# **COLLECTIVE AGREEMENT**

Between

# PREPAC MANUFACTURING LTD.

And



Effective March 1, 2018 to February 28, 2021



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### **ARTICLE 1 - RECOGNITION**

# 1.01 Bargaining Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Article 1.02 hereof, for the purpose of establishing rates of pay, hours of work, and other conditions of employment.

# 1.02 Bargaining Unit Defined

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 under the Labour Relations Code of British Columbia.

# 1.03 Bargaining Unit Work

The Company agrees that persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in bargaining unit work, or on any jobs for which the bargaining unit has established a classification and wage rate, except to perform work caused by employee unscheduled absences from the workplace, or to provide relief for breaks where bargaining unit employees cannot be redeployed to perform the work, or for the purposes of instruction and the testing of new products or processes, or in the case of emergencies. Emergencies are defined to mean circumstances where an immediate risk to life or property exists. Notwithstanding the foregoing, the Union agrees that Supervisory and Technical personnel may perform limited bargaining unit functions to assist bargaining unit employees for short periods of time provided that no bargaining unit employee is displaced or otherwise adversely affected.

# 1.04 Work Retention and Sub Contracting

When the Company's facilities, space, and trained personnel are available the Company shall continue to have all work which can be efficiently performed by its employees performed by members of the bargaining unit. Efficiently shall not be deemed to mean simply at a lower hourly labour cost. Notwithstanding the foregoing, the Union agrees that the Company can continue to contract out work which is currently or normally contracted out, provided that no employee shall be laid off directly due to contracting out.

# 1.05 No Other Agreement

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

### 2.01 Recognition

The Union recognizes that the Company has the sole and exclusive right to manage the affairs of the business, and to direct the working forces of the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) Hire, discharge, direct, classify, transfer, lay off, recall, and suspend, or otherwise discipline employees, provided that if an employee has been discharged, or disciplined without just cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
- (c) Make, and enforce, and alter from time to time rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

# 2.02 Rights & Powers

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 provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

### **ARTICLE 3 - UNION SECURITY**

### 3.01 Union Dues Deductions

# (a) <u>Deductions Forwarded</u>

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues, fines, and assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Local Union, on the tenth (10th) working day of the month, immediately following in the manner provided for in Sub Section (b) hereof.

### (b) Cheques Made Out to Local

Cheques shall be made payable to the local Union Secretary Treasurer and forwarded to the local Union.

# (c) Check off Authorization

The Company agrees to have all present and future employees covered by this Agreement, as a condition of employment, sign and maintain the check off

authorization form as supplied by the Union, authorizing the Company to implement the provisions of Article 3.01(a) and (b) hereof.

# (d) <u>Union Membership Maintained</u>

Any employee already hired as of the date of the signing of this Agreement who has joined or who voluntarily joins the Union must maintain Union membership in good standing as a condition of continuing employment. Any employee hired subsequent to the date of the signing of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union within thirty (30) days of initial employment. The Company will not be required to discharge any employee for reasons other than the non-payment of Union dues or assessments, uniformly required, of all members of the bargaining unit.

# (e) Union to indemnify the Company

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 any of the provisions outlined in (a), (c) and (d) above.

### 3.02 Access to Company Premises

The Union Representative(s) shall be allowed access to the Company's premises, upon receiving permission from Management or their nominee, for the purpose of attending to routine Union business. Such permission shall not be unreasonably withheld.

# 3.03 Shop Steward Recognition

The Shop Stewards selected by the Union and recognized by the Company shall be allowed time off during working hours for the investigation and discussion of submitted grievances. When the Company finds it necessary to layoff or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge. In the case of a layoff, the Company agrees to give notice to the Union in accordance with the layoff notice provisions of this Agreement.

### 3.04 No Discrimination for Union Activity

The Company, or a person acting on its behalf, shall not discharge, suspend, transfer, layoff, or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's activity in the Union.

### 3.05 Bulletin Boards

The Union will have the exclusive use of two (2) bulletin boards for the purpose of posting official Union notices which may be of interest to Union members. All such material can only be posted by a Shop Steward. The Union agrees that the bulletin boards shall not be used for the posting of material not directly related to Union business, or information or notices detrimental to the Company or its business.

### 3.06 Paid Education Leave

The Company agrees to pay into a special fund four cents (\$0.04) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments shall be made on a quarterly basis into a trust fund established by the National Union, effective from date of ratification. Cheques shall be made payable to:

Paid Education Leave Unifor Unifor Canada 205 Placer Court Toronto, ON, M2H 3H9

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

# 3.078 Pay for Union Negotiating Committee

The Parties agree that the Company will continue to pay members of the Union Negotiating Committee, with no loss of benefits, for the time spent in negotiations and the Union will reimburse the Company for the wages for all such lost time.

# 3.08 Bargaining Unit Information Update

The Company agrees to supply to the National Union Office in New Westminster, quarterly, an up to date list of names, addresses, postal codes, and telephone numbers for all members of the bargaining unit.

# 3.09 Printing of Collective Agreements

The Company will contribute two hundred fifty dollars (\$250.00) towards the cost of printing the Collective Agreement and making booklets for the members.

### 3.10 Labour & Management Committee

- a) The Parties shall establish a Labour and Management (LAM) Committee, pursuant to Section 53 of *BC Labour Code*, composed of no more than three (3) representatives of the Union and no more than three (3) representatives of the Employer.
- b) The Committee shall meet quarterly (January/April/July/October) for the purpose of discussing issues relating to the workplace and the administration of the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.

### **ARTICLE 4 - HOURS OF WORK**

### 4.01 Definitions

# (a) Work Day

The day shift, night, and afternoon shift are defined as eight (8) consecutive hours inclusive of a one half (1/2) hour paid meal period. The present starting and stopping times can only be changed by mutual agreement between the Company and the Union.

i.e. Day Shift: 7:00 a.m. to 3:00 p.m.

Afternoon Shift: 3:00 p.m. to 11:00 p.m. Night Shift: 11:00 p.m. to 7:00 a.m.

### (b) Work Week

Defined as forty (40) hours. The work week shall normally be from Monday to Friday. If the Company intends to implement a work week which varies from the normal Monday to Friday work week, the Company agrees to consult with the Union with regard to the staffing and scheduling of said work week.

# 4.02 Shift Pay Differential

Employees working the afternoon shift shall receive a shift pay differential of seventy cents (\$0.70) per hour. Employees working the night shift shall receive a shift pay differential of seventy five cents (\$0.75) per hour.

### 4.03 Meal Period

No employee shall be required to work during their designated one half (1/2) hour meal period.

### 4.04 Clean up Time

Employees shall be allowed sufficient time during working hours to return tools and parts and to clean their work area.

### 4.05 Rest Periods

The Company agrees to grant all employees covered by this Agreement on night shift a fifteen (15) minute paid rest period in each half of the shift. The Company agrees to grant all employees covered by this agreement on the day and afternoon shifts a fifteen (15) minutes paid rest period in the first half of the shift.

### 4.06 Shift Rotation

Where an afternoon or night shift is in operation, wherever possible, the Company will schedule employees to the afternoon or night shift on a seniority preference basis. Assignments to an afternoon or night shift will be done in order of reverse seniority.

### **ARTICLE 5 - OVERTIME**

### 5.01 Definition

Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.

### 5.02 Overtime Rates

Overtime shall be compensated at one and one half (1 1/2) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of ten (10) in a day and for all hours worked in excess of forty eight (48) in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.

### 5.03 Overtime Distribution

- (a) The Company agrees that opportunities for overtime shall be distributed equitably, on a rotation basis, among employees in a particular job classification. Employees shall have the prerogative of working or not working the offered overtime.
- (b) Employees who agree to work the offered overtime will be required to work the overtime. Employees exercising their prerogative pursuant to 5.03(a) above, who refuse the offered overtime, will have the number of hours of overtime offered marked on the Overtime Distribution Sheets as "R" (Refused).
- (c) If an insufficient number of employees with the ability to fulfil the job requirements volunteer for the overtime the Company shall have the right to assign such overtime. Any assignment of overtime shall be done on a reverse seniority basis.

### 5.04 Calculation of Overtime

Shift Pay Differential shall be included with the rate of pay for calculation of overtime.

# 5.05 Overtime Rest Periods

Employees requested to work overtime at the end of their regular shift shall receive a ten (10) minute paid rest period at the overtime rate before commencing the overtime. Employees required to work more than two (2) hours of overtime shall be given a twenty (20) minute paid rest period at the overtime rate before commencing the overtime and will be provided with a meal at no cost to the employee.

# 5.06 Working of Overtime When Employees on Layoff

The Company agrees to make every effort to eliminate the need to work overtime while employees are on layoff.

# 5.07 Overtime Bank

(a) An employee entitled to overtime pay in accordance with Article 5.02 above shall

have the option of receiving the pay, or upon sufficient notification to the Company, of banking the overtime pay to a maximum of forty (40) hours of straight time pay to be used for paid personal time off.

- (b) Time off shall be taken in increments of eight (8) hours and shall be scheduled by mutual agreement between the Company and the employee. The hourly pay for personal time off shall be at the current rate for the classification that the employee occupied at the time the overtime was worked.
- (c) An employee may opt to cash out banked overtime at the current rate for the classification that the employee occupied at the time the overtime was worked.

### **ARTICLE 6 - VACATIONS**

### 6.01 Vacation Entitlement Rates

Employees who work a minimum of one thousand and eight hundred (1,800) hours during the twelve (12) months preceding their last anniversary date shall be entitled to vacation pay as outlined in (a), (b), and (c) below. Vacation pay for employees who work less than one thousand and eight hundred (1,800) hours during the twelve (12) months preceding their last anniversary date shall be calculated on the percentage of gross earnings as outlined in (a), (b), and (c) below.

- (a) One (1) year of completed employment but less than four (4) years of completed employment two (2) weeks full pay or four percent (4%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date, whichever is greater.
- (b) Four (4) continuous years of completed employment but less than nine (9) years of completed employment three (3) weeks full pay or six percent (6%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date, whichever is greater.
- (c) Nine (9) continuous years of completed employment but less than twenty (20) years of completed employment four (4) weeks full pay or eight percent (8%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date, whichever is greater.
- (d) Twenty (20) continuous years of completed employment and thereafter five (5) weeks full pay or ten percent (10%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date, whichever is greater.

### 6.02 Vacation Calculation

An employee's vacation time and vacation pay shall be calculated from their date of hire with the Company and subsequent anniversary dates.

# 6.03 Vacation Scheduling

### (a) <u>Earned Vacation</u>

Employees will be entitled to schedule and take any vacation earned up to their anniversary date immediately preceding the vacation.

# (b) <u>Scheduling Limitations</u>

Not more than two (2) employees per classification may be away at any one time. The Company agrees that more than the number of employees stipulated above may be away at any one time provided adequate staff is available to meet production requirements.

# (c) Scheduled by March Using Seniority

Vacation scheduling for the period of March 1<sup>st</sup> to February 28<sup>th</sup> will be arranged during the month of January each year in accordance with seniority. The vacation planner schedule shall be posted by January 1<sup>st</sup> of each year and taken down by January 31<sup>st</sup> with confirmation being given, in writing, by February 15<sup>th</sup>. Each employee's schedule shall not be altered unless by the mutual consent of the Company and the employee.

### (d) <u>Divided Vacations</u>

Where employees divide their vacation into more than one period, seniority will govern in scheduling with respect to first choices, first; second choices, next; etc.

# 6.04 Vacation on Statutory and Paid Holidays

Should a Statutory or Paid Holiday occur while an employee is on annual vacation, they shall receive an additional day off with pay.

### 6.05 Requirement to Take Vacation

Employees are required to take at least two (2) weeks vacation as paid time off each vacation year. An employee entitled to more than the minimum annual vacation in accordance with Article 6.01 above shall be allowed to bank such extra vacation to a maximum of four (4) weeks for the purpose of taking an extended vacation. The scheduling of such extended vacation will be subject to the provisions of Article 6.03 above. Vacation pay will be paid at the time vacations are taken.

### 6.06 Vacation Pay on Termination

An employee who leaves the employ of the Company shall be paid vacation pay at the time of termination based on the entitlements in Article 6.01 above.

### **ARTICLE 7 - STATUTORY AND PAID HOLIDAYS**

### 7.01 Holidays Designated

All employees shall receive the following Statutory and Paid Holidays with pay at their regular straight time rate. The designated days shall be:

New Year' Day

B.C. Day

Family Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day

Remembrance Day

Canada Day

Christmas Day

**Boxing Day** 

In addition to any other day proclaimed by the Provincial or Federal Government.

In addition to the above noted holidays, after one (1) year of completed employment, employees are entitled to take two (2) "Personal Floating Days" to be taken at a time mutually agreed to between the employee and the Company. Personal Floating Days can be banked up to a maximum of four (4) days. Once an employee reaches four (4) Personal Floating Days banked, two (2) Personal Floating Days must be used prior to scheduling vacation.

# 7.02 Eligibility

To be eligible for the above Statutory Holiday pay, an employee must work their recognized work day immediately before and immediately after the holiday unless they go on authorized leave, medical leave, or are laid off within fourteen (14) days of a holiday designated in Article 7.01 above.

### 7.03 Falling on Day Off

Employees shall receive another day off with pay for any Statutory or Paid Holiday that falls on their regular day off.

# 7.04 Payment for Work on a Statutory Holiday

- (a) All work performed on a Statutory Holiday shall be compensated at one and one half (1 1/2) times the regular wage rate for the first ten (10) hours worked in that day and two (2) times the regular wage rate for all hours worked in excess of ten (10) in that day.
- (b) In addition to the payment of wages as in (a) above the employee shall be given a regular working day off with pay.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

# 8.01 Procedure

Any difference between the parties concerning the interpretation, application, operation, or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be handled in accordance with the following Grievance Procedure.

# (a) Step 1

Prior to filing a grievance, the employee involved is encouraged to make an earnest effort to resolve a grievance directly with their Supervisor. At their option, the employee may be accompanied by their Shop Steward.

# (b) **Step 2**

Failing satisfactory settlement at Step 1 the Shop Steward on behalf of the employee who has a grievance or a group of employees having a grievance dealing with the same issue, shall file a written grievance with the General Manager, or their designated representative within ten (10) working days after the occurrence of the alleged grievance, or within ten (10) working days of the date on which the employee first had knowledge of the issue. The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the Agreement that has been violated, and it shall provide a statement as to the remedy or relief being sought. Where necessary, a meeting to seek a resolution of the grievance shall be convened within five (5) working days of the filing of the grievance. The General Manager, or their designated representative shall render a decision on the grievance within five (5) working days after receipt of the grievance, or where a meeting is held within five (5) working days after the grievance meeting. The Union's Staff Representative may attend any meeting held at Step 2 of the grievance procedure.

# (c) **Step 3**

Failing satisfactory settlement at Step 2, the Union may refer the grievance to Arbitration.

# 8.02 Grievor's Right to Representation

At all steps of the grievance procedure, the Grievor shall have the right to be represented by the Shop Steward and/or the Union's grievance representative.

# 8.03 Grievor's Right to be Present

The Grievor may elect to be present at any stage of the Grievance Procedure.

# 8.04 Group, Union, Policy or Discharge Grievances

Group, Union, Policy, or Discharge Grievances shall be admitted at Step 2 of the Grievance Procedure.

# 8.05 Company Grievances

The Company may file policy or general grievances at Step 2 of the Grievance Procedure.

### 8.06 Technical Errors or Omissions

No technical error or omission will render a Grievance inarbitrable.

### 8.07 Time Limits

The time limits specified in Article 8.01 above may be extended by mutual agreement between the Company and the Union.

### 8.08 Time to Process Grievance

Absence from work, without loss of pay, shall be permitted where it is required in connection with the handling of a grievance, or a potential grievance, provided that permission is received in advance from the Supervisor. Such permission shall not be unreasonably withheld.

### **ARTICLE 9 - ARBITRATION**

### 9.01 Procedure

Any grievance arising out of this Agreement which cannot be settled by the Company and the Union under the Grievance Procedure outlined in Article 8 of this Agreement shall be determined in the following manner.

# (1) Single Arbitrator Selection

The parties agree that a single Arbitrator shall be used as provided for in the *Labour Relations Code*. 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.

# (2) <u>Failure to Agree</u>

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.

# (3) Arbitrator

The Arbitrator will be encouraged to commence a hearing within ten (10) working days of their appointment and to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

# (4) Powers of the Arbitrator

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.

# (5) <u>Decision Final and Binding</u>

The decision of the Arbitrator shall be final and binding on both Parties.

# (6) Costs

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

### **ARTICLE 10 - DISCIPLINE**

### 10.01 Just Cause

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

# 10.02 Reasons for Discipline Written

The Company shall set out its written reasons for any discipline, suspension, or discharge of an employee. The Company shall be limited to such reasons in any future proceedings under the grievance and arbitration provisions of this Agreement.

# 10.03 Right to Representation

The Company agrees that if it intends to implement written discipline, or if it intends to suspend or discharge an employee, a Shop Steward shall be present provided this does not result in an undue delay in the implementation of a suspension resulting from gross misconduct which occurs on a shift where a Shop Steward is not present.

# 10.04 Employee and Union Advised of Complaint

No discipline shall be recorded against an employee nor may be used against them at any time unless said employee and the Union are advised accordingly, in writing, within ten (10) working days of the Company's knowledge of the incident or occurrence giving rise to the discipline. The ten (10) day time limit maybe waived upon mutual agreement between the parties which shall not be unreasonably denied.

### 10.05 Access to Personnel File

The Company agrees that an employee shall have access to their personnel files during normal work hours in the presence of their Supervisor, and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on their file. Copies of all entries into the personnel file will be given to the employee at the time of filing.

### 10.06 Signing not Agreement

Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

### 10.07 Removal of Records

Any discipline on an employee's record shall be removed from their record after twenty-four (24) months providing they have has not been subject to any further discipline in the twenty-four (24) month period. After removal from the record, such discipline will not be used against them in future proceedings.

### **ARTICLE 11 - SHOP HEALTH AND SAFETY**

# 11.01 Responsibility

The Company agrees to initiate and maintain all necessary precautions in order to provide high standards of health and safety in the work place. The Company shall comply with applicable Federal, Provincial, and Municipal Health and Safety legislation and regulations.

### 11.02 Health and Safety Committee

- (a) The Health and Safety Committee shall have a minimum of two (2) members from the bargaining unit selected by the Union.
- (b) Regular Health and Safety Committee meetings shall be held monthly and minutes of these meetings shall be posted.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (d) Time spent by bargaining unit members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

The Company and the Union agree that the Health and Safety Committee shall be responsible for disseminating information to members of the bargaining unit. Topics to be covered shall include, but shall not be limited to:

- (i) The role of the Health and Safety Committee.
- (ii) The procedure to be followed in the investigation of accidents and near misses.
- (iii) The procedure for the disclosure of information about hazardous materials.

The Company agrees to supply the facilities and bear the costs of providing any such information.

# 11.03 Right to Accompany Inspectors

When a Shop Inspection is made by an Inspector authorized to enforce any Act or Regulation pertaining to Industrial Health or Safety, a Union representative of the Health and Safety Committee shall be included in the tour and a copy of the Inspector's report shall be made available to the entire Health and Safety Committee.

# 11.04 No Disciplinary Action

No employee shall be disciplined or discharged for refusal to work on a job, or in any work place, or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable Federal, Provincial, and Municipal legislation or regulations. In the case of such refusal there shall be an immediate investigation by the Joint Health and Safety Committee. There shall be no loss of pay while the matter is being resolved to the satisfaction of the Committee.

# 11.05 Health and Safety Clothing, Tools, and Equipment

Where the nature of the work or working conditions so require employees shall be supplied, at the Company's expense, with all necessary tools, protective clothing, and safety equipment where required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C. and such shall be maintained and replaced where necessary at the Company's expense. Where the use of Safety Too Boots are required by the regulations, employees shall be responsible for providing their own CSA approved Safety Too Boots. The Company agrees to reimburse an employee who has completed one (1) year of service the cost of approved safety footwear to a maximum of one hundred and twenty dollars (\$120.00), once per calendar year, upon remittance of a proof of purchase.

# 11.06 Training and Instruction

- (a) No employee shall be required or allowed to work on any job, or operate any piece of equipment, until they have received proper training and instruction.
- (b) Within three (3) months of ratification, the Health and Safety Committee will develop an emergency evacuation plan to be implemented in the event of a fire, earthquake, or other circumstance where imminent threat to life exits. The plan shall include emergency drills to be practiced on Company time not less frequently than every twelve (12) months (as per BC Safety Code).

# 11.07 Working Alone

No employee will be required to work alone in the Plant on any shift.

### 11.08 First Aid Attendants

- (a) The Company shall designate First Aid Attendants, who shall be members of the bargaining unit, holding a current Industrial First Aid Certificate, in accordance with the Industrial Health and Safety Regulations of WorkSafe BC. In the event of the absence of a designated First Aid Attendant, due to illness, vacation, or leave of absence, it shall not be a violation of this Agreement for the Company to fill the position with a non-bargaining unit employee.
- (b) The Company agrees to pay for the tuition and course materials of any designated First Aid Attendant who successfully completes the training for an Industrial First Aid Certificate. Furthermore, where the Company requires an employee to take such training during working hours, it shall be without loss of pay.
- (c) The premium for designated First Aid Attendants who may be members of the bargaining unit shall be seventy cents (\$0.70) per hour.

# 11.09 Injured Worker Provisions

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay.
- (b) Such employee shall be provided with transportation to a Doctor, or to a hospital, and to their home, if necessary.

# 11.10 Rehabilitation of Disabled Workers

The Company agrees to provide any employee who suffers a permanent disability while on the job with a suitable replacement job if such is available and to bypass such employee in the event of a layoff provided their job continues during the layoff.

### 11.11 Workers Compensation Board

In the event the Company protests an employee's claim for Workers Compensation the Company agrees to advise the Union, in writing, with an outline of the reasons for the protest, and to provide copies of any correspondence to the Workers' Compensation Board regarding the protest.

### 11.12 Updating Absences

An employee who is absent for more than thirty (30) days due to illness or injury is required to update the Company on a regular and ongoing basis as to the status of their return to work.

### 11.13 Sick Leave

In instances where it appears that a pattern of absence is developing, or for legitimate reasons, the Company may request from an employee satisfactory proof of illness from a qualified medical practitioner.

If requested to provide information that is more than a common doctor's note, the Company agrees to pay the cost of the medical information requested.

### **ARTICLE 12 - SENIORITY**

# 12.01 Principles & Probation

### (a) Seniority Principle

For the purpose of this Agreement seniority means the length of continuous service with the Company since an employee's last date of hire except as expressly provided herein, and shall have reference to an employee's right to a job based upon their length of service with the Company provided they have the ability to fulfill the job requirements.

# (b) Probationary Period

Newly hired employees will not accumulate any seniority until the probationary period has been served. The probation period will be for sixty-five (65) shifts actually worked. Upon completion of the probationary period, if successful, the employee will have their seniority backdated to the date of the commencement of the probationary period. During the probationary period the Company may terminate a probationary employee if the probationary employee is not suitable for continued employment.

### 12.02 Maintaining Seniority:

An employee shall retain Seniority rights and their employment whose they;

- (a) absence due to injury or illness;
- (b) all authorized leaves of absence;
- (c) absence of up to twelve (12) months due to lay off for employees with up to two (2) years of service, and absence of up to eighteen (18) months due to layoff for employees with over two (2) years of service;
- (d) all periods of up to six (6) months spent outside the bargaining unit.

# 12.03 Seniority Standing:

An employee shall lose Seniority rights and their employment, subject to the grievance procedure whose they;

- (a) voluntarily resigns from the Company;
- (b) overstays an authorized leave of absence unless detained for legitimate cause, i.e. for reasons beyond the individual's control, and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (c) is discharged for just cause and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report within five (5) working days of receiving notice by registered mail, at the last known address, except when the failure to report within the specified time limit was for legitimate cause, i.e. for reasons beyond the individual's control, and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (e) is still on layoff and the seniority retention period has elapsed as described in Article 12.02 (c);
- (f) is outside the bargaining unit for more than six (6) months as described in Article 12.02 (d).

### 12.04 Recall Procedure

Laid off employees with seniority will be given the first opportunity to be recalled provided they have the ability to fulfil the job requirements. Employees will be notified of recall by telephone or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than five (5) working days after receipt of the registered notice at the last known address. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Shop Steward.

### 12.05 No New Employees Hired

New employees will not be hired in a classification while an employee in the same classification is on layoff.

### 12.06 Layoff Procedure

When a layoff becomes necessary probationary employees shall be laid off first; thereafter, the Company may lay off employees by classification in accordance with Company seniority, or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work. An employee who is subject to a layoff may bump an employee with less Company seniority provided they already possesses the skill and ability to fulfil the job requirements.

### 12.07 Notice of Layoff

Except where production is interrupted due to a lack of material, for reasons beyond the control of the Company, or due to an Act of God, the Company will provide a minimum of one (1) weeks' notice, or pay in lieu thereof.

### 12.08 Seniority Lists

The Company will prepare seniority lists of all employees in the bargaining unit and make the list available to the Shop Steward and the Union Office within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate, and classification of an employee who does not protest their status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- 1. employee's name,
- 2. employee's starting date,
- 3. employee's classification,
- 4. probationary employees will also be shown on the list.

In additional, the Union will be provided with each employee's current address and telephone, which must remain confidential. It is the responsibility of all employees to keep the Company informed of their current address and telephone number.

# 12.09 Seniority Lists Additional

Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once every three (3) months.

# 12.10 Severance Pay

Where an employee is subject to lay off pursuant to Article 12.06 the employee shall, at the time of layoff, have the option of retaining recall rights as set out in Article 12.02 (c), or accepting pay which will be paid in such amount as required under Section 63 of the *Employment Standards Act of British Columbia*. Where an employee elects this option they waive any right or entitlement under this Agreement and will not be eligible for recall. Notice provided under Article 12.07 will not be taken into account or applied to reduce the amount of severance pay payable to an employee.

# 12.11 Technology Change

Should the introduction of a technological change lead to the layoff of employees in the bargaining unit, the Employer must do the following:

- i) Provide at least twenty (20) days notice to the Union and employees affected.
- ii) Consult with the Union prior to the change taking place.

This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

### **ARTICLE 13 - JOB POSTING AND JOB AWARDS**

### 13.01 Posting Provisions

All job vacancies within the bargaining unit of more than thirty (30) days will be posted on all Company bulletin boards for three (3) working days. Copies of all job postings (Internal and external) shall be sent to the Union office.

### 13.02 Preference

- (a) The filling of job vacancies, lay-offs, and recall after layoffs within the bargaining unit will be determined by seniority provided that the employee has the ability to fulfill the job requirements. A trial period of not less than five (5) working days shall be provided during which the employee must demonstrate their ability to perform the work to an acceptable standard. It is understood that the five (5) day trial period is not a training period, but is intended to provide an opportunity for the employee to be oriented to the new job and to demonstrate the ability to perform the job to an acceptable standard. If the employee is unable to fully perform all aspects of the job within the five (5) working day period they shall return to their previous position. The five (5) working day period may be extended by mutual agreement.
- (b) Where the Company determines that training opportunities are to be provided, such training positions shall be posted, which may be on any shift. Employees selected to these positions shall receive training on specific jobs when operational requirements permit. Employees must apply for these training positions by signing their name on the postings. Employees who have been promoted to a higher level position cannot apply for a training position at the same level for a period of two (2) years following the date of promotion, unless mutually agreed otherwise. Applicants for these training positions shall be required to complete a basic ability/aptitude test provided by the Company. Applicants who complete the test to the satisfaction of the Company shall be awarded the training position in order of seniority.
- (c) Employees awarded training positions shall be used in a relief capacity provided they are able to fulfill the job requirements to a reasonable degree. If after a reasonable period of time, the employee in the training position is unable to perform the work to an acceptable standard, they will be removed from the training position and will not be eligible for relief work or permitted to apply for subsequent training positions for the same job for a period of one (1) year.
- (d) Where there is no designated relief person on the shift in question, short-term relief assignments of less than five (5) working days shall be filled at the Company's discretion. However, a temporary relief position that exceeds three (3) consecutive months of full-time relief shall be posted and filled in accordance with (a) above.

(e) Notwithstanding paragraph (b) above, it is agreed that in most cases, the senior employee who has worked successfully in a relief capacity shall fill any appropriate job vacancy and no posting will be required.

### 13.03 Employee Absence

If an employee is not at work for the following reasons when a job is posted, they may apply for the job if they do so within three (3) working days of their return to work, providing the absence from work is for a period not exceeding thirty (30) days.

- 1. Vacation
- 2. Authorized leave of absence
- 3. Absence resulting from accident or illness
- 4. Absence on Workers' Compensation

Due to production requirements the Company may temporarily fill the job vacancy prior to the return of the employee.

### 13.04 No Qualified Applicants

In the event that none of the applicants meet the requirements of the job in relation to Article 12.01(a) of this Agreement, the Company may fill the vacancy in accordance with Article 3.02 of this Agreement.

### **ARTICLE 14 - GENERAL PROVISIONS**

# 14.01 Work Away From Plant

Employees required to report for work outside the Company's premises shall be paid for all travelling time, transportation expenses, and incidental expenses upon presentation of receipts.

# 14.02 Moonlighting

No employee shall undertake any work outside the Company which could be construed in any way as being competitive with the Company. Violations of this Clause may be subject to discipline by the Company.

### 14.03 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels, and wash basins. These shall be provided by the Company.

### 14.04 Lunch Room

The Company agrees to provide adequate ventilated lunch space of a sufficient size to accommodate the employees. The Company will maintain the current practice of supplying coffee, tea, and condiments.

# 14.05 Union Support Not Subject to Discipline

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross a legal picket line shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

### **ARTICLE 15 - LEAVES OF ABSENCE**

### 15.01 Bereavement Leave

In the event of a death in the immediate family of an employee the Company shall grant up to three (3) days leave of absence with pay. In the event the employee attends an out-of-province funeral the Company shall grant two (2) additional days leave of absence, with pay, upon verification of the out-of-province travel. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparents, mother in law, and father in law.

# 15.02 Jury Duty

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.

# 15.03 Leave for Union Business

- (a) If any employee of the Company should be selected to act as a delegate for the Union, they shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business. To facilitate the administration of this Article, Union Leave shall be with full pay and benefits and the Company will bill the Union for the costs.
- (b) If an employee of the Company is selected to serve the Union on a full-time basis, upon sufficient notification to the Company, they shall be considered to be on leave of absence without pay for a maximum period of three (3) years. During such leave of absence, seniority shall continue to accumulate. Upon completion of the leave of absence, they shall be re-employed in the same type of work which they performed prior to the leave of absence. Not more than one (1) employee shall be so absent at any one time.

### 15.04 Leave for Personal Reasons

Upon written request to the Company an employee may be granted an unpaid leave of absence of up to ninety (90) days. Except in the case of a family emergency, an employee shall only be entitled to take one (1) such leave of absence every three (3) years. Company approval shall not be unreasonably withheld provided adequate staff is available to meet

production requirements, and further provided that the employee has used up all available vacation time, and Personal Floater Days prior to taking the leave of absence. Seniority protection shall be provided as per Article 12.02(b). If the employee takes a job elsewhere during this leave of absence without the written approval of the Company, they will be considered as having terminated their employment.

# 15.05 Maternity and Parental Leave

The Company shall grant unpaid Maternity and/or Parental leave of absence in accordance with Part 6 of the *Employment Standards Act* of the Province of British Columbia.

### **ARTICLE 16 - GROUP BENEFITS**

# 16.01 Group Benefits and Health and Welfare Plans

(a) The Company's benefit package as set out in Appendix B of this Agreement, will be provided for employees covered by this Collective Agreement. The Company shall pay for the cost of the premiums for Life Insurance, AD&D, Dependant Life, Dental, and Major Medical. Effective August 1, 2014, the Company will pay one hundred percent (100%) of the cost of the Weekly Indemnity premium, to a maximum of twenty two dollars (\$22.00) per person per month.

# (b) The B.C. Medical Services Plan (M.S.P.)

The Company shall pay one hundred percent (100%) of the M.S.P. premiums, single, couple, or family coverage for all employees, commencing on the 1st of the month following completion of the employee's probationary period.

# (c) <u>Limitation of Company's Responsibility</u>

The Company's responsibility is limited to the payment of its share of the premiums as set out above and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Company. The Company shall not be liable or held responsible for any decision made by an insurance carrier in assessing or adjudicating a benefit claim.

(d) The Company shall recognize the definition of spouse to include common-law same sex partners and any other partnership recognized by the law in the Province of British Columbia or within the Federal jurisdiction for the purposes of entitlements for all employee benefits contained in this Collective Agreement.

# 16.02 Benefits Maintained on WCB.

When an employee is on Workers' Compensation, the Company agrees to continue the Group Benefits, as outlined in Article 16.01 above, for up to a maximum of six (6) months for employees with up to three (3) years of service, and for up to a maximum of twelve (12) months for employees with more than three (3) years of service.

### 16.03 Benefits Maintained on Layoff

The Company agrees to continue the Group Benefits, as outlined in 16.01 above, for laid off employees for one (1) month beyond the month in which the layoff occurred. Such continuation of benefits will be cancelled if the laid off employee obtains employment elsewhere.

# 16.04 Bridge Financing

In order to assist an employee who is sick or injured and who is entitled to WCB benefits or E.I. benefits, the Company agrees to advance any such employee two hundred dollars (\$200.00) per week until the benefits commence. All advances will be subject to the employee signing a promissory note to repay such advances and to repay the Company the funds received from WCB. or E.I. immediately upon receipt of such payments.

### **ARTICLE 17 - WAGES**

# 17.01 Wage Schedule

- (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 upon additions thereto, are the agreed upon rates for those classifications and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement.

# 17.02 New or Change Job Classification

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

# 17.03 Work in Higher Classifications

An employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification provided the employee works one (1) or more consecutive hours in the higher classification.

# 17.04 Pay Days

Wages shall be paid bi-weekly, with a maximum of five (5) working days' pay held back, in a manner convenient to the Company but in such a way as to eliminate waiting on the part of

the employees. Employees will be given a proper statement of all hours, indicating overtime hours, earnings, and deductions covering each pay period.

# 17.05 Pay Guarantee

Where the pay or paycheque is not ready on the payday, a cheque for the full amount shall be issued.

### **ARTICLE 18 - ADJUSTMENT PLAN**

# 18.01 Adjustment Plan

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.

### **ARTICLE 19 - HUMAN RIGHTS AND HARASSMENT**

# **19.01 Policy**

It is the Company's policy to create a work environment that does not tolerate discrimination against a person with respect to employment, or any term or condition of employment, because of that person's race, colour, ancestry, place or origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, or because of their conviction of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. Further, it is the Company's policy to create a work environment that does not tolerate sexual harassment.

# 19.02 Complaint Procedure

A Complainant may file a written complaint with the General Manager or their designated representative who shall, without delay, investigate the complaint, in confidence, in accordance with the policy outlined in Article 19.01 above. Any employees reporting any incident of discrimination or sexual harassment is guaranteed protection from reprisal due to their filing such complaint. When a complaint involves a member of the bargaining unit, the Union shall be given the opportunity to fully participate in the investigation.

# 19.03 Transfer of Employee

Where sexual harassment is proven and results in the transfer of an employee it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

### 19.04 Other Third Party Remedies

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of discrimination or sexual harassment, including but not limited to the filing of a Human Rights Complaint.

### **ARTICLE 20 - DURATION**

# 20.01 Duration of Agreement

This Agreement shall be effective from March 1, 2018 up to and including February 28, 2021 subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the date of February 28, 2021, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

# 20.02 Continuation and Bargaining

- (a) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Employer commences a legal lockout; or
  - (iii) the parties enter into a new or further Agreement.
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

# 20.03 Duration as Agreed Only

By agreement of the parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

# 20.04 No Strike, No Lockout

During the term of this Agreement, or during the continuation period provided in Article 20.02 (a) above, there shall be no strike by the Union, or lockout of employees by the Company.

### SIGNATORY PAGE

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 17<sup>th</sup> day of October 2018 in the city of New Westminster.

PREPAC MANUFACTURING LTD.

(the Company)

Lars/Paegel / VP Manufacturing

Operations & Distributions

M Mathison President **Unifor, LOCAL 114** 

(the Union)

Cynthia Anderson

Representative, Local 114

**Alvils Keverts** 

Shop Steward, Local 114

-Balgiaz Khan

Bargairing Committee, Local 114

Marlowe Barrientos

Bargaining Committee, Local 114

**Mark Cameron** 

National Representative

APPENDIX A

CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES

|               |    |        | Ratification |        | March 1/19 |        | March 1/20 |
|---------------|----|--------|--------------|--------|------------|--------|------------|
| Start         | 1A | \$0.43 | \$15.00      | \$0.40 | \$15.40    | \$0.40 | \$15.80    |
| After 6 mos.  | 1B | \$0.40 | \$15.19      | \$0.40 | \$15.59    | \$0.40 | \$15.99    |
| Start         | 2A | \$0.45 | \$16.07      | \$0.45 | \$16.52    | \$0.45 | \$16.97    |
| After 6 mos.  | 2B | \$0.45 | \$16.60      | \$0.45 | \$17.05    | \$0.45 | \$17.50    |
| Start         | 3A | \$0.50 | \$18.79      | \$0.50 | \$19.29    | \$0.50 | \$19.79    |
| After 6 mos.  | 3B | \$0.50 | \$19.38      | \$0.50 | \$19.88    | \$0.50 | \$20.38    |
| Start         | 4A | \$0.50 | \$20.45      | \$0.50 | \$20.95    | \$0.50 | \$21.45    |
| After 6 mos.  | 4B | \$0.50 | \$21.15      | \$0.50 | \$21.65    | \$0.50 | \$22.15    |
| Start         | 5A | \$0.50 | \$25.31      | \$0.50 | \$25.81    | \$0.50 | \$26.31    |
| After 6 mos.  | 5B | \$0.50 | \$26.27      | \$0.50 | \$26.77    | \$0.50 | \$27.27    |
| Start         | 6A | \$0.50 | \$20.83      | \$0.50 | \$21.33    | \$0.50 | \$21.83    |
| After 1 Year  | 6B | \$0.50 | \$22.26      | \$0.50 | \$22.76    | \$0.50 | \$23.26    |
| After 2 Years | 6C | \$0.50 | \$23.68      | \$0.50 | \$24.18    | \$0.50 | \$24.68    |
| After 3 Years | 6D | \$0.50 | \$25.12      | \$0.50 | \$25.62    | \$0.50 | \$26.12    |
| After 4 Years | 6E | \$0.50 | \$26.55      | \$0.50 | \$27.05    | \$0.50 | \$27.55    |
| After 5 Years | 6F | \$0.50 | \$27.94      | \$0.50 | \$28.44    | \$0.50 | \$28.94    |

A one-time lump sum payment of \$700 (gross) will be paid a separate cheque for all unionized employees covered by this collective agreement hired on or before the date of ratification. The payment will be provided within two (2) weeks of the date of ratification.

### **LEAD HAND**

A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is recognized as having exceptional skill and ability in their classification. A Lead Hand shall be paid a premium of four percent (4%) over and above their regular classification hourly rate.

# **CHARGE HAND**

A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who may be held responsible for the quality and the quantity of the work. A Charge Hand shall be paid a premium of twelve (12%) percent over and above their regular classification hourly rate.

# **GROUP LEADERS**

A Group Leader is an employee in the bargaining unit who shall assist the Supervisor/Manager and who will be responsible for any or all of the following:

(a) Training employees.

- (b) Providing motivation to employees in attaining the Company's objectives of safety, quality, and quantity of output.
- (c) Transmitting work instruction and specifications to employees in their work area.
- (d) Solving work problems in their work area.
- (e) Signing wage adjustment sheets.
- (f) Consulting with the Supervisor/Manager with respect to employee evaluations.
- (g) Performing the same or similar duties as employees in their work area.
- (h) Performing such other duties as may be assigned from time to time by the Supervisor/Manager.

When the Company is required to hire a new employee as a Group Leader, such new employee shall serve a probationary period of one hundred and twenty five (125) shifts actually worked.

Group Leaders jobs shall be posted but Group Leaders are hired and retained as Group Leaders at the sole discretion of the Company and are not subject to the process for filling of vacancies as set out in Articles 12 and 13. Group Leaders may be placed at any level on the above wage scales at the discretion of the Company.

Subject to Article 5 - Overtime, the work day and/or the work week for Group Leaders shall be established by the Company, and may be varied from time to time, in order to allow Group Leader's to fulfill their duties and responsibilities as outlined above.

Should the Company hire or promote employees to supervisory positions in order to carry out the duties and responsibilities now assigned to Group Leaders the Company may, in whole or in part, discontinue the use of the Group Leader classifications.

### **APPENDIX B**

### **GROUP BENEFITS AND HEALTH AND WELFARE PLANS**

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

# Eligibility

A full time employee becomes eligible for insurance coverage on the 1st of the month following completion of the employee's probationary period.

### FOR EMPLOYEES

Life Insurance \$30,000.00

Accidental Death and Dismemberment Insurance (AD&D) \$30,000.00

Dependent Life Insurance

Spouse - \$6,000.00 Each Child - \$3,000.00

### FOR EMPLOYEES AND DEPENDENTS

Healthguard Dental C Insurance

Basic services payable - 80% Restorative services payable - 50%

Calendar year maximum for Basic and Restorative expenses combined - \$1,500.00

Orthodontics payable - 50%

Lifetime maximum per Claimant - \$1,500.00

Dental Fee Schedule of the Dental Association of BC, applicable to general practitioners, and in effect on the date of treatment.

Denturist Fee Schedule - of the Denturist Association of BC and in effect on the date of treatment.

### Major Medical Expense Insurance

Deductible - \$50.00 a calendar year for the total covered expenses incurred

by all covered persons in a family; however, the maximum deductible for each covered person is \$25.00 a calendar year. If more than one covered person in a family is injured in the same accident only one \$25.00 deductible is applied in any one calendar year against the combined covered expenses

resulting from the accident.

Maximum amount - unlimited

Vision Care - \$250.00 per Claimant every 24 months

100%

Effective the first day of the second month following the Date of Ratification, the major medical insurance shall be amended to provide for one (1) eye examination per person per year,

where such examinations are not covered by MSP.

### **GROUP RRSP PLAN**

Portion payable

Effective March 1, 2015 a Group RRSP Plan shall be implemented in accordance with the following provisions:

- Employees who have completed probation shall be eligible to participate.
- Participation shall be mandatory.
- Employee contributions shall be by payroll deduction. There shall be no upper limit on employee contributions.
- The Company shall match employee contributions to a maximum of 1% of basic straight time wages per pay period to a maximum of 2080 hours per year.
- There shall be no matched contributions on lump sum contributions not made through payroll deduction.
- There shall be no withdrawal of matched funds while the employee is still employed by the Company. All funds shall be available upon termination or retirement.
- Unmatched voluntary contributions may be withdrawn at any time.
- The Company contributions are a taxable benefit. The employee shall receive a RRSP contribution receipt on the whole amount.
- The Company shall provide the plan through a financial institution of its choosing.

### **LETTER OF UNDERSTANDING #1**

# Between: PREPAC MANUFACTURING LTD. And: Unifor LOCAL 114

# Re: Job Class Protection for Sixteen (16) Senior Employees

The Company and the Union agree that job class protection will take effect when five (5) or more permanent employees are on layoff. Job class protection will apply to the sixteen (16) most senior employees on the active seniority list. The active seniority list includes employees absent as described in Article 12.02 for a period of up to six (6) months. Job class protected employees cannot bump.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 17<sup>th</sup> day of October 2018 in the city of New Westminster.

PREPAC MANUFACTURING LTD.

(the Company)

Laffs Palegel

VP Manufacturing

Operations & Distributions

Jim Mathison

President

Unifor, LOCAL 114

(the Union)

Cynthia Anderson

Representative, Local 114

**Alvils Keverts** 

Shop Steward, Local 114

-Balgiaz Khan-

Bargaining Committee, Local 114

Marlowe Barrientos

**Bargaining Committee, Local 114** 

Mark Cameron

National Representative

### **LETTER OF UNDERSTANDING # 2**

# Between: PREPAC MANUFACTURING LTD. And: Unifor LOCAL 114

# Re: Harassment Policy

# **Policy Statement**

The Employer and the Union are committed to providing a working environment which is at all times supportive of the dignity and self-esteem of employees, and that is free of discrimination and harassment in accordance with the Canadian Human Rights Act.

To facilitate this commitment the Company and the Union will communicate this policy to all employees, provide opportunities for education and training as deemed necessary, and establish a fair and impartial mechanism for dealing with complaints.

# **Definition**

Harassment includes all conduct and comment that is prohibited by the Human Rights Code, including conduct, comment, or behavior that is based on race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex and sexual orientation, and which is unwelcome, or is of such a nature that it would be reasonable to assume that it is unwelcome.

Without limiting the generality of the foregoing, harassment will include but is not limited to:

- use of insulting or derogatory language;
- unwelcome physical contact, such as touching or petting;
- offensive remarks, jokes, or innuendo;
- display of pornographic, racist, or other offensive or derogatory material;
- threats, demands, or suggestions that an employee's work status (i.e. continuation
  of work, promotional or training opportunities) is or would be affected by that
  employee's response.

Harassment complaints must be processed through the harassment policy. Any employee who is in violation of this policy may, depending upon the circumstances, be subject to disciplinary action up to and including termination from employment.

# **Prevention and Procedure**

This policy will be made available to all employees. New employees will receive a copy during sign-up orientation.

Harassment/discrimination will be considered to have taken place if a reasonable person

ought to have known that such comment and/or conduct was unwelcome, aggressive, or threatening. A harassed employee should clearly, if possible, communicate to the harasser that the offending behaviour is objectionable and unwelcome. The harasser should be asked to stop. The harassed employee should remind the harasser that the behaviour is contrary to policy.

This is often the simplest and most effective way to put an end to harassment and employees are encouraged to take this action. However, employees are not obliged to confront the harasser and if a person experiencing harassment is unwilling or unable to do so, or if the misconduct continues after confrontation, the affected employee should report the offensive behaviour as outlined below.

The harassed employee should at all times keep a written record of all relevant facts (e.g. – dates, times, witnesses, nature of the offending behaviour, how the harassed employee responded to the offending behaviour, as outlined below.)

An employee experiencing harassment will meet with the two (one of whom must be non-union) Complaint Officers to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint.

All incidents of harassment should be reported as quickly as possible. Incidents that are reported after a significant period of time has elapsed will be more difficult to investigate and resolve.

It is a principle of fundamental justice that in all circumstances an individual who is accused of harassment will be informed of the allegations made against them, all the particulars supporting the allegations, and be provided with the opportunity to fully respond to the allegations, and have their responses properly considered.

The complainant will be provided with the particulars of the respondent's defense and will have a chance to reply.

### Complaint Officers

A Union representative and a Management representative shall serve as the Complaint Officers for the purposes of conducting a fair and unbiased investigation into the allegations of harassment.

Complaint Officers will have full authority to investigate the merits of the complaint and while respecting the principles of confidentiality and fairness for both the complaint and respondent conduct as quick and thorough an investigation as possible. The most senior Company Human Resource Officer or designee shall be kept apprised of all proceedings during the investigation.

# **Investigation and Resolution**

A victim of harassment may meet with the Complaint Officers to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed.

If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a signed, written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.

Once an incident is reported, the Complaint Officers will conduct a swift and thorough investigation and will attempt to mediate a resolution to the complaint. The investigation will be conducted on an extremely confidential basis in that only those persons who, in the opinion of the Complaint Officers need to know about the complaint for the purpose of conducting an investigation, will be advised.

Any employee contacted during the course of an investigation will be advised by the Complaints Officers to keep the matter confidential.

If the matter remains unresolved the Complaint Officers will submit a written report to the most senior Company Human Resources Executive or designate outlining the facts, issues, and credibility. The most senior Company Human Resources Executive or designate will meet with the Complaint Officer to discuss recommendations.

The most senior Company Human Resources Executive or designate will then decide the issue and forward the decision, in writing, to the complainant and respondent. The decision will be implemented immediately unless a further appeal ensues.

# **Appeal Procedure**

The complainant or respondent may appeal any decision of the most senior Company Human Resources person or designate. Notice of intent to appeal must be made in writing to the most senior company Human Resources person or designate within seven days of receiving a decision.

Upon notice of intent to appeal the Complaints Officer (in consultation with the complainant and respondent) and the most senior Human Resource officer or designate will attempt to agree on an outside Disputes Resolution Officer.

The appeal itself must be delivered, in writing, to the Disputes Resolution Officer no later than thirty (30) days following this person's selection. The appeal must include a brief statement of facts and list the issue or issues being appealed. A copy of the original complaint and the report being appealed must be included with the appeal. Any other information the person initiating the appeal feels is relevant or important should also be

included.

The Disputes Resolution Officer will, as soon as possible following receipt of the written appeal, review all the facts. The Disputes Resolution Officer may, at their discretion, seek any additional pertinent information. They may interview the complainant, the respondent, and other employees, or make any other inquiries they deem appropriate.

### **Right To Representation**

Both the complainant and the respondent are entitled to have one representative in any complaint that is forwarded to the Disputes Resolution Officer. If the complainant and/or respondent are bargaining unit members, their representatives must be members of Unifor. The purpose of a representative is to act in an advisory role to the complainant and the respondent, and not to persuade or influence the investigation or decision of the Disputes Resolution Officer.

Lawyers may not be used as representatives.

### **Disciplinary Responses**

If harassment has been identified, as per this policy, any one or more of the following responses may be deemed to be appropriate in the circumstance:

- Require a verbal or written apology by the harasser.
- Require individuals and/or workgroups to go through an education process.
- Issue a written warning to the harasser.
- Reassign (transfer if practical) the harasser to another area.
- Require the harasser to undergo mandatory counseling.
- Issue discipline to the harasser, up to and including termination of employment
- Any other response as deemed appropriate.

### General

Both the Company and the Union will ensure harassment complaints are taken seriously and as such, abuse of this policy will not be tolerated. Frivolous complaints, vexatious complaints, and/or repeated unfounded complaints by an individual will be subject to harassment proceedings or disciplinary action against the complainant.

The decision of the Disputes Resolution Officer will be final and binding and supported by the Company and the Union.

# Signing page for LOU #2

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 17<sup>th</sup> day of October 2018 in the city of New Westminster.

PREPAC MANUFACTURING LTD.

(the Company)

Lary Paegel

V/ Manufacturing

Operations & Distributions

lipa Mathison

President

Unifor, LOCAL 114

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Cynthia Anderson

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-Bargaining Committee, Local-114-

Marlowe Barrientos

Bargaining Committee, Local 114

Mark Cameron

**National Representative** 

MC:dn/cope343