 Where the use of Safety Toe Boots is required by the Company, employees shall be responsible for providing their own, CSA approved, Safety Toe Boots. Effective September 8, 2011, the Company agrees to reimburse an employee, who has completed their probationary period, up to one hundred and fifty ($150.00) towards the cost of approved safety footwear, once every calendar year, upon remittance of a proof of purchase. Employees shall have the option of having their boot allowance administered on the basis of a two calendar year period in order to purchase better quality safety footwear. Employees who elect this option and who do not expend their full yearly allotment ($150) in the first year of the two year period, may accumulate the unused amount so that it is available to be expended in the second year of the two year period, provided that remittance of a proof of purchase is always required. The safety boot allowance provided to maintenance employees, who generally require safety boot replacement more often than operations employees, shall be increased to two hundred dollars ($200.00) per year.

15.03 The Company agrees to provide protective aprons for the Press Department.

15.04 (a) Shift Leaders are required to hold a current Level I Occupational First Aid Certificate and shall have six (6) months to obtain such Level I Certificate. A Shift Leader who fails to obtain a Level I Certificate within the required six (6) months shall have his Shift Leader’s premium reduced by twenty-five cents ($0.25) per hour. Shift Leaders who hold a current Level II First Aid certificate shall have their Shift Leader’s premium increased by seventy-five cents ($0.75) for as long as such Ticket remains current (this amount is in addition to the above $0.25 Level I premium which shall be maintained).

(b) The Company shall designate the number of additional First Aid Attendants, as may be required by the Industrial Health and Safety Regulations of the Workers Compensation Board of B.C. Vacancies for positions of First Aid Attendants in the bargaining unit shall be posted in accordance with Article 5 - Seniority.

(c) The Company agrees to pay for the lost time hours, at the regular hourly wage rate for any Shift Leader or designated First Aid Attendant in the bargaining unit who attends a training program for an Occupational First Aid Certificate. The Company also agrees to pay for the tuition and course materials for any Shift Leader or designated First Aid Attendant in the bargaining unit who successfully completes the training for an Occupational First Aid Certificate. The Company may limit the number of employees who may receive the required training program for a Level II Certificate under this subsection (c).

(d) The premium for First Aid Attendants, other than Shift Leaders who may be members of the bargaining unit, shall be:

Level I Twenty-five cents ($0.25) per hour.

Level II One dollar ($1.00) per hour.

# ARTICLE 16 - ADJUSTMENT PLAN

16.01 If the Company introduces 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.

16.02 The provisions of 16.01 above shall apply in the case of Plant Closure or 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.

16.03 Total Plant Closure and Severance Pay

(a) In the event of a total and permanent plant closure, the Union and affected employees will be provided at least ninety (90) calendar days written notice prior to the date that the closure is to take effect.

(b) Employees who lose employment because of a total and permanent plant closure will be entitled to severance pay as follows:

(i) Severance pay will be equal to one (1) weeks’ pay per year of service to a maximum of twenty-six (26) weeks’ pay.

* + - * 1. Severance is computed on the basis of forty (40) hours straight time pay at the employee’s regular rate of pay.
				2. Partial years of service will be pro-rated in determining severance.

(c) Employees will be paid their severance pay immediately after the Plant’s closure (within fourteen (14) calendar days). Employees who do not work, as normal, until the Plant closes shall forfeit their eligibility to severance pay, unless they are released earlier by the Company.

(d) The amount of severance pay that any permanently laid off employee is eligible to receive under this article is inclusive of all notice or pay in lieu thereof that he/she is eligible to receive under the Employment Standards Act – no duplication of notice or pay in lieu thereof under this article, if the employee receives notice or pay in lieu thereof under the Act.

(e) Employees who receive severance pay under this article shall be terminated in all respects and they shall not thereafter retain any rights of employment under the collective agreement.

# ARTICLE 17 - GROUP BENEFITS

17.01 (a) The Company’s group insurance benefits as summarized in Appendix “B” will be provided for employees covered by this Agreement. Participation in the group insurance benefits shall be mandatory for all eligible employees.

 The cost of the premiums for Basic Group Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment (AD&D), Dental Plan and Short Term Disability shall be shared eighty percent (80%) by the Company - twenty percent (20%) by the employee.

TheCompany will pay one hundred percent (100%) of the cost of the premium for the Employee Assistance Program (EAP). The employee shall pay one hundred percent (100%) of the cost of the premiums for Voluntary Group Life Insurance and Long Term Disability.

 The cost of the premiums for Extended Health Benefits shall be shared eighty-five percent (85%) by the Company – fifteen percent (15%) by the employee.

 The Medical Services Plan of B.C. (MSP) will be provided for employees covered by this Agreement. Employees become eligible for MSP, Single, Couple or Family coverage, on the first day of the month, coincident with or next, following three (3) months of continuous service with the Company by the employee. The cost of the premiums for MSP shall be shared: eighty-five percent (85%) by the Company – fifteen percent (15%) by the employee.

17.02 (a) Provided the employee agrees to pay one hundred percent (100%) of the cost of the premiums, the group insurance benefits, with the exception of Short Term Disability and Long Term Disability, may continue in the case of leaves of absence and in the case of layoff, to a maximum of six (6) months.

Where an employee is absent due to illness or injury, and is in receipt of benefits (or awaiting an appeal of claim) under WCB, Short Term Disability or Long Term Disability, the Company shall continue to pay its share of the premiums to provide Group Benefits as set out in Clause 17.01 for a maximum of twenty-four (24) months, subject to any premium waivers that may apply, provided the employee agrees to pay the required contributions to maintain their share of the premiums. The employee’s payment must be received by the Company prior to the date such premiums must be paid to the insurance carriers.

(b) Provided the employee agrees to pay the required contributions, all group insurance benefits shall continue during maternity leave taken in accordance with the provisions of Part 6 of the Employment Standards Act of British Columbia.

17.03 The Company shall make available a Group Registered Retirement Savings Plan (RRSP) to employees covered by this Agreement. All permanent full-time employees who have completed their probationary period shall be eligible to participate in the Plan. To qualify for (b), (c), and (d) a minimum employee contribution of 2.5% is required.

(a) For employees with two (2) years of completed service with the Company but less than five (5) years of completed service, the maximum matching Company contribution shall be two percent (2%) of the employee’s monthly earnings.

(b) For employees with five (5) years of completed service with the Company but less than ten (10) years of completed service, the maximum matching Company contribution shall be three percent (3%) of the employee’s monthly earnings.

(c) For employees with ten (10) years of completed service with the Company, but less than fifteen (15) years of completed service, the maximum matching Company contribution shall be four percent (4%) of the employee’s monthly earnings. Effective August 1, 2012, the maximum Company matching contribution shall be increased to four and one-half percent (4.50%).

(d) For employees with fifteen (15) years or more of completed service with the Company, the maximum matching Company contribution shall be five percent (5%) of the employee’s monthly earnings. Effective August 1, 2012, the maximum Company matching contribution shall be increased to five and one-half percent (5.50%).

# ARTICLE 18 - DURATION

18.01 This Agreement shall remain in full force and effect from August 1, 2016 to and including July 31, 2020, 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.

18.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union has given strike notice and such strike has been implemented or the Company has given notice of a lockout and such lockout has been implemented, or the Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.

18.03 During the term of this Agreement, including during the continuation period provided for in 18.02 above, there shall be no strikes, walkouts, slowdowns, or other interruptions of work by the employees nor shall the Union declare, engage in, or condone any such activity and there shall be no lockouts by the Company.

18.04 The Parties understand and declare that in case any of the provisions of this Agreement are now or hereafter inconsistent with, or not in conformity with any applicable public laws, Government orders, regulations or rulings, such provisions shall be thereby rendered null and void, or applied in such a manner as will conform with such laws, orders, regulations or rulings and the other provisions of this Agreement shall not be affected thereby.

18.05 The Parties agree to exclude the provisions of Section 50(2) and 50(3) of the B.C. Labour Relations Code.

This Agreement made and entered into this day of , 2016.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

LAYFIELD CANADA LTD. PRIVATE AND PUBLIC WORKERS

 OF CANADA, LOCAL, LOCAL NO. 5

# APPENDIX ‘A’

CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES

A Head Pressman can competently and willingly, within their department, operate all equipment and procedures, train the trainers, and act as a strategic partner with management in the development of current and future business opportunities.

A Head Operator (Extrusion) can competently and willingly, within their department, operate all equipment and procedures, train the trainers, and act as a strategic partner with management in the development of current and future business opportunities.

A Head Converter can competently and willingly, within their department, operate a combination of 2 processes (Slitter/Laminator/Bag Machine) and procedures, train the trainers, and act as a strategic partner with management in the development of current and future business opportunities.

Note: Incremental advancement is subject to satisfactory job performance, provided the employee was afforded the necessary training to achieve satisfactory job performance. Any withholding of incremental advancement may be subject to review under the Grievance and Arbitration provisions of this Agreement.



**PREMIUMS:**

When a shift leader is absent and another employee is designated by the Company as the Acting Shift Leader during such absence, the employee who is so designated and who is actually performing as the Acting Shift Leader shall be paid the shift leader premium. This applies even though there may be another more senior employee working overtime as an operator on the absent shift leaders machine, provided the more senior employee working such overtime has not been designated by the Company as the Acting Shift Leader.

SHIFT LEADER $5.00

LEAD HAND $2.50

AFTERNOON SHIFT $0.35

NIGHT SHIFT $0.60

CONTINUOUS (7/24) $1.00

**ALLOWANCES:**

Tool Allowance(s): All Licenced Journeyman within the Maintenance Department will be entitled to a $350 annual allowance payable on 1 January of each year.

# APPENDIX ‘B’

GROUP INSURANCE BENEFITS

The following represents a summary only of the Group Insurance Benefits coverage available to employees covered by this Collective Agreement. Specific Rights and Benefits, including ‘termination of coverage’, are governed by the terms of the Group Insurance Policy, Plan Document or Plan text providing the Group Insurance Benefits.

**ELIGIBILITY**

Employees and their eligible dependents become eligible for membership in the benefits program on the first day of the month, coincident with or next, following three (3) months of continuous service with the Company by the employee.

**BASIC GROUP LIFE INSURANCE**

Amount - - Three (3) times annual earnings taken to the next higher $1,000.00

- Maximum benefit is $300,000.00

- Coverage reduces by fifty percent (50%) at age 65 and ceases at age 70

Conversion - Upon termination of employment prior to age 65, life insurance may be converted to an individual life insurance policy without evidence of insurability

**DEPENDENT LIFE INSURANCE**

Amount - - Spouse - $10,000.00

Each Dependent Child - $ 5,000.00

**VOLUNTARY GROUP LIFE INSURANCE**

Amount - - Employee and/or Spouse - units of $10,000.00 to a maximum of $200,000.00

**ACCIDENTAL DEATH AND DISMEMBERMENT**

Principal Sum - Equal to three (3) times annual earnings, rounded to the next higher $1,000.00

- Maximum benefit equals $300,000.00

- Coverage reduces by fifty percent (50%) at age 65 and ceases at age 70

**EXTENDED HEALTH PLAN**

Annual Deductible - $25.00 for single

- $50.00 for family

Benefit - 100% of eligible expenses

 - Paramedical coverage; $700 annual with no deduction

- Out of province/out of country - emergency coverage

- No lifetime maximum

Vision Care - Three hundred dollars ($300) for eyeglasses plus one eye examination every twenty four (24) months.

Effective January 1, 2012 - Provision of a RX Prescription Drug Card, inclusive of a dispensing fee deductible cap of eight dollars ($8.00) - i.e. the employee will only be required to pay any dispensing fee that exceeds $8.00. (It is understood that prescription drugs will be removed from the yearly Extended Health Benefit deductible (Single/ $25.00 and family/$50.00). This deductible will then apply to other Extended Health Benefit benefits, as in the past.)

**DENTAL PLAN**

Annual Deductible - Nil

Benefit - Basic Dental - 90% of the cost of routine dental care (Part A)

- Major Restorative Treatment - 50% (Part B)

- The maximum limit per calendar year (Parts A & B combined) - $1,900.00 per insured person

- Coverage based on current Provincial Dental Fee Schedule

- Orthodontic Treatment - 50% per dependent child to age 21, or to age 25 if attending full-time at University or a similar institution - $1,750.00 - lifetime maximum per dependent child

**SHORT TERM DISABILITY**

Benefit - 65% of basic weekly earnings. Increase the coverage from 65% to 75% in year three and four of this agreement.

- Maximum weekly benefit equal to seven hundred and fifty dollars ($750).

- Coverage period - 17 weeks

Waiting Period - The waiting period for disability pursuant to the Insurer’s STD Plan shall be to a

maximum of thirty two (32) work hours.

or

On August 1st, 2018, the waiting period for disability pursuant to the Insurer’s STD Plan shall be to a maximum of twenty four (24) working hours.

**LONG TERM DISABILITY**

Benefit - 60% of basic monthly earnings if ‘totally disabled’ - Maximum monthly benefit - $3,500.00

Total Disability - 24 months - own occupation; thereafter – any gainful occupation

Reduction - Benefit reduced by disability benefits received from WCB, CPP or other Employer sponsored group insurance or pension plan