

# LABOUR AGREEMENT

**June 1, 2011 to May 31, 2014**

BETWEEN

**ACR GROUP INC.**

**12771 NO. 5 ROAD  
RICHMOND, B.C.**

AND:

**COMMUNICATIONS, ENERGY, &  
PAPERWORKERS UNION OF  
CANADA LOCAL 433**

**#102 — 8988 FRASERTON COURT  
BURNABY, B.C.**

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## **COLLECTIVE AGREEMENT — PREAMBLE**

This agreement is made and entered into this 4<sup>th</sup> day of May, 2011 by and between ACR Group Inc., Richmond, B.C. hereinafter referred to as the "Company" and Communications, Energy and Paperworkers Union of Canada, Local 433, Burnaby, B.C. Hereinafter referred to as the "Union",

### **ARTICLE 1 — GENERAL PURPOSE OF AGREEMENT**

The general purpose of this agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this agreement to be the duty of the Company and employees to cooperate fully, individually and collectively, to meet customer commitments and for the advancement of said conditions.

It is agreed that every employee covered by this agreement will perform their work to the best of their ability, to the end that the best productivity of the plant will be accomplished, and full-time employment will be maintained.

In the event of a change in employer status, members of Local 433 will retain all their rights under the Collective Agreement.

### **ARTICLE 2 - RECOGNITION — MEMBERSHIP**

#### ***Section 1:***

The Company recognizes the Communications, Energy and Paperworkers Union of Canada Local 433 as the exclusive representative for the purpose of collective bargaining on all matters in respect to rates of pay, hours of work and other conditions of employment for all employees, excluding office, sales or supervisory personnel.

#### ***Section 2:***

Any member who is now a member in good standing or who becomes, or is reinstated, as a member of the Union, shall as a condition of continued employment, maintain such a membership in good standing in the Union throughout the term of this agreement. Any new employee shall, as a condition of employment, become a member of the union on their first day of employment, and further, will be sworn into the union within thirty (30) calendar days of their date of hire.

An employee will not be a member in good standing without being sworn into the union.

#### ***Section 3:***

In the event of the Local Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the Local in writing at least seven (7) days before such suspension. In this event, the Company shall not permit the employee to work until the suspension has been lifted. The Company shall be saved harmless by the Union from any such action. No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the Constitution and By-laws of the National and Local Union.

***Section 4:***

The Company agrees to deduct on the first pay day of each month, dues, initiation fees and assessments for the previous month that are due from each of its' employees who has authorized the Company in writing to do so and remit same promptly to the Local Union Office.

The Union will inform the Company of all dues, initiation fees and assessments to be deducted from the pay cheque in accordance with this section.

The Local Union hereby agrees that the Company shall be saved harmless with respect to all deductions made and paid to the said Union in respect to the provisions herein.

It will be the established policy of the Company and the Union that there shall be no discrimination against any employee because of race, colour, religion, sex, nation of origin or age.

**ARTICLE 3 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT**

***Section 1: Term of Agreement***

The agreement shall be in effect from Midnight May 31, 2011 to Midnight May 31, 2014 and thereafter from year to year subject to the conditions as set out in Sections 2 to 6, which follow hereunder.

***Section 2: Labour Code of British Columbia***

The parties agree that the operation of Section 50(2) of the Labour Code and amendments thereto are excluded from this agreement and do not apply during the term thereof.

***Section 3: Notice of Re-opening***

This agreement may be opened for collective bargaining as to changes as follows. Either party desiring changes shall mail to the other party notice in writing, by registered mail, within four (4) months immediately preceding the date of the expiry of this agreement, that a change is desired. If notice should not be given by either party ninety (90) days or more before the expiry of the agreement, then both parties are deemed to have given notice ninety (90) days before the expiry.

All notices given under provisions herein on behalf of the union shall be given by the President of the Union (or his representative) and similarly notice on behalf of the Company shall be given by the President of the company (or his representative).

***Section 4: Collective Bargaining***

The parties shall, as soon as agreeable, meet for collective bargaining, the Company being represented in such negotiations by a bargaining committee appointed by the Company, and Union being represented by a bargaining committee selected by the Union.

***Section 5: Termination***

In case negotiations conducted in accordance with Section 4 above break down, either party may terminate this agreement by notifying the other party in writing mailed by registered mail in conformance with the Labour Code.

***Section 6: No Interruption of Work***

It is agreed by the Union that there shall be no strikes, walkouts or other interruption during the period of this agreement. It is agreed by the Company that there shall be no lockouts during the period of this agreement.

**ARTICLE 4 - COMPANY SECURITY**

The Union agrees and recognizes that the Company has and will retain the exclusive right and power to manage the plant and direct the working forces such as but not limited to, the right to hire, suspend and discharge for cause, layoff, assign to shifts, maintain discipline and efficiency, to determine the type of work to be performed, and the location of work, methods, processes and means of manufacture, to move or close the plant, to establish Company rules and regulations governing the conduct of its employees in one classification as necessary, decide the job context of any classification, products to be made, except as otherwise expressly provided for in this Agreement.

The Union recognizes the responsibility imposed upon it as the exclusive Bargaining Unit and realizes that the Company, in order to provide maximum opportunities for steady, continuing employment, satisfactory working conditions and good wages, must be in a strong competitive position, which means that it must produce efficiently and at the lowest possible cost, consistent with fair labour practices. The Union agrees to cooperate in the attainment of these goals.

## **ARTICLE 5 — HOLIDAYS**

### ***Section 1:***

The following shall be recognized as Statutory Holidays:

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

Any additional holiday proclaimed by the Federal or Provincial Government as a general Public Holiday shall be treated in the same manner as fore mentioned.

The Personal Floating Holiday shall be granted once each contract year at a time to be arranged by mutual agreement between the employee and the Company.

### ***Section 2:***

In the event that any holiday falls on Saturday or a Sunday, the Company and Union will agree to name the previous Friday and/or Monday as the day to be observed. If a holiday other than Remembrance Day and Canada day fall midweek, the Company and Union may agree to observe it on a different day. The Company will post notice at least thirty (30) days before the day(s) to be observed.

### ***Section 3:***

In addition to any other compensation earned, any employee who is on the payroll of the Company on the holidays recognized in Section 1 of this Article will be granted eight (8) hours pay for the employees on day shift or ten (10) hours pay for employees on afternoon or graveyard shift at the straight time rate of the employee's regular job or the job they are performing at the time, whichever is the greater, subject to compliance with all conditions in (a) and (b) below:

- (a) The new employee must have been on the payroll for not less than thirty (30) consecutive days just preceding the holiday, and
- (b) Every employee must have worked their scheduled day before, and their scheduled day after, such holidays, unless such failure to work their scheduled work day before or after the holiday was due to the employee being on their regular paid vacation or when an employee is unable to work by reason of an industrial accident recognized by the Workers' Compensation Board (also known as Worksafe B.C.), or their absence was due to a bona fide sickness or accident.

**Section 4:**

When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before or their scheduled work day after such holiday, the employee shall be granted payment or a holiday, however, an employee shall not be granted payment for a holiday unless they have actually worked one (1) day during the thirty (30) calendar days just preceding the holiday at last one (1) day during the thirty (30) days immediately following such holiday.

**Section 5:**

When an employee is on vacation and a holiday occurs, the employee shall take the day by extending their vacation, and holiday pay will be added to the employee's vacation pay.

**ARTICLE 6 — VACATIONS**

**Section 1:**

All employees as defined in this agreement shall be granted a vacation with pay subject to the following regulations:

	<b>Length of Vacation</b>	<b>Vacation Pay shall be:</b>
An employee who has been continuously employed during the qualifying period, and who has:		% of the total wages earned by the employee during the preceding vacation period
(a) Been employed for one year	2 weeks	4%
(a) Qualified for their 4 <sup>th</sup> vacation under this agreement	3 weeks	6%
(a) Qualified for their 8 <sup>th</sup> vacation under this agreement	4 weeks	8%
(a) Qualified for their 15 <sup>th</sup> vacation under this agreement	5 weeks	10%
(a) Qualified for their 24 <sup>th</sup> vacation under this agreement	6 weeks	12%



## ***Section 2:***

In the event an employee's employment terminates either before they become entitled to a vacation with pay, or being entitled to it before they take it, they shall be paid on termination 4%, 6%, 8%, 10% or 12% (depending on whether they belong in the category of employees described in (a), (b), (c), (d) or (e) above respectively) of their wages earned during the period of employment ending with their termination in respect of which no vacation or vacation pay to which they remain entitled has been paid or taken.

## ***Section 3: General Rules***

- (a) The employee's service date shall determine the employee's vacation period.
- (b) Vacations with pay are not cumulative and must be taken during the vacation period.
- (c) No employee may continue to work and draw vacation pay in lieu of taking the vacation.  
A vacation starts from the first scheduled day of vacation and ends with the first scheduled work day on their return. No employee will be permitted to work during their vacation.
- (d) The allocation of vacation time is to be decided by the Company. However, the Company will endeavor by discussion with the employees or the Union, to arrange vacations to suit the employee's wishes.  
A vacation request list will be made available so employees may list their preference. Granting of vacation shall be in order of plant seniority, except that any vacation booked after April 1<sup>st</sup> will be on a first come, first served basis.
- (e) Time not exceeding one year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board (also known as Worksafe B.C.), suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacations.
- (f) Time not exceeding one year, lost as the result of a non-occupational accident or illness shall be considered as time worked for the purpose of qualifying for vacations.

## ***Section 4: Computation of Vacation Pay:***

Where an employee's vacation pay for the current year is to be computed as a percentage of their "total wages earned" in the previous year, such "total wages earned" shall include the amount of vacation pay the employee received in the previous year.

## **ARTICLE 7: HOURS OF WORK**

### ***Section 1:***

Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid as outlined in Article 8 - Overtime.

***Section 2:***

The regular hours of employment for all employees on day shift will be eight (8) hours per day Monday to Friday. The regular hours of employment on Afternoon shift will be ten (10) hours per day Monday to Thursday. The regular hours of employment on Graveyards shift will be nine and one half (9 ½) hours per day Monday to Thursday, with a computation of ten (10) hours pay. Any variation to the workweek shall be as outlined in the attached Letter of Understanding #1.

***Section 3:***

The following shall be recognized daily shift hours when operating on either a one, two or three shift basis. Any changes shall be subject to discussions and mutual agreement of both parties.

Day Shift	7:00 a.m.to 3:30 p.m.
Afternoon Shift	3:30 p.m.to 1:30 a.m.
Graveyard Shift	10:00 p.m.to 7:30 a.m.

***Section 4:***

There shall be thirty minute unpaid lunch break and two (2) fifteen minute paid rest periods during the day shift. There shall be three (3) fifteen (15) minute paid rest breaks during the afternoon and graveyard shifts.

***Section 5: Shift Differential***

A Shift Differential of one (\$1.00) dollar per hour shall be paid for all hours worked on afternoon shift whether at straight time or overtime rate.

A Shift Differential of one dollar, fifty cent (\$1.50) per hour shall be paid for all hours worked on graveyard shift whether at straight time or overtime rate.

Such differential shall be paid in addition to an employee's regular rate of compensation, but it is not to be added to the wage rates for the purpose of calculating overtime.

***Section 6: Meal Hour***

Any employee who is required to work two (2) or more hours beyond the end of their regular scheduled shift, or who is required to report for work two (2) or more hours before the start of their regular scheduled shift shall be granted a meal allowance of fifteen (\$15 .00) dollars, which will be paid within forty eight (48) hours from the time the overtime is worked.

***Section 7:***

Shift lists for the following week shall be posted by 5:00 p.m. on Thursdays.

## **ARTICLE 8 — OVERTIME**

### ***Section 1:***

Employees shall be entitled to receive overtime pay for time worked on the following basis:

- (a) Time and one half for the first three (3) hours worked in excess of eight (8) or ten (10) hours in a day, Monday to Friday and double time thereafter.
- (b) On the completion of forty (40) regular hours worked, time and one half for the first four (4) hours and double time thereafter for all work performed on Saturday or Sunday.  
It is understood that authorized time off or time lost due to legitimate illness shall be counted as time worked for the purpose of calculating the forty (40) hour work week.
- (c) Double time for all work performed on a Statutory Holiday.

### ***Section 2:***

Overtime will be offered to employees within the department on a seniority basis. Such overtime shall be distributed as equally as practicable amongst the employees capable of performing the work.

### ***Section 3:***

Employees shall have the right to voluntarily agree to or to refuse to work overtime. Reasonable cooperation of the employees is expected in filling of the overtime work requirements.

### ***Section 4:***

In lieu of receiving overtime pay as provided for in Section 1 of this Article, the employee may elect to participate in the Deferred Overtime Plan as follows:

- (a) An employee who elects to participate in the plan shall sign a form authorizing their participation in the plan. The authorization shall be revocable on June 1<sup>st</sup> of each year.
- (b) Deferred overtime hours shall be calculated on the following basis:
  - i. One-half hour for each overtime hour paid at the time and one-half rate as provided for in Section 1.
  - ii. One hour for each overtime hour paid at the double time rate as provided for in Section 1.
- (c) Deferred overtime hours shall be accumulated during the period from June 1, 1992 to May 31, 1993 and thereafter for each twelve month period commencing June 1, 1993.
- (d) Compensating time off shall be taken in units of eight (8) or ten (10) hours.
- (e) The granting of compensating time off shall be subject to the staffing requirements as determined by the Company and at such time as the quality and quantity of production will not be impaired.

Allocation of regular vacation will receive priority.

The employee shall request compensating time off at least ten (10) days in advance of the week in which the compensating time off is desired

- (f) If requested, an employee shall receive their deferred overtime payment immediately prior to taking the compensating time off. Income Tax on the deferred overtime will be deducted at the time of payment.

## **ARTICLE 9 - ALLOWANCE FOR FAILURE TO PROVIDE WORK**

### ***Section 1:***

In case any employee reports for their regular scheduled shift having been scheduled to report for such work and then no work is provided, they shall nevertheless receive four (4) hours pay for so reporting.

### ***Section 2:***

In any case where an employee has commenced their regular scheduled shift, they shall receive a minimum of four (4) hours pay.

### ***Section 3:***

In any case where an employee has commenced their regular scheduled shift and is transferred to a lower paid job they will receive their regular rate for the balance of the shift.

## **ARTICLE 10 — BEREAVEMENT LEAVE**

### ***Section 1:***

When a death occurs to a member of a regular full time employee's immediate family, the employee will be granted an appropriate leave of absence and shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule for a maximum of three (3) days. Such leave is not to be deferred nor used for any other purpose.

### ***Section 2:***

Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, mother, father, brothers, sisters, children including step-children, mother-in-law, father-in-law, step parents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law.

### ***Section 3:***

Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## **ARTICLE 11 — JURY DUTY**

### ***Section 1:***

Any regular employee who is required to perform jury duty on a day which they would normally have worked, or who is subpoenaed to appear as a Crown Witness, will be reimbursed by the Company for the difference between the pay received for jury duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day (with the exception of the afternoon shift which shall be ten (10) hours per day Monday through Thursday) or forty (40) hours per week, less any pay received for jury duty. The employee will be required to furnish proof of jury service and jury duty pay received. Jury duty is understood to include service as a Crown Witness and attendance at a Coroner's inquest, and have been subpoenaed for these duties.

***Section 2:***

Hours paid for by jury duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

**ARTICLE 12 - LEAVE OF ABSENCE**

***Section 1: Union and Public Office***

The Company agrees that it is proper to grant leave to employees who have been elected or appointed to office in the Union, or who have been nominated or elected to Federal, Provincial or Municipal office. However, it is not the intention of the Company to grant lifetime leaves of absence.

In the case of an employee being appointed or elected to full time office in their Union, or to Federal, Provincial, or Municipal office, they shall be granted as much leave as is necessary during the term of such office.

Seniority shall accumulate during the period of an employee's leave of absence.

***Section 2: First Aid Certificates***

A First Aid attendant authorized by the Company to attend classes for obtaining, renewing or upgrading a First Aid ticket will be compensated for lost regular straight time earnings.

***Section 3:***

Granting of leave is a matter between the employees and the company. The company will consider length of service and will endeavour to arrange leave of absence to suit the employee's wishes. Employees with ten (10) or more years of service will be given special consideration. A leave of absence for more than two (2) weeks will be confirmed in writing and the Union will be given a copy for their information only.

***Section 4:***

The company will grant extended Maternity Leave without pay to female employees to a maximum of six (6) weeks in excess of that provided in the Employment Standards Act where there is a valid and documented medical reason applicable to the health or well being of the mother and /or child.

Parental Leave will be granted without pay in accordance with the Employment Standards Act.

## **ARTICLE 13 - SENIORITY**

### ***Section 1:***

- (a) An employee shall be considered probationary until they have completed forty-five (45) accumulative calendar days with the Company.

The probationary period may be extended by the Company for an additional fifteen (15) calendar days. Prior to an employee's probationary period being extended, the Union Plant Committee and the employee will be informed, and will be provided with written reasons for the extension.

For the purposes of this Section, absence resulting from illness or accident will not be considered as time worked.

- (b) In the event of layoff, a probationary employee may be terminated. A probationary employee credit for each period of employment in calculating their forty-five (45) days probationary period, and at the completion of the probationary period, their plant seniority will be adjusted to forty-five (45) days prior to completion.

### ***Section 2:***

Departmental seniority shall be established to provide an orderly advancement or curtailment of the work force in each department.

### ***Section 3:***

- (a) Starting positions in each department shall be posted for a period of six (6) days.

Other things being equal seniority will govern. The applicant with the highest plant seniority will receive first consideration for the job vacancy provided the applicant has the mental and physical ability to perform the necessary requirements of the job.

- (b) Where a position is filled on this basis, the employee's first thirty (30) calendar days after reporting to the new job will be considered a probationary period. This period may be extended through mutual agreement of the Plant Committees.

During this period the Company may deem it necessary to transfer the employee back to their former job or the employee may elect to do so of their own volition.

In either case the employee will return to their former job with no loss of seniority rights.

### ***Section 4: Curtailments***

- (a) In the event of curtailment in any department, the employee with the least department seniority shall revert to a job in the plant which requires a minimum of experience or a job which they can perform competently to establish standards after a reasonable training period. In the event of disagreement, the Plant Committees shall meet to discuss the problem.
- (b) An employee re-assigned as the result of a temporary curtailment will not establish any other department seniority, but will retain all seniority held at the time of re-assignment.
- (c) An employee who is curtailed to a lower rated job will, for a period of three (3) months, be paid an adjusted rate which will be midway between the rate of their regular job at the time of the set back and the rate of their new job. At the end of this period the rate of their new regular job will apply.

***Section 5:***

- (a) An employee without sufficient plant seniority to remain in a department or general labour pool will be laid off.
- (b) Laid off employees will be recalled in order of Plant Seniority, subject to the principles in Section 4(a) above.

***Section 6:***

The following rules will apply to employees, other than probationary, who are laid off due to a shortage of work:

- (a) Laid-off employees shall retain their seniority on the following basis:
  - i) An employee with less than one (1) year of continuous service shall retain seniority for six (6) months from the date of layoff.
  - ii) An employee with more than one (1) year of continuous service will retain seniority for two (2) years from the date of layoff plus two (2) additional months for each year of service up to an additional twenty four (24) months.
- (b) An employee who requests and receives their vacation pay for the current period of employment will be considered to have terminated their employment. Request for current vacation pay will be in writing and signed by a member of the Union Plant Committee.
- (c) Failure of an employee to report for work within one (1) week of notice to their last address reported to and received by the Company will result in termination of their employment. Bonafide reason for failure to report shall not deprive an employee of their recall rights.
- (d) Medical Services Plan of B.C., Extended Health, Dental, Group Life Insurance and A.D.&D. continuance;
  - i) The above listed coverage for an employee laid off with more than six (6) months but less than one (1) year of service shall be continued at the employee's option

for one (1) month from the end of the period for which the deductions have already been made. Benefit plans in existence will be reinstated upon their return to work.

- ii) The above listed coverage for an employee laid off with one (1) or more years shall be continued at the employee's option for three (3) months from the end of the period for which deductions have already been made. Benefit plans in existence will be reinstated upon their return to work.

## **ARTICLE 14 — JOB SECURITY**

### ***Section 1: Objective***

The Company and the Union recognize that technological change, while necessary to the industry, may have an impact on employees, it is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

### **Definition**

Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or changes in the operation that is directly related to the introduction of that equipment or material.

### ***Section 2:***

A joint committee on automation will be established at the plant, which shall consist of two (2) persons representing Management and two (2) representing the Union. It shall be the function of the committee to study the effect of mechanization, technological changes and automation on employment in the plant and make such recommendations as are agreed upon to the plant manager, to ensure interests of the Company and of the employees are fairly and effectively protected.

### ***Section 3:***

The Company will advise the appropriate committee as soon as possible, and in any case not less than one hundred and twenty (120) days prior to the introduction thereof, of mechanization, technological change and/or automation which the Company has decided to introduce and which will result in the termination or change in job category.

### ***Section 4:***

- (a) In the event that it is necessary, crews will be reduced in accordance with Article 13 - Seniority of this agreement.
- (b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the set-back



for a period of six (6) months, and for a further three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the set-back and the rate of their new job. At the end of this period the rate of their regular job will apply.

***Section 5:***

An employee with one or more years of continuous service for whom no job is available because of mechanization, technological changes or automation will receive:

- (a) One (1) weeks' notice of termination for each year of employment to a maximum of seventeen (17) weeks.
- (b) One (1) weeks pay for each year of employment during their last period of continuous employment, computed on the basis of forty (40) straight time hours at the employee's regular rate of pay to a maximum of twenty five (25) weeks.

In the event of a severance allowance, the employee shall have the option of receiving their severance allowance on termination, or they may elect to have their severance allowance held in abeyance for up to one (1) year from the date of termination. They may, in writing at any time during the year, request payment of their severance allowance at which time the full severance allowance will be paid forthwith.

***Section 6:***

The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth in this article.

***Section 7: Job Elimination***

The provisions of this Article shall also apply where it is deemed that the Company has permanently discontinued a job or job category.

***Section 8: Partial or Total Plant Closure***

The provisions of this Article shall also apply to a partial or total Plant Closure.

**ARTICLE 15 — GRIEVANCE PROCEDURE**

***Section 1:***

Local 433 shall select from its membership Plant Committee of two (2) which shall represent the Union.

The Company shall select a Plant Committee of two (2) which shall represent the Company. Should there be any dispute or complaint as to the interpretation, application or compliance with the terms of this Agreement, every effort will be made to settle such dispute or complaint.

The Company, the Union or the employee having a grievance, dispute or complaint shall submit same as promptly as possible. The following steps shall be followed:

- (a) Between the immediate supervisor, the Employee and the Shop Steward. If no satisfactory settlement is reached, the question may, within ten (10) days be referred to the next step.
- (b) Between the Company and the Union Plant Committees. At this step the grievance shall be put in writing and the parties shall within three (3) days agree on a mutually satisfactory date for a meeting thereon. If no satisfactory settlement is reached, the question may, within ten (10) days, be referred to the next step. Grievances other than those involving individual employees may be initiated at this step by either party.
- (c) Between the Plant Manager, Company and Union Standing Committees, and the Business Agent and/or Representative. If no agreement is reached at this stage the matter may, within thirty (30) days, be referred to a single arbitrator, as outlined in Section 2.

If the grievance has not advanced to the next stage under Step 1, 2 or 3 within the time limits specified, after completion of the preceding stage, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. It being understood that the time limits between steps may be extended by mutual consent.

### ***Section 2:***

The Company and the Union will endeavor to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply within the thirty (30) day period to have the Arbitrator appointed under the Arbitration provisions of the Labour Code of British Columbia.

After the Arbitrator has been chosen, they shall meet and hear evidence of both sides and render a decision after they have concluded their hearings, said decision to be final and binding on all parties to this Agreement.

The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.

In the case of discharge, demotion or suspension which the Arbitrator has determined to have been unjust, the Arbitrator may order the reinstatement of the employee and may award them back pay. In the case of back pay, should there be any doubt in the opinion of the Arbitrator, the Arbitrator may order all or part back pay as they deem fit.

The parties of this Agreement shall bear an equal proportion of the expenses and allowances of the Arbitrator and all stenographic and secretarial expenses and rent.

### **ARTICLE 16 — DISCIPLINE**

The company has the right to discipline or discharge an employee for just cause.

Before Management makes the decision to suspend or discharge an employee, the matter will be discussed with available members of the Union Plant Committee.

Verbal warnings will remain valid for six (6) months. Written warnings will remain valid for one (1) year. Suspensions will remain valid for eighteen (18) months. It is understood that the validity of verbal warnings, written warnings, and suspensions may be extended for another year if the offense is repeated during the valid period of the original offense.

A copy of any disciplinary letters or letters of reprimand placed on an employee's personnel file will be given to the employee involved and to a member of the Union Plant Committee.

The employee shall have the option to review their personal file, in the company of a Shop Steward and Company representative.

### **ARTICLE 17 —SUPERVISORS**

Supervisors shall not perform work usually done by employees unless required to assist for the purposes of training or new product development. Such occasions must not result in the displacement or exclusion of employees.

### **ARTICLE 18 — SAFETY**

#### ***Section 1:***

It is agreed that the Company will give consideration to the safety and well being of every employee in every phase of every job. No other responsibility will take preference. No employee will have to work under unsafe working conditions or with unsafe equipment. An employee who has reasonable cause to believe that an unsafe condition exists may refuse to work under such conditions without being subject to discipline. Any unsafe working conditions should be reported to the supervisor immediately by an employee. Immediately following, the supervisor, the employee and their area safety representative should meet and discuss the matter reported. If no satisfactory solution is arrived at, the matter should be reported to the plant manager, who will then immediately meet with the employee and safety representative.

If all steps fail to produce a satisfactory solution, the matter may then be taken up with the Workers' Compensation Board (also known as Worksafe B.C.).

#### ***Section 2:***

It is agreed that a member of the Union Plant Committee, or an alternate designated by the Committee, will accompany Workers' Compensation Board (also known as Worksafe B.C.) Inspectors on plant visits.

#### ***Section 3:***

The Company undertakes to provide at no cost to the employee the necessary safety equipment when required by the Workers' Compensation Board (also known as Worksafe B.C.) regulations for the protection of the employee in the plant.

***Section 4:***

Employees who purchase CSA approved safety footwear will be reimbursed, after the probationary period, to a maximum of Ninety Dollars (\$90.00) per contract year.

Employees may combine this allowance over two (2) contract years, in which case they would have an allowance of One Hundred and Eighty Dollars (\$180.00).

**ARTICLE 19 - BULLETIN BOARDS**

The Company undertakes to provide an adequately enclosed bulletin board for the use of the Union.

**ARTICLE 20 - GENERAL PROVISIONS**

***Section 1:***

An employee temporarily transferred to a lower rated job during a shift shall retain the higher rate for the balance of the shift.

If an employee is temporarily transferred to a higher rated job for two (2) hours or more, the higher rate shall apply for the entire shift unless the temporary transfer was due to an employee filling in for another employee who is late, excused to attend to personal affairs or attend meetings on request of either the Company or the Union.

***Section 2:***

Consideration will be given to requests for leave of absence for employees transferred to a supervisory or staff position which removes them from the bargaining unit. Such leave of absence shall be for an accumulative period of three (3) months only, during which time the employee shall maintain their union membership. The check-off procedure shall be maintained for this period. It shall be the employee's responsibility to ensure their seniority standing.

***Section 3:***

The Wage Schedule and any Policy Statements signed by both parties to this agreement shall form part of this agreement.

***Section 4:***

The Union will receive an up-to-date Plant and Departmental Seniority list every six (6) months.

***Section 5:***

In case of injury on the job the employee will receive full pay for the shift, whether it be on his regular or overtime shift.

***Section 6: Travel Allowance***

Employees required to perform job duties away from the Company premises within the lower Mainland shall receive an allowance of One Dollar and Fifty cents (\$1.50) per hour in addition to their hourly rate. If an employee agrees to use their own vehicle for travel they shall receive forty cents (\$0.40) per kilometer increasing to forty five cents (\$0.45) June 1 2012 and increasing to fifty cents (\$0.50) June 1 2013 or a flat rate of \$40.00 whichever is the greater. Should their work hours exceed a normal eight (8) hour work day, all terms and conditions of this Collective Agreement shall apply.

Employees required to perform job duties away from the Company premises outside of the Lower Mainland shall receive an allowance of One Dollar and Fifty Cents (\$1.50) per hour in addition to their hourly rate. The employee shall receive their straight time hourly rate for all hours traveling to and from the work site. The company shall provide either a cash advance to the employee or reimburse the employee, upon presentation of receipts, for all costs incurred for the out of town assignment. These costs shall be defined as meals, hotels, and airfare. If an employee agrees to use their own vehicle for travel they shall receive thirty-five cents (\$0.35) per kilometer or a flat rate of \$40.00 whichever is the greater.

If an employee does not use their vehicle for the transportation of either tools or material, then they will not be entitled to the \$40.00 allowance mentioned in the above two paragraphs.

***Section 7:***

The Company shall reimburse employees, upon successful completion, for the costs of courses applicable to their employment and authorized in advance by the Company.

***Section 8:***

When an employee requests and is granted up to four (4) hours off in a shift, the employee may, if approved by the Company, elect to make up those hours lost at a straight time rate either prior to or following that regular scheduled shift on the day of the requested time off.

***Section 9:***

Employees shall notify the Company of any change in their address; otherwise the Company shall not be responsible for giving the notice as required under Article 13 - Section 6(c) of this agreement.

***Section 10:***

The Union will provide the Company with a list of all Plant Committee and Stewards to the Company and no recognition shall be given to anyone who presumes to act as a Steward until notice is received.

***Section 11: Starting and Stopping of Work***

Employees shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. It is the duty of an employee to report for their regular shift, unless they have already arranged with their supervisor for leave of absence. If unavoidably prevented from reporting, they shall give notice to their supervisor, or at the office, if reasonably possible, at least four (4) hours the shift goes on duty.

***Section 12:***

The Company will operate on a bi-weekly pay period with the hours worked up to and including Sunday being paid on the following Friday for all shifts. Payment will be direct deposit only.

***Section 13:***

The Company shall pay the costs of medical certificates required by the Weekly Indemnity Carrier and the Long Term Disability Carrier.

***Section 14:***

The Company will provide, launder, and repair three (3) pair of coveralls for each employee. Coveralls beyond repair will be replaced.

***Section 15:***

In the 2008 - 2011 Collective Agreement, the parties modified the agreement so it is written in gender neutral language. The changes made to accomplish this are not meant to alter the intent or meaning of any clause in the Collective Agreement.

**ARTICLE 21 — HEALTH AND WELFARE**

***Section 1: Compliance***

The Company will comply with the terms and conditions set forth in this article and use its best efforts to have an insurer provide the coverage required. The coverages, terms, and limitations shall be subject to the policies underwritten by the respective carriers.

***Section 2: Waiting Period***

Enrollment for coverage in all plans shall be a condition of employment.

- (a) MSP of BC. to become effective the first day of the second month following the date of hire.
- (b) Balance of benefits to become effective the first day of the month following the completion of ninety (90) days service.

***Section 3: Changes in Classifications***

The regular wage rate of the employee in effect on January 27, 1992 and subsequent wage increases, will determine their entitlement to Group Life and Accidental Death and Dismemberment coverages as outlined in this Article.

***Section 4: Group Term Life Insurance***

The Welfare Plan will include Group Term Life Insurance for all employees in the amount equal to two (2) times annual earnings, rounded to the next higher multiple of One Thousand Dollars (\$ 1 ,000.00) to a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000.00). The Group Term Life Insurance Plan shall provide coverage for dependants as follows;

Spouse \$5,000.00

Each eligible child \$2,500.00

In addition, optional coverage will be available in units of \$10,000.00 to a maximum of \$100,000.00.

Benefits will be payable as a result of death, from any cause on a twenty-four (24) hour coverage basis.

Upon attaining age 65, the amount of Life insurance Benefit will be reduced to 50% of the amount in force immediately prior to age 65.

### ***Section 5: Accidental Death or Dismemberment Insurance***

In addition to the above Group Term Life Insurance, the welfare plan will include Accidental Death or Dismemberment insurance benefits equal to the Group Term Life Insurance benefit level for all employees. This coverage shall be on a twenty-four (24) hour coverage basis.

Upon attaining age 65, the amount of the A.D.& D. Insurance will be reduced up to 50% of the amount in force immediately prior to age 65.

#### ***Rehabilitation Expenses***

The A.D.& D. Insurance benefit will provide reimbursement up to a maximum of Five Thousand Dollars (\$5,000.00) if the employee must participate in a rehabilitation program in order to qualify for employment. Reimbursement will be made for reasonable and necessary expenses incurred within three (3) consecutive years of the accident.

#### ***Family Transportation Expenses***

In the event the employee is hospitalized as a result of a covered accident 150 Kilometers or more from their residence, reimbursement to a maximum of One Thousand Dollars (\$1,000.00) will be made for expenses incurred by a member of the immediate family. Expenses shall be defined as hotel accommodation, transportation to and from the hospital.

"Member of the Immediate Family" is defined as a person at least 18 years of age who is your spouse, common-law spouse, mother, father, brother, sister, child, step-child, mother-in-law, father-in-law, step-parent, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

#### ***Repatriation Expenses***

In the event the employee dies as a result of a covered accident 150 kilometers or more from their residence, reimbursement to a maximum of Five Thousand Dollars (\$5,000.00) will be made for reasonable and necessary expenses actually incurred for preparation of the body and transportation to the final resting place nearest their residence.

#### ***Exceptions:***

No benefit will be payable for any claim arising as a direct or indirect result of:

- (a) Suicide or self-inflicted injuries while sane or insane.
- (b) War or any act of war, declared or not.
- (c) Service in armed forces of any country which is in the state of war.
- (d) Riding in, boarding or leaving, or descending from, any aircraft if:
  - i. you are the pilot, operator or member of the crew
  - ii. the aircraft is owned, operated, leased by or on behalf of the Employer
  - iii. the aircraft is piloted by an unlicensed person
  - iv. the aircraft does not have a valid certificate of air worthiness



### ***Section 6: Non-Occupational Accident and Sickness Plan***

Effective January 1, 1993 the welfare plan will include Non-Occupational Accident and Sickness Insurance. Benefits will be payable beginning with the first day of disability caused by non-occupational accident and beginning with the fourth day of disability caused by a non-occupational sickness, except in those cases of non-occupational sickness which results in the claimant being hospitalized and in those cases where surgery is performed which necessitate loss of time from work, the said weekly indemnity benefits will be payable with the first day of sickness. The benefit level will be 66-2/3% of the employee's straight time hourly rate times forty (40). The benefit will be payable for a maximum of sixteen (16) weeks.

The Company agrees to provide the appropriate coverage under Non-Occupational Accident and Sickness insurance for medical complications to mother or unborn child during pregnancy to a maximum of sixteen (16) weeks.

Any reduction of E.I. resulting from the registration of the Non-Occupational Accident and Sickness Plan will be returned to the Company.

### ***Section 7: Disputed Workers' Compensation Board (also known as Worksafe B.C.) Claims***

If an employee covered by the Welfare Plan suffers a disability, payment for which is in dispute with the Workers' Compensation Board (also known as Worksafe B.C.), Weekly Indemnity Payments under the Welfare Plan will be paid retroactively as set forth in this section if requested by the employee and provided they have been off work for at least two (2) weeks due to the disability without Workers' Compensation Board (also known as Worksafe B.C.) having accepted the claim.

If the Workers' Compensation Board (also known as Worksafe B.C.) claim is subsequently established the employee will then repay the weekly disability payment received to the appropriate fund or insurance company.

### ***Section 8: Long Term Disability Benefit***

- 1) The Welfare Plan will include a Long Term Disability Plan which will provide the following:
  - a) Coverage to commence the first day of the month following ninety (90) days of service.
  - b) Enrollment in the plan is to be compulsory
  - c) with respect to employees who are actively at work and who have completed ninety (90) days of employment as well as employees who are in receipt of either Weekly Indemnity benefits or E.I Sick Benefits or Long Term Disability Plans coverage will commence on the date the plan is implemented.

**2) Level Of Benefit**

Sixty-seven percent (67%) of regular monthly earnings as of the date of onset of the disability to a maximum of Four Thousand Dollars (\$4,000.00) per month.

**3) Elimination Period**

Benefits commence after the employee has been totally and continuously disabled for sixteen (16) weeks or has exhausted their Weekly Indemnity Benefits whichever occurs last.

**4) Maximum Duration of Long Term Disability Benefit Payments**

Benefits will be payable to age 65 or to the date of recovery. However, if the employee has completed the qualifying period after his 64<sup>th</sup> birthday, but prior to the employee's 65<sup>th</sup> birthday, the monthly income payments will continue beyond age 65 until a total of 12 monthly payments have been made.

During a period of disability the disabled employee must be under the regular care and attention of a medical doctor and be prepared to attempt rehabilitative employment or participate in a rehabilitative program.

**5) Definition Of Total Disability**

"*Total Disability*" is defined as the employee's inability to perform the essential duties of their normal occupation for a period of twenty-four (24) months and thereafter their inability to perform the essential duties of their normal occupation and any other occupation:

- a) for which the employee is qualified by education, training and/or experience
- b) for which the current monthly earnings are 75% or more of the current monthly earnings of your normal occupation.

**6) Integration With Other Disability Income**

The benefit from this plan combined with all other disability income to which the disabled employee is entitled will not exceed eighty-five percent (85%) of the employees' net earnings. Net earnings are defined as the employees' gross pay minus Canada Pension Plan deduction, Employment insurance deduction and Government taxation at the applicable rate.

All other disability income is defined as: CPP/QPP primary disability pension benefits, Workers' Compensation also known as Work Safe B.C. Disability Income from a group or association plan, and disability income arising out of any law or legislation (excluding Employment Insurance Benefits), Private or Individual disability plan benefits will not reduce the benefit from this plan.

Increases in CPP/QPP disability pension or Workers' Compensation disability pensions that result from increases in the Canadian Consumer Price Index and which occur after the date of disability payments from this plan commence will not further reduce the benefits from this plan.

**7) Rehabilitative Employment**

During a period of total disability under this plan, a disabled employee may engage in a rehabilitative program (as approved by the Carrier) or employment. The benefit from this plan will be reduced by 50% of the rehabilitative earnings for a maximum of twenty-four (24) months. The benefit from this plan will be further reduced by the amount of remuneration from rehabilitative employment plus the benefit from this plan that exceeds one hundred percent (100%) of the employee's net earnings.

Rehabilitative employment will be deemed to continue until such time as the employee's earnings from the rehabilitative employment equals seventy-five percent (75%) of current monthly earnings from this normal occupation.

#### **8) Exclusions**

Disability income is not payable for the following:

- a) A disability caused by self-inflicted injuries or illness while sane or insane.
- b) A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.
- c) A disability resulting from alcoholism, drug addiction, or the use of any hallucinogen unless the employee is participating in a therapeutic program recognized by the carrier and is under the continuous care of a medical specialist in this field.
- d) A disability which is the direct or indirect result of committing a criminal offense.

Complications due to pregnancy are covered. However, any disability due to any cause will not be eligible for benefits at any time when you are on pregnancy leave of absence or could be placed on such leave by your employer in accordance with relevant government legislation or the leave agreed upon between the employer and employee.

#### **9) Successive Disabilities**

A subsequent disability that is related to a previous and occurs within four (4) months of an employee's return to work, the disability will be deemed to be recurrent and will be considered as a continuation of the previous disability and the employee will be eligible to receive benefits without the necessity of completing another elimination period.

#### **10) Terminations**

Coverage will cease:

- a) on termination of employment
- b) upon recovery
- c) on the date an employee is laid off. In the event an employee becomes totally disabled while covered by this plan under the provisions, the elimination period will commence on the date such an employee is scheduled to return to active full time employment.
- d) On an employee's sixty-fifth (65<sup>th</sup>) birthday. However, should the employee complete the qualifying period after his sixty-fourth (64<sup>th</sup>) birthday but prior to his sixty-fifth (65<sup>th</sup>) birthday, the monthly payments will continue beyond age 65, until a total of twelve (12) monthly payments have been made.

## **11) Appeals**

- a) In the event an employee disputes a decision of the claims paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) designated by the employer; and a third agreed to by the first two.
- b)
  - i) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.
  - ii) Where the claims paying agent denies benefits due to insufficient medical evidence being provided, an employee will have ninety (90) days in which to provide satisfactory medical evidence to support their claim. In such circumstances the sixty (60) day appeal in (i) above will not commence until the claims paying agent renders its decision based on the medical evidence provided. Where the employee fails to provide further satisfactory medical evidence within the ninety (90) day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.
- c) The expenses incurred by a Claims Review Committee will be paid by the Plan.
- d) Where an employee has disputed the decision of the claims paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when the employee is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered under the employer's medical, extended health, dental group life and A.D.& D plans.

## **12) The following will also pertain:**

- a) Negotiated wage increases or subsequent increase in plan benefits will not affect employees on LTD benefits.
- b) Employees in receipt of disability payments from this plan will continue to be covered under their employer's medical, extended health and dental plans. Coverage under the employer's group life & A.D.&D. plans will also continue in accordance with the conditions of those plans. The employee's contributions for all benefits are to be waived when an employee is in receipt of LTD payments.
- c) An employee returning to work from a Long Term Disability Claim will return to a job that their seniority, qualifications and ability to perform the work properly entitle them to.

### ***Section 9: Major Medical Plan***

The welfare plan will include medical-surgical coverage as required by the B.C Medical Commission.

The welfare plan will include an Extended Health Benefits plan to cover the following areas:

**Payment of Benefits**

This Benefit pays 100% of all eligible expenses which are in excess of the deductible for each covered individual of the plan member or their dependents, with the exception of out of Province referrals as outlined in point #3 of Type 3 — Extended Health Care, listed under Medicare Supplement insurance, which shall pay 80% in excess of the deductible.

**Maximum Benefit**

All expenses incurred outside Canada are subject to a lifetime maximum of \$1,000,000.00 per person. There shall be no maximum for expenses incurred inside Canada.

**Spousal Survivor Coverage**

Where a surviving spouse and dependents of a deceased employee are not covered by such plans by reason of their own employment, the Company will extend the coverage under the Medical-Surgical Plan, the extended Benefits Plan and the Dental Plan for a period of three (3) months, commencing on the first of the month following the month which the death occurs.

**Vision Care**

The Plan will be amended to provide up to a maximum of \$250.00 for employees and eligible dependants in any 24 consecutive month period, for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription. It is agreed that the Vision Care allowance may be applied to laser surgery.

**Manulife Cards**

The company agrees to provide all employees with Manulife swipe cards. These cards replace the Blue Net cards contained in the previous collective agreement

**Section 10: Dental Care Plan Benefits**

The most current British Columbia Dental Association Fee Guide will apply.

**Maximum Benefits**

The maximum payable per individual for basic and major Services combined is \$3,500.00 per calendar year.

**Benefit Coverage**

- ◆ All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:
  - Oral Examinations (every six (6) months)
  - Consultations
  - Full mouth series (once every twenty-four (24) months)

**Preventative Services Including:**

- ◆ All necessary procedures to prevent the occurrence of oral disease including:
  - cleaning and scaling
  - topical application of fluoride
  - space maintainers
- ◆ Surgical procedures

- All necessary procedures for extractions and other surgical procedures normally performed by a dentist.
- Restorative services
- All necessary procedures for filling teeth with amalgam, synthetic porcelain, and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth cannot be restored with any of the above materials.
- Prosthetic repairs
- All necessary procedures required to repair and reline fixed or removable appliances.
- ◆ Endodontics
  - All necessary procedures required for pulpal therapy and root canal fillings.
- ◆ Periodontics
  - all necessary procedures for the treatment of tissues supporting the teeth.
- ◆ Prosthetic appliances and Crown and Bridge procedures:  
Subject to 50% co-insurance
  - Crown and bridges
  - Partial and/or complete dentures but not more than once in three (3) years
- ◆ Orthodontics  
Subject to 50% co-insurance
  - the services of a certified orthodontist registered as such by the College of Dental Surgeons of British Columbia, only after the patient has been covered for twelve (12) months.
  - The maximum lifetime benefit is \$2,500.00 per person for all services provided by an orthodontist.

***Section 11: Cost Sharing:***

Medical Services Plan of B.C.:

Company 100%      Employee 0%

Long Term Disability Plan:

Company 0%      Employee 100%

Employees who are 65 years of age or older do not pay any premiums for long-term disability. Extended Health Benefits, Life and Accidental Death & Dismemberment Insurance, Dental, and Weekly Indemnity Plans:

Company 80%      Employee 20%

***Section 12: Coverage During Leave of Absence***

The following coverage will be provided up to a total of three (3) months in any one (1) calendar year:

Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Medical-Surgical, Extended Health Benefits, and Dental Coverage for employees on authorized leave of absence for extended vacation purposes.

Employees on authorized Union Leave will have the above coverage provided for up to six (6) months.

***Section 13: Vacation Use For Sick Time***

The Company will allow the use of the noted vacation allotment per year for sick time subject the following:

- i. These days may only be used to cover absences from work due to non-occupational accident or illness;
- ii. If an employee is off for longer than the prescribed waiting period for Weekly Indemnity, then in order to be eligible for vacation pay reimbursement, the employee must show they applied for Weekly Indemnity Benefits;
- iii. These days can only be used in full or half (1/2) days;
- iv. The time off is requested by the employee.

In order to ensure employees take most of their vacation, as it is intended, as vacation time, employees will be allowed to use up to five (5) vacation days under this Section.

**ARTICLE 22 - PENSIONS**

Effective June 1, 1992, a Registered Retirement Savings Plan will be established to cover all hourly employees. The Company will make contributions on the following basis:

Effective June 1, 2011 \$ 1.30 per hour

Effective June 1, 2012 \$ 1.35 per hour

Effective June 1, 2013 \$ 1.40 per hour

The Company contributions will be for all hours worked. In addition, the Company will contribute for an employees' holiday and vacation time. Employees shall be eligible following six (6) months of employment, and upon completion of the six (6) months, contributions shall be made retroactively for this period.

The Company contributions are intended to provide a retirement income. No withdrawals are permitted unless the employee retires or terminates.

Employees are also permitted to contribute to this plan, and if an employee so wishes, they may make a maximum of two (2) withdrawals per calendar year. An employee may only withdraw funds, which they have actually contributed (i.e. — withdrawals cannot be made from Company contributions).

**ARTICLE 23 — WAGE SCHEDULE**

<b>JOB CATEGORIES</b>	<b>Effective June 1, 2011</b>	<b>Effective June 1, 2012</b>	<b>Effective June 1, 2013</b>
<b>Building Department</b>			
<u>Builder/Finisher</u>			
0-12 months	22.53	22.98	23.44
13-24 months	23.88	24.36	24.84
25-36 months	25.27	25.77	26.29
Over 36 months	26.63	27.16	27.71
<b>Roller Department</b>			
<u>Roller/Builder</u>			
0-12 months	22.53	22.98	23.44
13-24 months	23.88	24.36	24.84
Over 24 months	26.63	27.16	27.71
<u>Lathe 1</u>			
0-12 months	22.53	22.98	23.44
13-24 months	23.88	24.36	24.84
Over 24 months	26.63	27.16	27.71
<u>Lathe 2</u>			
0-12 months	19.82	20.21	20.62
13-24 months	21.18	21.60	22.03
Over 24 months	22.53	22.98	23.44
<b><u>Cutting/Molding Department</u></b>			
0-6 months	20.47	20.88	21.30
7-12 months	21.84	22.27	22.72
13-18 months	23.21	23.67	24.14
Over 18 months	23.88	24.36	24.84

<b>JOB CATEGORIES</b>	<b>Effective June 1, 2011</b>	<b>Effective June 1, 2012</b>	<b>Effective June 1, 2013</b>
<b>Urethane Department</b>			
<u>Urethane Technican</u>			
0-6 months	23.88	24.36	24.84
7-12 months	25.27	25.77	26.29
Over 12 months	27.98	28.54	29.11
<b>Extrusion Department</b>			
<u>Die Cutter / Extruder Operator</u>			
0-12 months	23.88	24.36	24.84



13-24 months	25.27	25.77	26.29
Over 24 months	26.63	27.16	27.71

Extruder

0-12 months	20.98	21.40	21.83
13-24 months	22.35	22.80	23.25
Over 24 months	24.83	25.32	25.83

Rubber Mechanic (Extruder, Mill, Strip Builder, Hose Builder, Hand Layup)

0-12 months	22.53	22.98	23.44
13-24 months	23.88	24.36	24.84
25-36 months	25.27	25.77	26.29
Over 36 months	26.63	27.16	27.71

Mill Operator

0-12 months	22.08	22.52	22.98
13-24 months	23.42	23.89	24.37
Over 24 months	26.63	27.16	27.71

**Maintenance**

<u>Certified Millwright</u>	31.39	32.01	32.65
<u>Non Certified Millwright</u>	26.63	27.16	27.71

<b>JOB CATEGORIES</b>	<b>Effective June 1, 2011</b>	<b>Effective June 1, 2012</b>	<b>Effective June 1, 2013</b>
<b>General Labour &amp; Support</b>			
<u>Tool Crib Attendant</u>			
0-12 months	19.09	19.48	19.87
over 12 months	20.47	20.88	21.30
<u>Blaster</u>			
0-12 months	19.75	20.14	20.54
over 12 months	21.11	21.54	21.97
<u>General Labourer / Delivery: Driver/Trimmer</u>			
0-6 months	15.00	15.30	15.61
Over 6 months	16.38	16.71	17.04
<b>Shipper / Receiver Department</b>			
0-12 months	18.75	19.12	19.51
over 12 months	21.35	21.78	22.21
<b>Power Engineer (4th Class)</b>			
<u>4th Class Power Engineer</u>	22.20	22.64	23.09

**Note #1**

Employees currently receiving a higher rate than the rates under the Wage Schedule shall continue to receive higher rate exclusive of Leadhand Premium of One Dollar and Fifty Cents (\$1.50)

**Note #2**

Leadhands shall receive One Dollar and Fifty Cents (\$1.50) over the top department rate. Chargehands shall receive Three Dollars (\$3.00) over the top department rate. This money will count as regular earnings for the purpose of vacation pay.

**Note #3**

**First Aid Ticket Premiums:**

The minimum First Aid Certificate requirement for the Company will be a Level 2 ticket. The hourly premium for First Aid Certificate Holders will be as follows:

<b><u>Level of Certificate</u></b>	<b><u>Rate</u></b>
Level 3 Certificate	\$1.25 per hour

Level 2 Certificate                      \$1.25 per hour

Note: The current level 3 incumbent will be grandfathered until the individual, for whatever reason decides not to renew his Level 3 First Aid Certificate.

Designated First Aid Attendants who attend classes to obtain or renew a First Aid Certificate will be compensated for lost regular straight time earnings.

The Company may limit the number of employees eligible to take First Aid Certification. The Company will however, intend to carry a minimum of two (2) Level 2's (subject to employee's desire and ability to successfully complete the required courses. To be clear, if there are not enough volunteers, or there are enough volunteers but they are not successful in completing the course, the Company will not be required to hire into this position to maintain two (2) Level 2's. The cost of the course and all training materials will be paid by the Company on an upfront basis.

Should an employee fail the course, they will be required to pay for any extra training costs to complete the course. After successful completion, the Company will reimburse the employee. In no case however, will the Company be required to reimburse the employee for an amount in excess of the costs paid by the Company for the first time the employee took the course and wrote the exam.

If an employee should fail the examination a second time, he may be removed from the position at the Company's option.

**Note #4**

Effective December 1, 1996, employees who are holding a valid 4th Class Power Engineering Certificate, the Company will pay a \$1.00 per hour premium, to be added to the employee's regular wage for all purposes, or will pay the employee the 4<sup>th</sup> Class Power Engineering Certificate wage rate listed in the Collective Agreement, whichever is the greater.

The Company will be required to pay this for the number of tickets that are required by the B.C. Boilers Branch.

For any employee holding a valid Boiler Operators ticket, the Company will pay \$0.50 per hour premium, to be added to the employee's regular wage for all purposes. The Company will be required to pay this for the number of tickets that are required by the B.C. Boilers Branch.

**Note #5**

Before the Company hires a Non-Certified Millwright they will make every effort to hire a Certified Millwright. If the Company believes it has exhausted its' avenues to hire a Certified Millwright it will come to the Union to discuss the situation and allow the Union the opportunity to provide Certified Millwright candidates for the Company to consider.

Should the Company end up hiring a Non-Certified Millwright and this person subsequently become a Certified Millwright, then they would be paid the Certified Millwright rate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**ACR Group Inc.**

**Communications, Energy and  
Paperworkers Union of  
Canada (CEP) Local 433**

\_\_\_\_\_  
Peter Staczek

\_\_\_\_\_  
Glenn Tasker

\_\_\_\_\_  
Roger Bourget

\_\_\_\_\_  
Ted Webb

\_\_\_\_\_  
Brent Reid

\_\_\_\_\_  
Gord McInnis

**LETTER OF UNDERSTANDING #1 -  
VARIANCE IN HOURS OF WORK**

In the event the workload increases to the point where the work cannot be completed within the stipulated workweek, the Plant Committee shall meet to discuss alternatives.

Before consideration is given to some type of weekend work schedules, the Plant Committees shall ensure that all regular work hours have been exhausted.

Periodic short-term workload increases shall be covered by overtime.

If it is indicated that the workload increase will be of a long-term nature, the Committees may want to consider a Weekend Work Schedule.

**Example:**

Friday — Saturday — Sunday: Forty (40) hours pay. In this event the Saturday hours worked would be at straight time pay.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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**LETTER OF UNDERSTANDING #2 -  
ALTERNATE SHIFT SCHEDULE**

The company would like to propose alternative shift changes to accommodate the upcoming workload that we anticipate will keep accumulating, with the current shift hours we cannot accommodate our customers' demands and we anticipate the loss of some of these projects to our competitors.

Day shift	7:00 AM to 3:30 PM	(8 hrs) Paid for 8
Afternoon Shift	3:30 PM to 11:30 PM	(7 1/2 hrs) paid for 8
Graveyard Shift	11:30 PM to 7:00 AM	(7 hrs) paid for 8

Afternoon shift differential to be paid at \$1.00

Graveyard shift differential to be paid at \$1.50

Lead hands rate would apply as per the contract

This alternate shift can be implemented with 7 days' notice. The afternoon shift premium of \$1.00 will be paid year round. It is understood the Letter of Understanding only applies when 3 shifts are worked.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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## **MEDICAL SUPPLEMENT INSURANCE**

This Health Plan is designed to supplement the benefits provided by your provincial hospital and medical programs, It helps pay the cost of most hospital and medical expenses incurred by you and your eligible dependents.

The Benefit Year, the Deductible, the Insured Percentages and the Maximum Benefit can be determined from the Benefit Details.

### **Eligible Expenses**

#### **TYPE 1- IN - PROVINCE HOSPITAL**

Charges in you or your Dependent's Province or residence for:

1. room and board in a Hospital up to the daily limit shown in the Benefit Details.
2. out-patient services in a hospital
3. room and board in a Convalescent Hospital, when ordered by a Doctor, provided:
  - a) it follows at least 5 consecutive days of Hospital confinement.
  - b) it commences within 14 days after termination of such Hospital confinement, and
  - c) it is for rehabilitation and not primarily for custodial care

The maximum amount payable is \$20 per day for up to 180 days of confinement for all periods of treatment of an illness due to the same or related causes.

#### **TYPE 2 - PRESCRIPTION DRUGS**

##### **Charges for:**

1. drugs, serums and vaccines which by law are available only with a prescription written by a Doctor or Dentist and dispensed by a licensed pharmacist.
2. contraceptives prescribed in writing by a Doctor.
3. insulin, including needles, syringes and reagent strips.
4. colostomy supplies.
5. drugs for the treatment of infertility which by law are available only with a prescription written by a Doctor and dispensed by a licensed pharmacist. The maximum amount payable for each person during his lifetime is \$2,400.00.

##### **Payment is not made for:**

1. drugs and medicines not requiring a prescription, including cough medicines, baby foods and formula, minerals, proteins, vitamins and collagen treatments.
2. any charge for the administration or serums, vaccines and injectable drugs.
3. drugs, serum and vaccines dispensed by a Doctor or dentist.
4. anti-obesity treatments, including drugs, proteins and dietary or food supplements, and hair growth stimulants, whether or not prescribed for medical reasons.

5. any nicotine resin containing products or any other smoking cessation products, whether or not a prescription is required for their sale.

The payment for a single purchase of a Type 2 Eligible Expense is limited to the cost of a supply which could reasonably be consumed or used within a 3 month period following such payment.

### **TYPE 3 - EXTENDED HEALTH CARE**

Emergency means an acute unexpected condition, illness, disease or injury that requires immediate assistance.

Extended Health Care, other than wigs and the services of a licensed optometrist, and ophthalmologist or a Dentist, must be ordered by a Doctor.

#### **Charges for:**

1. use of a licensed ambulance for local transportation of the person to and, if medically necessary, from the nearest Hospital qualified to render the necessary medical services.
2. use of a licensed air ambulance for transportation of the person to the nearest hospital qualified to render necessary Emergency medical services.
3. the following services outside the person's Province of residence or Emergencies or referrals.
  - a) room and board in a Hospital, up to the Hospital's semi-private rate.
  - b) other hospital services provided out of Canada.
  - c) Out-patient services in a Hospital.
  - d) services of a Doctor.

A referral must be for treatment of an illness and made in writing by a doctor located in the person's Province of residence. Services rendered in such cases as:

- i) must be rendered in Canada if such services (irrespective of any waiting lists) are available in Canada, or may be tendered out of Canada if such services are not available in Canada, and,
- ii) Must be services for which the Provincial Medicare Plan of the person's Province or residence agrees, in writing, to pay benefits to such person as a result of the referral.

Eligible Expenses must be incurred within 60 days of the date the person leaves his Province of residence. If Hospital admittance takes place within such a period, in-patient services are covered until the date of discharge.

- 4) services, while not confined in a Hospital, of a Private Duty Nurse not normally resident in the person's home. The maximum amount payable per person is shown in the Benefit Details. (A Private Duty Nurse is a registered nurse, or nursing assistant, licensed, registered or certified through the respective provincial licensing body or professional organization as the case may be.)
- 5) laboratory test done in a commercial laboratory for diagnosis of an illness (but excluding any tests performed in a Doctor's office or a pharmacy).



- 6) services of a Dentist, including charges for braces or splints, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth which occurs while the person is insured under this provision and provided the services are received within six months after the date of the Accident. In no event will payment exceed the amount for the procedure in the Provincial Dental Association Fee Guide for a general practitioner which is current in the Employee's Province of residence the date the treatment is received.
- 7) services of an ophthalmologist or a licensed optometrist. The maximum amount payable in any two consecutive Benefit Years is \$50 for each person.
- 8) wigs following chemotherapy. The maximum amount payable in any Benefit Year is \$300 for each person.
- 9) equipment rented (or purchased at the insurers option) for temporary therapeutic use.
- 10) casts, splints, trusses, braces or crutches.
- 11) mammary prostheses required as a result of surgery. The maximum amount payable in any Benefit Year is \$200.00 for each person.
- 12) artificial limbs and eyes, including replacements when medically necessary but excluding myoelectric appliances.
- 13) stump socks. Limited to 5 pairs per Benefit Year for each person.
- 14) elastic support stockings including pressure gradient hose. Limited to 2 pairs per Benefit Year for each person.
- 15) custom made orthotic inserts for shoes, prescribed in writing by a Doctor, podiatrist or chiropodist. The maximum amount payable in any Benefit Year is \$350 for each person.
- 16) custom made and/or modification costs, for orthopedic shoes prescribed in writing by a Doctor, podiatrist or chiropodist. The maximum amount payable in any Benefit Year is \$500 for each person
- 17) hearing aids prescribed in writing by an otolaryngologist. The maximum amount payable in any 5 consecutive Benefit Years is \$500 for each person.
- 18) treatment of an illness by the use of radiotherapy or coagulotherapy.
- 19) oxygen, plasma and blood transfusions.
- 20) glucometers prescribed in writing by a diabetologist or a specialist in internal medicine. The maximum amount payable for each person during his lifetime is \$700.