

COLLECTIVE AGREEMENT

Between:



KINGSPAN INSULATED PANELS LTD.

5202 272nd Street, Langley, B.C.

(Hereinafter referred to as the EMPLOYER)

And:



(Hereinafter referred to as the UNION)

May 1, 2024 – April 30, 2027

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ARTICLE 1 – PURPOSE

1.01 PURPOSE

The purpose of this Agreement is to provide fair and reasonable working conditions and job security for Employees; promote harmonious employment relations between the Employer and the Employees; provide mutually agreed methods of resolving disputes and grievances arising from the terms and conditions of this Agreement; prevent strikes and lockouts; to ensure the assignment of work in a manner to maximize the number of full-time Employees; enable the skills of both Employer and Employees to operate to the end that waste and avoidable delays are prevented and to ensure to the fullest extent possible; promote strong public relations and ensure the provision of quality service by the Employees at all times to both internal and external clients of the Employer as well as safety and the efficiency of the Employer; promote good public relations. It shall apply to all Employees within the bargaining unit regardless of union status.

ARTICLE 2 – PARTIES & RECOGNITION

2.01 SOLE BARGAINING AGENT

Kingspan Insulated Panels Ltd. (hereinafter termed the Employer) recognizes Unifor Local 1928 (hereinafter termed the Union) as the sole and exclusive bargaining authority for all Employees covered by this Agreement employed at Kingspan Insulated Panels Ltd. except those excluded on Orders of Certification issued by the Labour Relations Board of British Columbia. No direct or indirect bargaining shall take place between the individual Employees or Employer which would alter the application or interpretation of the Collective Agreement, except at the direction of the Local 1928 Union President or designee and as provided for in this Agreement.

2.02 NEW CLASSIFICATIONS

When a new classification is established which comes within the scope of this bargaining authority, the Employer and the Local 1928 Union President or designee shall meet to discuss the new classification and set an appropriate rate. If agreement cannot be reached the matter shall be processed through the arbitration proceedings set out in this Agreement. Upon establishment of the new classification, an interim rate shall be set and if the rate finally set through negotiations or arbitration is higher than the interim rate a retroactive adjustment shall be made back to the date when the new classification was established.

2.02.1 REVISED CLASSIFICATION

In a case where changes in job content of an existing classification are deemed sufficient to warrant an increase in the existing rate, the Local 1928 Union President or designee and the Employer shall meet to establish a new rate. If agreement cannot be reached, the matter shall be processed through the arbitration proceedings set out in this Agreement. When and if a higher rate is

established, it shall be effective from the date the classification was first submitted for review.

2.03 NO OTHER AGREEMENT

The Company agrees not to enter into any agreement or contract with the Employees covered by this Agreement, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement or any statute of the Province of British Columbia or of Canada. Any such agreement will be null and void. Notice of the intent to enter in such an Agreement shall be submitted to the Local 1928 Union President or designee and the Union shall be a party to such Agreement and must accept such an Agreement in order for it to be valid.

2.04 SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation is sold, leased, transferred, or taken over by the sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms, conditions, and life of this Agreement. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of this Agreement should one (1) of these transactions mentioned above take place. Such notice shall be in writing with a copy sent to the Local 1928 Union President or designee as soon as is reasonably possible and not later than the effective date of transaction.

2.05 CONTINUATION OF EXISTING PRACTICES

All the rights, benefits, and privileges which the Employees now enjoy, receive, or possess shall, to the extent that the same do not conflict with this Agreement, shall continue to be enjoyed, possessed, and held by the Employees. Any rights of the Union which are not specifically mentioned in this Agreement shall, to the extent that the same do not conflict with this Agreement, continue in full force and effect for the duration of this Agreement.

ARTICLE 3 – CONTRACTING OUT

3.01

The Employer agrees not to contract out any work performed by bargaining unit members whereas contracting out would result in:

- (a) in the loss of any jobs or
- (b) in the involuntary loss of any hours of work or
- (c) failure to recall an Employee on the recall list.

3.02 MANAGEMENT PERFORMING BARGAINING UNIT WORK

It shall not be a contravention of this Agreement for non-bargaining unit Employees to perform bargaining unit work for the purposes of instruction, or on a temporary and occasional basis in cases of legitimate emergency (including an open post) where the Employer has made every reasonable attempt to assign the work to a

bargaining unit member, or where bargaining unit members cannot be recalled on time to perform the work.

The Employer must, upon a request within seven (7) days of an instance of a non bargaining unit Employee doing bargaining unit work, supply the Local 1928 Union President or designee with records of the attempts to assign the work to bargaining unit Employees. If the Union deems the records to be insufficient, or the attempts to assign the work unsatisfactory, a grievance may be filed within ten (10) days of receiving the records in question.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as limited by the provisions of this Agreement. It is the exclusive function of the Employer.

- (a) to operate and manage its business;
- (b) to maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time-to-time reasonable rules and regulations, policies, and practices to be observed by its Employees, which are not inconsistent with the terms of the Collective Agreement;
- (c) to select personnel for hiring, transfer, assign duties and shifts, promote, demote, discipline or discharge, classify, layoff, recall, provided that a claim that an Employee who has been disciplined or discharged without just cause may be the subject of a grievance; and
- (d) to determine the method of operation, the amount or method of supervision, the schedules of work and the rotation of shifts, the hours and days of work and the number of Employees required at any time, the contents of jobs, the standards of performance.

4.02 ADMINISTERING AGREEMENT

In administering this Agreement, the Company shall act reasonably, fairly, and in good faith and in a manner consistent with the Agreement as a whole.

4.03 RULES AND REGULATIONS

The Employer may, from time to time, make rules and regulations concerning employment to be complied with by the Employees which are not inconsistent with the terms of this Agreement. Such rules and regulations include but are not limited to those contained in the Employer's Policy Book, as amended from time to time. An up-to-date copy of any amendments will be forwarded to the Union. Any regulations may become the subject of a grievance. All regulations will be consistent with the Agreement, reasonable, and consistently enforced.

ARTICLE 5 – UNION SECURITY

5.01 MEMBERSHIP IN GOOD STANDING

All Employees covered by the certification shall join the Union from the first (1st) day of their employment and shall maintain their membership in good standing with the Union. The Employer shall provide each new Employee with a copy of the current Collective Agreement.

5.02 NEW HIRES

New Employees shall provide to the Employer, at the time of their employment, a permanent, current address and telephone number and Email address, (if the Employee has one) in writing and are required to advise the Employer of any changes to their address or telephone number or email during their employment. In the event that an Employee neglects to advise the Employer of any change in address or telephone number or email and ceases to have a permanent address and telephone number, the Employer shall not be held liable for any failure to contact the Employee as may be required by under the Collective Agreement.

5.03

The Company will notify the chief Shop Steward and the local 1928 Representative of any new hire, thirty (30) minutes shall be allotted for the Union Representative to spend time alone with the new hire.

5.04 FAILURE TO MAINTAIN MEMBERSHIP

The Employer upon receipt of written notice and reasons from the Union shall terminate forthwith any Employee who as determined by the Union, at its sole discretion, fails to become or ceases to be a member in good standing within the Union. The Employer shall be held harmless from any action resulting from such termination.

ARTICLE 6 – DUES CHECKOFF

6.01 CHECKOFF

The Employer shall deduct from every Employee any dues, fees, or assessments levied, in accordance with the Union Constitution and Bylaws and pay same to the Secretary-Treasurer of the Union by the fifteenth (15th) day of the month following such deductions. There shall be no initial initiation fee levied by the Union for new hires. Deductions are to be made based on the regular bi-weekly earnings of every Employee in the bargaining unit.

Regular earnings include but are not limited to vacation pay, holiday pay, jury duty pay, full paid leave compensation, paid absence allowance compensation, cost of living allowance, supplementary unemployment benefits, or an equivalent lay-off benefit. Regular wages do not include overtime, shift, and weekend premiums, WorkSafeBC benefits, relocation, termination, or severance pay, pension, supplemental parental, or maternity benefits.

6.02 REMITTANCE

The Employer shall, by the fifteenth (15th) day of each month, send all names of present and new Employees, as well as the date of employment of Employees and hours worked by individual Employees covered by the Agreement.

6.03 EMPLOYER'S REPORT OF CONTRIBUTIONS

The Employer shall submit an Employer's Report of Monthly Contributions for each month. This report shall be on the form and in the detail, prescribed by the Union.

The report shall record all hours worked by individuals, Union dues, which apply to the period covered by the report. The cut-off date each month shall be the close of the Employer's payroll closest to the end of the month. The report shall record the first (1st) day worked (FDW) with the appropriate date of each individual hired during the period. It shall also record the last day worked (LDW) with the appropriate date for each individual terminated during the period. The report shall be submitted, and the relevant monies paid to the Union Secretary-Treasurer by the fifteenth (15th) day of the month following the month to which the report applies. All hours, dues, fees accrued after the monthly cut-off shall be credited to and reported on the following month's report.

6.04 DELINQUENT PAYMENTS AND PENALTY

The Union shall advise the Employer, in writing, of any financial delinquency in respect to the Employer's Report of Contributions. Should the Employer fail to respond within ten (10) working days of the date of the notification by either payment of the delinquent amount or written reasons or requests for delay, acceptable to the Local 1928 Union President or designee, there shall be an interest charge of ten percent (10%) per month assessed on the outstanding balance.

The parties agree that all grievances relating to Union dues as provided for in this Agreement shall be dealt with by an Arbitrator as set out in Article 10 to this Agreement. The parties agree that an award of such Arbitrator may be enforced under the proper provisions of the Labour Relations Code of British Columbia. The parties agree that the costs of such arbitration shall be borne by the unsuccessful party. Claims for payment which are not made by the fifteenth (15th) day of the month following the month in which such payments became due may be referred to arbitration.

6.05 CHANGE IN DUES

In the event of a change in the schedule of fees, dues and assessments made by the Union, the Employer shall make deductions in accordance with the revised schedule after receiving one (1) month written notice from the Local 1928 Union President or designee by registered mail of such change.

6.06 T4 SLIPS

The Company will account for all dues deducted on the Employees' T4 slip for income tax purposes.

ARTICLE 7 – UNION REPRESENTATION

7.01 UNION REPRESENTATIVES

Shop Stewards shall be elected or selected by the Union and shall be Kingspan Employees. The Employer shall recognize the Shop Stewards selected in accordance with the Union rules and regulations following notification from the Union, in writing, of their appointment. Shop Stewards shall be recognized as the Representative of the Employees. There may be a total of four (4) Shop Stewards, one (1) of which shall be the Chief Shop Steward.

7.01.02

In the exercise of their functions, Shop Stewards shall first obtain permission from their Supervisor prior to leaving their assigned duties to carry out any duties arising out of a complaint and/or settlement of a grievance(s). Such permission shall not be unreasonably withheld. Shop Stewards shall not let their Union duties unduly interfere with their regular work assignment and the carrying out of such duties shall be without loss of pay. Employees who attend Union Management meetings shall not suffer any loss of regular pay by reason of their attendance. As far as practicable, meetings will be held during the scheduled hours of the Employees participating.

7.01.03

In the event of a layoff or reduction in the work forces, Head Shop Steward shall at all times, be given preference of continued employment, unless otherwise agreed, provided they have the necessary skills and qualifications to perform the required remaining work.

7.01.04

A Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. If the Employer discharges any Shop Stewards, the Local 1928 Union President or designee will be advised prior to such discharge.

7.02 INFORMATION REQUIRED

The Union must provide the Company with an up-to-date list of contact information, (email, and phone numbers) for the Chief Shop Steward and Local 1928 Representative.

7.03 CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Shop Steward and copied to the Local 1928 President at the Union Hall. The Employer agrees that a copy of any correspondence between the Employer and an Employee, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Shop Steward and copied to the Local 1928 President at the Union Hall.

7.04 BULLETIN BOARDS

The Employer agrees to supply one (1) bulletin board secured behind glass in the lunchroom for the exclusive posting of union notices concerning meetings and such other information the Union wishes to communicate to its members. Postings must be authorized by Local 1928 and the elected Executive or designate. The Union agrees that defamatory and libelous statements concerning the Employer and Management shall not be placed on the Union Bulletin Board.

7.05 UNION ACCESS

The Representatives of the Union shall have access to the job site at any time provided the Employer is notified in advance.

7.06 TIME OFF FOR UNION ACTIVITIES

The Employer will pay lost time wages for two (2) members of the bargaining unit to be on the Negotiating Committee. Pay for negotiations with Management Representatives will be at straight time hourly rate for seven and one-half (7½) hours per day.

Upon fourteen (14) calendar days' notice, a request for a leave of absence without pay shall be granted for up to three (3) Employees who are elected or appointed to represent the Union at a conference, convention, or as needed for any other Union business.

7.07 UNION LEAVE

Any Employee who is selected to a full-time Union position will be granted a leave of absence without pay and without loss of seniority for such length of time as may be required. Union leave time is considered as time worked for all purposes of the Collective Agreement.

7.08 ANTI-UNION DISCRIMINATION PROHIBITED

There shall be no discrimination against or intimidation of any Employee for reasons of union membership or for union activity. The Employer further commits that no Employee covered by this Agreement will be unlawfully interfered with, restrained, coerced, or discriminated against by Management because of membership in, or lawful activity on behalf of the Union.

ARTICLE 8 – PICKET LINES & STRUCK WORK

8.01 PICKET LINE

All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the BC Labour Relations Code. Any Employee failing to report for duty shall be considered absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

8.02 STRUCK WORK

The Employer shall not require Employees to process material received from or destined to a location where it is known an authorized strike or lockout is in place.

ARTICLE 9 – DISCHARGE & DISCIPLINE

9.01 JUST CAUSE

Employees who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing including verbal warnings which are documented with a date, subject and person present. A copy of each disciplinary letter or verbal warning will be given to the Shop Stewart present and copied to the Local 1928 President at the Union Hall.

9.02 PROGRESSIVE DISCIPLINE

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline. No Employee who has completed probation shall be terminated or demoted for other than just and reasonable cause, lack of work or retirement, unless they have received, at least, two (2) written warnings within the previous twelve (12) months.

The written warnings will, in preference, be presented personally as soon as practicable following the offence. In the event that it is not practicable to personally present the warnings within two (2) business days of knowledge of the offence, the warnings may be mailed within three (3) business days following knowledge of the offence and shall be copied to the Local 1928 Union President or designee. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

Written warnings shall be removed from an Employee's file not more than twelve (12) months after the offence. Records of Employee suspensions shall be removed from an Employee's file two (2) years after the offence, provided there has been no further discipline for the same or similar type of offence during the two (2) year period.

9.03 RIGHT TO REPRESENTATION

The Employer will notify the Chief Shop Steward and the Local 1928 Representative forty-eight (48) hours prior to a meeting with an Employee if the purpose of the meeting is related to the imposition of discipline. A Shop Steward will be allowed to attend the meeting. Attending such a meeting shall be without loss of pay and the time spent at such meeting will be considered as time worked. For the purposes of this Article, the call-in pay provisions contained in this Agreement shall not apply.

Notwithstanding the foregoing, where an Employee is called into a meeting on their day off, they shall be paid at their regular rate of pay for a minimum of four (4) hours.

9.04 EMPLOYEE FILE

The Employer agrees there shall be only one (1) personal file for each Employee and that no report relating to the Employee's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the file.

No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the Employee within ten (10) days after the date of the alleged infraction, or of it coming to the attention of the Employer. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

9.05 ACCESS TO EMPLOYEE FILE

Employees, upon five (5) business days written notice to the Employer, may inspect their personnel file twice yearly, by appointment in the presence of a member of Management and an elected Union Representative. Such inspection shall be limited to one (1) hour. Employees may not remove any materials from their personnel file; however, they will be permitted to make notes or take pictures of information contained therein. Reasonable photocopies will be provided by the Employer. Employees will not be paid for the time spent inspecting their personnel file.

9.06 DISPUTING ENTRIES IN FILE

Employees may choose to dispute entries found in their file via the grievance procedure or they may choose to include an explanation of material on file which shall constitute part of their file. Copies of the explanation and referenced documents shall be provided to the Employee on request.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 GRIEVANCE

Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any differences arising from the dismissal or suspension of an Employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

All grievances shall be presented on a timely basis and no grievance will be considered unless the matter has been brought to the attention of the Employer in writing by the Employee and/or the Shop Steward, or a Union Representative within the following time limits:

- (a) Within ten (10) calendar days for alleged discharge for cause.
- (b) Within sixty (60) calendar days for general grievances.
- (c) Within six (6) months for pay issues.

The time limits may be extended by mutual written agreement of the parties. The specified time limits shall apply from the time the Union and/or Employee were aware of the facts constituting the alleged violation.

10.02 PROCEDURE

The parties are encouraged to try to resolve issues on an informal basis prior to invoking the grievance procedure.

STEP 1:

The Head Shop Steward or designated Steward shall submit their formal grievance in writing to the Direct Manager or their designate. The Direct Manager or their designate shall reply to the grievance in writing, with a response to each specific allegation outlined in the grievance, within seven (7) calendar days of receiving the written grievance.

A copy of the grievance and response must be given to the Shop Steward and copied to the Local 1928 President at the Union Hall. If a satisfactory settlement cannot be reached, then:

STEP 2:

Within ten (10) calendar days of receiving the Company's reply in Step 1, the Union will notify the Company, in writing, that it desires to move the grievance to Step 2.

Within ten (10) calendar days thereafter, the Local 1928 Union President or designate, will meet with the Plant Manager in an attempt to resolve the grievance.

No later than ten (10) calendar days following the Step 2 meeting, the Plant Manager will notify the Local 1928 Union President or designee in writing, of their decision. If no satisfactory settlement is reached, then the grieving party may refer the grievance to a single Arbitrator pursuant to Article 11 within thirty (30) days. Any dispute not referred to arbitration within this time limit will be considered to be irrevocably withdrawn.

10.03 TIME LIMITS

All grievances and referrals to arbitration must follow the required timelines, which can only be extended with written mutual consent of the Employer and the Local 1928 Union President or designee.

10.04 GRIEVANCES FILED AT STEP 2

Group and policy grievances or grievances concerning the suspension or dismissal of an Employee may be initiated at Step 2 of the grievance procedure and must be submitted within ten (10) calendar days of the date the situation arose that led to the grievance.

10.05 GRIEVANCE MEETINGS

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Employer Representative and the Union Representative. The Union Representative shall suffer no loss of pay.

10.06 DISCLOSURE OF INFORMATION

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and

resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

ARTICLE 11 – ARBITRATION

11.01 REFERENCE

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure either party may request that the matter be referred to mediation or arbitration.

11.02 SINGLE MEDIATOR OR ARBITRATOR

The arbitration shall be conducted by a single Mediator or Arbitrator mutually selected by the Employer and the Union. The cost will be shared half (½) by the Employer and half (½) by the Union.

11.03 NO POWER TO MODIFY

The Mediator/Arbitrator shall receive and consider such material evidence and conditions as the parties may offer and the Mediator/Arbitrator deems relevant. In reaching a decision, the Mediator/Arbitrator shall be governed by the provisions of this Agreement. The Mediator/Arbitrator shall not be vested with the powers to change, modify, or alter any of the terms of this Agreement.

11.04 BINDING EFFECT

The findings and decision of the Mediator/Arbitrator on all questions shall be binding and enforceable on all parties.

11.05 EXPEDITED MEDIATION/ARBITRATION PROCESS

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined above:

- (a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (b) The outcome may be binding on both parties.
- (c) The cost will be shared half (½) by the Employer and half (½) by the Union.
- (d) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
- (e) No legal counsel will be used by either party. The Union will use elected officers or Union Representatives. The Employer will use Employees of their Human Resources Office.
- (f) The number of cases to be heard at any given time will not exceed three (3).
- (g) Wherever possible, the Mediator or Arbitrator will attempt to mediate a settlement between the parties.

- (h) In such cases that the Mediator or Arbitrator must write a decision, such decision shall be brief and to the point.

ARTICLE 12 – PROBATION

12.01 PROBATIONARY PERIOD

An Employee shall be a probationer for the first (1st) sixty (60) calendar days. During the period of probation, the Employee's suitability for permanent employment shall be assessed based on their:

- (a) conduct.
- (b) quality of work.
- (c) ability to work harmoniously with others.

Upon completion of the probationary period the Employee's seniority shall be retroactive to the date of hire.

If at any time during this period the Employer finds the Employee unsuitable for the above reasons, they may be terminated. If the termination is disputed, the Employer shall be required to show it acted reasonably in judging the Employee unsuitable for permanent employment with the Company.

12.02 EXTENSION

Probation may be extended with the written consent of the Local 1928 President. The length of the extension shall be confirmed in writing.

ARTICLE 13 – SENIORITY

13.01 SENIORITY UNIT

Seniority shall be on a plant-wide basis and shall mean total length of service in the bargaining unit. For ticketed trades, department seniority shall be first considered before plant wide seniority.

13.02 APPLICATION OF SENIORITY

The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in cases of vacancies, promotions within the bargaining unit, lay-off and recall after lay-off, seniority shall prevail, subject to the Employee possessing the necessary qualifications and ability to perform the work.

13.03 CALCULATION OF SENIORITY

When two (2) or more Employee's complete probation on the same day the procedure for establishing their seniority shall be determined alphabetically based on the Employees last names.

13.04 SENIORITY LISTS

Every six (6) months, or upon request of the Union, an updated seniority list consisting of the name, date of hire, and classification of each Employee shall be posted on the bulletin board.

13.05 TRANSFERS

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a supervisory position outside the bargaining unit, they shall not accrue further seniority. They shall retain their seniority accrued prior to departure for a period not to exceed six (6) months. Following the expiry of the preceding limit, the Employee's name shall be considered deleted from the seniority list. A transferred Employee who returns to the bargaining unit shall continue to accumulate seniority as of the date of return which shall then be added to the previously accrued seniority.

13.06 LOSS OF SENIORITY

An Employee shall cease to have seniority rights and Employee status with the Employer shall be terminated for all purposes if the Employee:

- (a) Voluntarily terminates their employment and in the event an Employee is rehired there shall be no continuity of service and will be considered a new hire for the purposes of seniority.
- (b) is laid off by the Employer for a period of eighteen (18) consecutive months.
- (c) fails to report for work within five (5) working days after being notified by the Employer of recall by written notification, unless due to illness. If requested by the Employer a medical certificate must be presented within three (3) business days but may be extended by mutual agreement between the Employer and the Union.
- (d) is absent without leave for seven (7) consecutive working days and no reasonable reason given.
- (e) is terminated for just and reasonable cause.
- (f) if an Employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence. The reasonable excuse must be communicated within ten (10) calendar days from the return date.
- (g) fails to work an offered shift within sixty (60) calendar days of the last shift worked.

ARTICLE 14 – JOB VACANCIES & PROMOTIONS

14.01 JOB POSTINGS

All vacancies expected to last more than thirty (30) days or lasting more than thirty (30) days shall be posted for at least five (5) business days. A copy of the posting shall be sent to the Local 1928 Union President or designee. All Employees

wishing to apply must submit a written request for the position to be considered for the position.

The posting document shall contain the following:

- (a) position available,
- (b) rate of pay,
- (c) hours of work,
- (d) schedule information,
- (e) required knowledge and qualifications,
- (f) the date of the posting and the closing date for the available position and any other information that may be helpful in assisting the applicant in reaching a decision, which posting period shall be no less than five (5) calendar days in duration.

If there is any dispute regarding a posting or a lack of posting, the issue shall be referred to the Shop Committee to attempt to resolve prior to resorting to the Grievance Procedure or Arbitration.

14.02 TEMPORARY VACANCY

Any temporary vacancy that Management determines to be available for more than five (5) working days shall be posted for forty-eight (48) hours, at which time the position shall be temporarily awarded to the most senior and qualified applicant. If Management determines the vacancy can be covered by Employees in the same or higher classifications, then the temporary position will not be posted.

14.03

All Employees who meet the minimal qualifications will be awarded posted positions with senior Employees being given the first opportunity, taking into account previous history, job performance and suitability.

Postings shall be awarded by Management within ten (10) business days of the original closing date.

14.04

Within five (5) business days of the position being filled, all applicants for the posted position and the Local 1928 Union President or designee shall be notified in writing of the name of the successful applicant and the effective date of the promotion. Upon request, the Union shall be advised of the names, seniority, and qualification of all applicants.

14.05

If none of the applicants qualify for the job after a reasonable training and trial period, the Employer may select from qualified applicants outside of the bargaining unit.

14.06 APPLICATION WHILE ABSENT

Employees shall be permitted to fill in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy occur. The Employer will contact all senior Employees absent or on leave who wish to be considered for postings which may occur during their absence.

14.07 FOREMAN POSTINGS

Promotions to Foreman will be posted in the usual manner and the awarding of the post will take into account seniority, ability to perform the work required, and history with the Company. Upon awarding of postings, the successful applicant will be on probation for sixty (60) days in order to assess the applicant's ability. Should the applicant be unable to adapt to the skills required for the position, they will return to their previous position.

14.08 POSTING DOWN

When an Employee is involuntarily transferred or displaced into a lower classified position, they shall suffer no loss of pay and their rate shall be red circled until the scales catch up to their current compensation. If an Employee chooses to post into a lower classified position, they shall be paid the rate of such classification, effective the date of commencing the new job.

ARTICLE 15 – TRAINING

15.01

The training period for all classifications shall be sixty (60) working days. The Shop Committee will evaluate all trainees every thirty (30) days. If the Shop Committee determines at the end of the sixty (60) days that the trainee lacks the skills necessary, then the trainee may be subject to additional training up to thirty (30) days.

15.02

The successful applicant for a posting must train in the posting. Should an Employee not qualify at the end of the training period they will revert back to their previous posting and the opportunity will be given to the next applicant with the highest seniority.

15.03

No Employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and/or instruction. No discipline shall be administered without taking into account the amount of training and instruction the Employee has received.

15.04

When training is a requirement of the Employer, training and examinations shall, whenever possible, be given to Employees during regular working hours.

ARTICLE 16 – LAYOFF & RECALL

16.01 LAYOFF

In the event of a layoff, the Employer agrees that Employees shall be laid off in the reverse order of their seniority. The Employees shall be recalled to work in order of seniority provided they are qualified to do the work available. No new Employees will be hired until those laid off have been given the opportunity to return to work.

16.02 NOTICE TO UNION

The Employer shall notify the Union of any layoff prior to serving notice of layoff to the Employees. Such notice shall consist of the number of Employees and classifications to be laid off.

16.03 LAYOFF NOTICE

Future layoff notices can be posted Monday to Friday. Layoff notice must be posted no later than 12:00 noon the day before the layoff or another day's notice will apply.

16.04 OPTIONS

Whenever a reduction in the workforce is necessary, the affected Employees shall be advised by the Employer of the following options available:

- (a) bumping a junior Employee;
- (b) layoff with the right of recall.

16.05 BUMPING

An Employee given layoff notice will also be given the opportunity to displace an Employee with less seniority in a similar or lower classification provided the senior Employee has the ability and qualifications to perform the job in a manner which will not adversely affect the efficiency of the department beyond the training period. Employees who bump into a lower-level position will be paid at the step in the new position which is closest to their current pay. Employees must give notice they are considering exercising their bumping rights within two (2) business days of receiving layoff notice.

16.06 RECALL RIGHTS

Employees who have passed probation and are laid off will retain seniority and recall rights by time served plus two (2) months up to a maximum of twenty-four (24) months.

16.07 NOTICE OF RECALL

The Company shall give notice of recall from layoff by phonecall, email, and/or text message to the Employee and Employees shall keep the Company advised of their current addresses and phone numbers. The Employer will not be responsible if the address is not current. If the Employer is unable to contact an Employee regarding a call-back, the Employer will notify the local Union of their attempts of

such call-backs. After notification from the Employer, the Union will attempt to notify the Employee and will contact the Employer within one (1) business day.

16.08 TEMPORARY RECALL

In the event of a temporary call back [defined as a recall expected to last less than five (5) working days] those Employees with three (3) or more years' seniority, being called back, will have the option of accepting or rejecting temporary call backs within two (2) business days of receiving the call back.

16.09 RESPOND TO RECALL

In the event the call-back is expected to last five (5) or more working days Employees laid off and who have been notified of the plant vacancy by personal phone contact, courier or registered mail must respond to the Employer's notification within two (2) business days of receiving the call back.

16.10 RETURN TO WORK

A recalled Employee shall report back to work the following workday provided the Employee is not sick, on WorkSafeBC., on bereavement, on approved Leave of Absence, or on approved vacation and is not working. In the event the recalled Employee is working, they shall report back to work by the fourth (4th) working day following notification by personal phone contact or text message, couriered, or registered mail.

Should an Employee fail to report for work within the designated period and having no reasonable excuse for such failure, they shall forfeit all seniority rights.

ARTICLE 17 – SKILLED TRADES

17.01 AGREEMENT APPLIES

All provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades, except as otherwise expressly stated.

All skilled trades Employees must hold the necessary red seal ticket, an equivalent ticket or actively be participating in a trade's apprenticeship programs.

17.02 DEFINITION OF A MAINTENANCE TECHNICIAN

The term Maintenance Technician or Skilled Tradesperson as used in this Article shall mean any person:

- (a) who presently holds a Journeyperson classification or Interprovincial Red Seal certificate.
- (b) has completed a bona fide apprenticeship and holds a Certificate which substantiates such claim.

17.03 TRADES LICENCES

The Company shall pay the skilled trades for the renewal fees of the primary and special licences that may be required by the Employer.

17.04 JOB SECURITY

There will be no reduction of skilled trades Employees because of outside contracting throughout the life of this Agreement. More specifically:

- (a) Layoff Recall - When skilled trade's Employees are on layoff in a classification, the nature of which they customarily perform, and consideration is being given to outside contracting said work, the Company's skilled trade's Employees will be given priority for the work, before letting the contract, provided that they can perform the available work.
- (b) Full Utilization - It is the policy of the Company to fully utilize its own Employees in maintenance skilled trades classifications in the performance of maintenance and construction work. Consistent with local scheduling practices, when such work is required to be performed, skilled trades Employees will be given priority to do such work provided they are capable of performing such work.

17.05 MAINTENANCE SHIFT

There will be three (3) shifts that will rotate in a three (3)-week pattern as below:

		Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	Days	A	A	B	B	B
	Nights	C	C	C	A	A
Week 2	Days	C	C	A	A	A
	Nights	B	B	B	C	C
Week 3	Days	B	B	C	C	C
	Nights	A	A	A	B	B

Regular twelve (12)-hour shifts are from 7am to 7pm and from 7pm to 7am.

Each shift shall include a forty-five (45)-minute paid break and a forty-five (45)-minute unpaid break resulting in an 11.25 hour paid workday.

All hours worked shall receive a shift premium of six percent (6%).

Hours worked outside the standard twelve (12)-hour shift would follow standard overtime rules.

There shall be two (2) weeks' notice to modify shift pattern unless otherwise agreed by the Employer and the Union.

17.06 VACATION

Days are guaranteed but hours are limited as below:

11.25 hours vacation for each full day taken off, the method of accruing vacation hours does not change. However, entitlement is now per the below:

- Up to 2 years seniority 75 hours
- 2 years or more seniority 112.5 hours

- 9 years or more seniority 150 hours
- 16 years or more seniority 187.5 hours
- Sabbatical allowance becomes 37.5 hours rather than 5 days

17.07 MAINTENANCE STAT HOLIDAYS

Employees scheduled to work and take the day off to observe the stat will be paid a day's pay (11.25 hours) in stat pay.

Employees not scheduled to work as they are on a rostered day off will be paid a day's pay (11.25 hours) in stat pay but do not qualify for a day's holiday.

The stat is observed as the day the scheduled shift starts on. e.g. if the stat is on a Wednesday, Wednesday day shift and Wednesday night shift are observed unless otherwise agreed by Employer and Union.

17.08 PAID SICK DAYS

Any sick days covered by Provincial law will be paid at 11.25 hours.

ARTICLE 18 – APPRENTICES

18.01 APPLICATION

Application for the apprenticeship will be received by the Human Resources Department of the Company from the applicants considering they are eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee (JAC). However, it is understood that the final selection and the hiring of the apprentices is the sole responsibility of the Company.

18.02 ELIGIBILITY

In order to be eligible for the apprenticeship under these standards, the applicant must meet the following qualifications:

- (a) The candidate has successfully completed the academic standard prescribed by the regulations for the trade or must have a Provincial Secondary School diploma or its equivalent.
- (b) Exceptions to these requirements may be made by the Company upon the recommendation of the Joint Apprentice Committee for the applicants who have unusual qualifications and shall not be inconsistent with the Act.
- (c) It is understood that all applicants must successfully pass the Company's regular employment requirements including aptitude testing, reading comprehension, mathematics, and mechanical comprehension.

18.03 CREDIT FOR PREVIOUS EXPERIENCE

At the discretion of the ITA, credit for prior experience in the applicable trade may be given after evaluation and shall not be inconsistent with the Act. Review will be made prior to the completion of the apprentice's probationary period.

18.04 TERM

The term of apprenticeship shall be established by the ITA, these standards of apprenticeship in accordance with the schedule of work, processes, and related instruction.

18.05 PROBATION

The first (1st) six (6) months for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Joint Apprentice Committee. The registration agencies shall be advised of such cancellations.

18.06 HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the skilled tradesperson employed by the Company. In case an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to skilled tradespersons established by these standards is maintained.

18.07 DISCIPLINE

The Joint Apprentice Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (a) inability to learn.
- (b) unreliability.
- (c) unsatisfactory work.
- (d) lack of interest in the work or education.
- (e) improper conduct.
- (f) failure to attend classroom instruction regularly.

18.08 WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 60% pre apprentice
 - 70% upon completion of 1st year with required hours • 80% upon completion of 2nd year with required hours
 - 90% upon completion of 3rd year with required
 - 100% upon completion of red seal
- (a) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

- (b) Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.
- (c) Apprentices will sign a waiver to allow the Joint Apprentice Committee access to academic and attendance records at the college.
- (d) Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to the level of eighty percent (80%) of the Journeyman rate.
- (e) Apprentices will be paid their regular rate of pay for time spent in school.
- (f) An Employee entering the apprenticeship program from the plant will not receive a reduced hourly rate, and the hourly rate will progress once they have the required hours as per the chart above.
- (g) The Company will pay any ITA costs for an apprentice.

18.09 ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are per the ITA Training Standards. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the ITA of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

18.10 JOINT APPRENTICESHIP COMMITTEE (JAC)

At least one (1) Maintenance Technician will represent the skilled trades Employees on the Shop Committee. The skilled trades Maintenance Technician will be a union member covered by this Agreement.

It shall be the duty of the tradesperson on the Shop Committee:

- (a) To see that each prospective apprentice is interviewed and impressed with the responsibilities they are about to accept as well as the benefits they will receive.
- (b) To accept or reject applicants for apprenticeship subject to final approval by the Employer.
- (c) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- (d) To determine whether the apprentice's scheduled wage increase shall be withheld in the event they are delinquent in their progress.
- (e) To offer constructive suggestions for the improvement of training on the job.
- (f) To certify the names of graduate apprentices to the ITA and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship. No certificate will be issued by the ITA unless recommended by the Committee.

- (g) To review the Supervisor's monthly reports on each apprentice.
- (h) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices.

18.11 SUPERVISION

Apprentices shall be under the immediate direction of the Maintenance Foreman of the department. The Joint Apprentice Committee shall prepare adequate record forms to be filled in by the Maintenance Foreman under whom the apprentices receive direction, instruction, and experience. They shall make a report at least every thirty (30) days on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Apprentice Committee for review.

18.12 SENIORITY

The apprentices will exercise their seniority in their own group. For example, if there are four (4) apprentices in the trade such as "Millwright" and a reduction in this number is required due to lack of work, the first (1st) hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first (1st) to be reinstated. No regular Journeyperson shall be laid off prior to any apprentice being laid off. No apprentice shall be recalled prior to a Journeyperson being offered the opportunity to return to work.

18.13 APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and their parent or guardian (if they are a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the ITA.

The following shall receive copies of the apprenticeship agreement:

- (a) The Apprentice,
- (b) The Company,
- (c) The Joint Apprenticeship Committee,
- (d) The ITA,
- (e) The Local Union,
- (f) Unifor National Union.

18.14 CERTIFICATE

Once the apprentice has received their Completion of Apprenticeship, the Employee will arrange to sit and write for the Certificate of Qualification within one (1) year. The Company will provide any support needed to pass this exam, such as paying for the Employee to attend a pre-exam course.

ARTICLE 19 – CLASSIFICATIONS

19.01

Every Employee covered by this Agreement will be classified in accordance with a job title and wage classification within that job title as set forth in Schedule A.

19.02

Existing classifications shall not be eliminated nor changed without prior notification to the Local 1928 Union President or designee. If the Union objects in writing to the elimination or changes within thirty (30) business days of being notified, the matter shall be discussed between the parties. If the matter remains unresolved, it may be referred to Step 2 of the Grievance Procedure as per Article 10.03.

19.03

Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher classification shall receive the wage rate of the higher classification.

ARTICLE 20 – WAGES & COMPENSATION

20.01 PAY DATE

Pay date shall be every second (2nd) Friday. In the event of a holiday falling on a pay date, wages shall be deposited on the preceding workday. Schedule A and this Agreement sets out wages, rates, and premiums. Each pay stub will include an itemized statement indicating hours worked at straight time and overtime, rate of pay, holiday pay and individual deductions. Payment of wages are to be paid by direct deposit into the Employee's specified bank account.

20.02 EXPENSES

The Employer shall reimburse Employees for approved expenses submitted.

20.03

When a bank fails to honour a deposit, due to fault on the part of the Employer, the Employer shall, upon notification, reimburse the Employee for the net amount of the deposit and any bank charges.

20.04 UPGRADES

If Employees handle several jobs as part of their duties within a single shift, then such Employees shall receive the highest rate of all classifications for the entire shift provided a minimum of one (1) hour is worked in the higher classification.

20.05 VACATION PAY

Vacation pay earned for each Employee is to be paid when Employee take their holidays. All holiday entitlement is to be taken by December 31st of each year. Unless mutually agreed, there shall be no carryover of vacation days into the next year. Any extra holiday money is to be paid out by December 31st of each year.

ARTICLE 21 – HOURS OF WORK

21.01 REGULAR HOURS OF WORK

The hours of work shall be thirty-seven and one-half (37½) hours per week, consisting of five (5) seven and one-half (7½) hour days. Workdays shall be Monday to Friday, with one-half (½) hour for lunch.

21.02 SHIFTS

The regular shifts shall be:

Day shift: 7:00 AM to 3:00 PM

Afternoon Shift: 3:00 PM to 11:00 PM

Shipping Shift: 11 AM to 7 PM

Night Shift: 11:00 PM to 7:00 AM

21.03 SHIFT PREMIUMS

Day Shift work will be paid at standard rates.

The Afternoon Shift or second (2nd) shift will work seven and one-half (7½) hours straight time plus six percent (6) percent shift premium or seven (7) hours work for seven and one-half (7½) hours' pay. The pay or hours work will be at the discretion of the Employer.

The Shipping Shift hours straight time plus six percent (6) percent shift premium for seven and one-half (7½) hours' pay.

The Night Shift or third (3rd) shift will work seven and one-half (7½) hours plus twelve (12) percent shift premium or six and one-half (6½) hours work for seven and one-half (7½) hours pay. The pay or hours of work will be at the discretion of the Employer.

Any other hours worked in excess of the regular seven and one-half hours (7½) will be deemed overtime and the overtime premiums specified in Article 22 will apply.

21.04 GRACE PERIOD

The Employer agrees to a three (3) minute grace period that will be allowed at the beginning of the Employee's shift.

21.05 TARDINESS

Employees who are late will be deducted pay in increments of fifteen (15) minutes. Such Employees must report to their workstations within the fifteen (15)-minute increment in which their pay will be deducted, if late.

21.06

Any Employee reporting for a scheduled shift and not being required shall receive not less than four (4) hours' pay. Any Employee who works beyond the mid-shift

lunch break shall be paid for the full regular shift unless the Employee leaves on their own accord.

21.07 SHIFT ROTATION

Employees on the day shift shall alternate with Employees on the second (2nd) and third (3rd) shift on a two (2)-week rotation or by mutual agreement between the Local 1928 Union President or designee and the Employer. Such rotation will be applied amongst all Employees who have the skills and ability to perform such work. The practise of allowing volunteers to work steady afternoons will continue.

21.08 MUTUAL EXCHANGE OF SHIFTS

The Employer shall strive to grant changes in shifts or a request to change days off between two (2) Employees, subject to the following conditions:

- (a) the two (2) working shifts must be scheduled within the same pay period.
- (b) the change in shift does not lead to the payment of overtime.
- (c) that all debits or credits in salary caused for any reason (for example: lateness or payment of a statutory holiday) shall be attributed to the Employee who actually did the work.

21.09 SHIFT PREFERENCE

When shifts are being introduced, seniority by classification shall apply. Senior people shall have the right to accept or reject afternoon and/or night shift work. If the Employer has gone down the seniority list whereby senior Employees have refused, then the Employer shall have the right to assign the classified Employees required for the shifts from the bottom-up on the seniority list, provided they have the necessary skills and qualifications. Once introduced, shift rotation of Employees will be as outlined in Article 21.07.

21.10 STAGGERED SHIFTS

Regular hours may be varied where both the Employer and Employees mutually agree, providing that such variations are approved in writing by the Local 1928 Union President or designee Local 1928 Representative.

21.11 TURN AROUND

A turn-around period is a period of eight (8) hours between the end of one shift and the commencement of the next shift.

21.12 CALL BACK

Any Employee who has completed one (1) shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

21.13 REDUCTION OF HOURS

The Employer agrees that no partial reduction of hours shall be instituted. In the event of a shortage of work, the provisions of Article 16 Layoff & Recall shall apply.

21.14 SPLIT SHIFTS

There shall be no split shifts.

21.15 EMERGENCIES

An Employee called out for an emergency shall receive a minimum of four (4) hours' pay. The Employer shall not require any Employee to be on call or on standby.

21.16 MEAL & REST PERIODS

A fifteen (15)-minute rest period will be allowed midway in each half of a shift. If overtime of one (1) hour or more in duration has been scheduled a fifteen (15)-minute rest period will be allowed between the end of the regular shift and the start of the overtime.

21.17 SCHEDULE POSTING & CHANGES

Each Employee's schedule shall be posted as early as possible, but in no event later than twelve noon (12:00) on the Wednesday prior to the week in question. It is the intent of the foregoing to ensure that each Employee is advised of their work schedule at the earliest possible time. In the event that the Employee's schedule for any week is not posted the previous weekly schedule shall carry over until a new schedule is posted.

21.17.1

Each Employee's schedule shall clearly state daily starting time, finish time, (e.g. 4:00 p.m. to sign-off), and days off. Notice of change of starting time shall be given by 12:00 noon two (2) days before the day affected. If such notice is not given, the Employee shall be credited with all hours originally scheduled plus any additional hours.

21.17.2

In case of an emergency where the Employer changes an Employee's shift or day off (including a lieu day off) with less than twenty-four (24) hours notice, the Employee will be paid the overtime rate for work on that shift or day off (or lieu day off).

ARTICLE 22 – OVERTIME

22.01 RIGHT TO REFUSE

Overtime shall be offered in order of seniority. Employees may refuse to work overtime, however, if all qualified Employees in the job classification refuse to work the Company may assign the work to any qualified Employee in the bargaining unit in the inverse order of Company seniority. No Employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

22.02 AUTHORIZATION

All overtime must be authorized or approved by the appropriate Supervisor or Department Manager.

22.03 OVERTIME RATES

When an Employee works overtime, except for overtime where provision is made for the payment thereof elsewhere in this Agreement, the Employee shall be compensated as follows:

All time worked or credited in excess of the first (1st) seven and a half (7½) hours of work on a shift shall be compensated as follows:

- (a) For the first (1st) two (2) hours of overtime work, time and one-half (1½x) the Employee's basic hourly rate.
- (b) For all overtime hours worked in excess of the first (1st) two (2) hours of overtime work, double (2x) times the Employee's basic hourly rate.
- (c) On nonscheduled workdays (apart from Sunday), time and one-half (1½) will be paid for the first (1st) four (4) hours worked and double time thereafter. Any and all other hours worked (including Sunday), will be at double time rates.

22.04

The Employer shall not reschedule Employee's normal time off for the purpose of avoiding the payment of overtime.

ARTICLE 23 – STATUTORY HOLIDAYS & PAY

23.01 HOLIDAYS

The thirteen (13) statutory holidays shall be:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

23.02 WEEKENDS

When a statutory holiday falls on the weekend, the holiday will be taken on the Monday. In the event of two (2) statutory holidays falling on a weekend, Monday and Tuesday will be taken in lieu thereof.

23.03 ELIGIBILITY

All Employees covered by this Agreement who have been employed with the Employer one (1) month or more shall receive thirteen (13) paid statutory holidays per year and any Federal or Provincial Government declared holidays and shall receive a day's pay at their regular rate of pay on the pay day following the statutory holiday.

Employees laid off, absent due to illness or injury or who have quit their employment prior to a statutory holiday, shall be entitled to holiday pay for that

holiday, provided they have worked at least ten (10) full days during the thirty (30) calendar days immediately preceding the statutory holiday. Any Employee that has worked the ten (10) days but has been terminated for just and reasonable cause, shall not be entitled to the statutory holiday pay.

23.04 WORK ON A STATUTORY HOLIDAY

All hours of work performed on statutory holidays shall be paid for at double time rates in addition to the regular statutory holiday pay.

The stat is observed as the day the scheduled shift starts on. e.g. if the stat is on a Wednesday, Wednesday day shift, Wednesday afternoon shift, and Wednesday night shift are observed unless otherwise agreed by Employer and Union.

ARTICLE 24 – VACATION & VACATION PAY

24.01 SOLE BARGAINING AGENT

Employees shall receive vacation pay in accordance with their years of seniority with the Employer as follows:

Up to 2 years seniority	4% of gross earnings	2 weeks
2 years or more seniority	6½% of gross earnings	3 weeks
9 years or more seniority	8½% of gross earnings	4 weeks
16 years or more seniority	10½% of gross earnings	5 weeks

24.02 SABBATICAL

The Union and Company have agreed to a paid five (5)-day sabbatical upon an Employee's 10th year anniversary of service with the Company as well as every five (5) years forward for five (5) extra days.

10 years of service 5 day paid sabbatical.

15 years of service 5 day paid sabbatical.

20 years of service 5 day paid sabbatical.

25 years of service 5 day paid sabbatical.

30 years of service 5 day paid sabbatical.

35 years of service 5 day paid sabbatical.

40 years of service 5 day paid sabbatical.

24.03 VACATION SCHEDULE

A vacation planner will be supplied for the Employees to indicate their choice of time for vacations. The vacation planner will be posted from January 1st to March 31st of each year and all Employees will be obliged to fill out their preferences within that time period. Vacations submitted by March 31st. will be given priority, vacations submitted after March 31st shall be granted in the order received based

on manning requirements. The Company will notify the Employees of their vacation requests by April 30th or sooner if finalized.

24.04

Vacation periods of up to three (3) weeks may be taken consecutively. In the event that Employees choose the same time off and where it affects the operation or production, then vacation shall be granted by seniority in each department.

24.05

A vacation list of those who have not taken their full entitlement along with the balance of vacation days remaining for each of the Employees will be sent to the Union office by September 1st of each year. Any scheduled vacations after this date will also be included. Employees that have not booked their vacation by the September 30th deadline will be given a final opportunity to do so.

24.06

The following shall be considered as days actually worked for determining eligibility for vacation pay percentage and vacation entitlement of an Employee after one (1) year of employment:

- (a) Absence on WorkSafeBC up to a period of one (1) year, provided the Employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the Employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) An Employee laid off will, when they return within their recall period, be credited with the time worked prior to and during layoff for the purpose of determining vacation pay percentage.
- (d) Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

24.07 PRO-RATING VACATIONS

It is agreed and understood that the Employer will pro-rate vacation entitlement whenever the Employee has worked less than four hundred and fifty (450) hours in the previous quarter.

The vacation entitlement for the year will be divided by four (4) and each quarter the Employer will compare the actual hours worked to the regular hours available in that quarter. The Employee in question will only have to take the number of holidays based on the percentage of hours actually worked. For instance, if there were five hundred (500) hours available and the Employee only worked two hundred and fifty (250) hours, then they would only have to take fifty percent (50%) of their entitlement.

The calculation shall be done each quarter, and the vacation entitlement shall be on a calendar basis. It is understood that all Employees will have a minimum of two (2) weeks entitlement per year.

24.08 ILLNESS WHILE ON VACATION

An Employee who is hospitalized because of sickness or accident for a minimum of one (1) week while on a scheduled vacation will be considered as being on sick leave during the period of such illness or accident and with a doctors note. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the Employee and to the Employer.

ARTICLE 25 – SICK LEAVE

25.01 DEFINITION

Sick Leave is the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled.

25.02

Sick leave shall be granted as per Government Legislation.

25.03

When an Employee is requesting leave for medical reasons at the advice of the Employee's medical practitioner, such request shall be accompanied by a statement from a qualified medical practitioner stating the expected duration of such leave. Prior to returning to work from such leave, the Employee shall provide the Employer with three (3) office days' notice of such anticipated return to work and shall provide a statement from the medical practitioner certifying the ability of the Employee to resume normal or modified work/duties. Such notice and statement will be delivered to the Employer during the Employer's regular office hours. The Employer shall be responsible for physician's fees for any statement required by the Employer under this Article.

25.04

In instances where it appears that a pattern of absence is developing, the Company may request from an Employee, satisfactory proof of illness for absences of four (4) or more days from a qualified medical practitioner. The Company undertakes to verbally inform the Employee of any perceived sick leave abuse prior to requesting written certification. The Employer shall pay for any fees associated with such a request.

25.05 SHORT TERM ILLNESS

In the event that an Employee is unable to report for their scheduled shift due to sickness, the Employee will contact Management directly or by voice mail informing them prior to the shift beginning.

ARTICLE 26 – LEAVES OF ABSENCE

26.01 SENIORITY MAINTAINED

Unless specifically stated, during an authorized leave of absence, an Employee shall maintain and accumulate seniority.

26.02 PARENTAL LEAVE

Maternity leave, Parental Leave and Family Responsibility and Compassionate Care Leave shall be granted in accordance with the British Columbia Employment Standards Act.

26.03 COMPASSIONATE LEAVE

In the case of death in the immediate family of an Employee, they shall be granted compassionate absence with full pay at straight time for three (3) days within fourteen (14) calendar days. In addition, Employees shall be entitled to take up to two (2) weeks leave without pay. Such days off and/or leave, without pay, shall be concurrent either with the receipt of notification of death or the day of interment.

Immediate family in this case means: mother, father, spouse as defined in the Provincial or Federal statutes, sister, brother, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, and grandchildren. For the purpose of this Article spouse as defined in the Provincial or Federal statute, shall include common-law relationships and same sex relationships.

In the event of a request from an Employee to extend the bereavement leave, such request shall be granted as an unpaid leave of absence, to a maximum of forty-five (45) days. In extenuating circumstances these time limits may be extended by written mutual agreement between the Local 1928 Union President or designee and the Employer.

26.04 SUBPOENA & JURY DUTY

An Employee required to serve as a subpoenaed witness or called for jury duty shall be paid full pay for all scheduled hours missed due to such duty. The Employee shall turn over to the Employer any money, other than expenses, paid to them for those days the Employee would normally have worked. Hours paid for 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.

26.05 EXTENDED LEAVE

The Employer will grant leave of absence up to a maximum of six (6) months without pay to Employees for compassionate reasons, or for educational reasons, or training, or extended vacation purposes, or as mutually agreed by the Employer and the Union.

Authorized leave shall be in writing and shall be signed by the Employer and the Union. An Employee not returning at the expiration of leave shall be considered to have quit voluntarily, unless they furnish within three (3) days of the expiration of their leave, a reasonable excuse for not having returned.

ARTICLE 27 – HEALTH & SAFETY

27.01 JOINT HEALTH AND SAFETY COMMITTEE

The Company and the Union agree to establish and maintain a Joint Health and Safety Committee ("Committee"). The Committee shall be comprised of at least two (2) Management members and two (2) worker members, the latter to be chosen by the Union. Neither the number of worker members nor Management members shall exceed four (4). At no time shall the number of Company members be allowed to outnumber the amount of worker members. The Unifor Local and/or National Union Representative may attend meetings of the Health and Safety Committee. It is understood that the aforementioned Representative may speak at the meetings but is not entitled to vote.

27.02 Co-CHAIRS

Two (2) Co-Chairpersons shall be selected from and by the members of the Committee. One (1) of the Co-Chairpersons shall be a union member chosen by the worker members of the Committee. The other Co-Chairperson shall be a Management member.

27.03 ALTERNATES

Alternates may be allowed with the approval of the Co-Chairpersons. Each party will supply a listing of one (1) alternate.

27.04 REGULAR MEETING

The Joint Committee shall meet monthly on a regularly established schedule predetermined and approved by the Joint Committee. Any changes to meeting schedules must be approved by the Co-Chairpersons.

27.05 PURPOSE OF THE JOINT COMMITTEE

The purpose of the Joint Committee shall be:

- (a) to identify situations that may be unhealthy or unsafe for workers.
- (b) to consider and expeditiously deal with complaints relating to the health and safety of workers.
- (c) to make recommendations to the Employer and the workers for the improvement of the health and safety of workers.
- (d) to advise the Employer on proposed changes to the workplace or the work processes that may affect the health or safety of workers.
- (e) to ensure that accident investigations and regular inspections as may be required by the Act and its regulations are carried out.
- (f) to participate, where required, in inspections, investigations and inquiries in accordance with the Act and its regulations.
- (g) review current accident reports, and their causes and means of prevention, and

- (h) to receive information from the Employer respecting, the identification of potential or existing hazards or materials, processes, or equipment.

27.06 MEETING AGENDA

Where possible, the Co-Chairpersons will jointly prepare an agenda and forward a copy of the agenda to all Joint Committee members in advance of the meeting.

27.07 SECRETARY

The Joint Committee will designate a Management Representative who need not be a Joint Committee member as "Secretary" for the meeting to take minutes and be responsible for having the minutes typed, circulated, and filed within one (1) week of the meeting, or as the Joint Committee may from time to time instruct.

27.08 MINUTES APPROVED

Minutes of meetings will be reviewed, approved and edited where necessary, by the Co-Chairpersons, then signed and circulated to all local Joint Committee members and a member of Senior Management (to be designated by the Employer) and also posted in a conspicuous place for the attention of other workers. Copies of the minutes will be made available on the Securitas Office Health & Safety Board, at as many client sites as possible, electronically and posted in the Employer's Health & Safety Logbook which shall maintain one (1) year's worth of minutes available.

27.09 UNRESOLVED ITEMS

All items, both resolved and outstanding, will be reported in the minutes and unresolved items will be placed on the agenda for the next meeting.

27.10 ACTION ITEMS

Action items will have the name(s) of the individual(s) responsible to complete the action and the time frame for completion of the assigned action noted in the minutes.

27.11 QUORUM

The Joint Committee shall have a quorum of (50% + 1) members present in order to conduct business. One (1) Co-Chairperson must be present in order to conduct business and chair the meeting. In the absence of quorum, the meeting shall be re-scheduled as soon as practicable.

27.12 PAYMENT FOR ATTENDANCE AT MEETINGS

All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's regular rate, as may be proper. Time spent by an Employee preparing for or attending Joint Committee meetings during their regularly scheduled shift shall be considered as time at work for the purposes contained in the Collective Agreement. Time spent preparing for and attending Joint Committee meetings outside an Employee's regularly scheduled shift will be paid for at regular straight time rates and will not be considered for the purposes of overtime pay entitlement.

27.13 PREPARATION TIME

Joint Committee members shall be entitled to reasonably necessary paid time to prepare for each committee meeting, as determined by the Co-Chairpersons.

27.14 ILL OR INJURED EMPLOYEES

Any Employee suffering any workplace injury or employment-induced illness while on duty must report to the Supervisor stating the illness or injury. If the workplace injury or employment-induced illness prevents an Employee from continuing to perform their duties and the Employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any Employee to seek medical attention in cases of such illness or injury.

27.15 TRANSPORT OF ILL OR INJURED EMPLOYEES

Any Employee injured on duty at a site, or who becomes ill such that they are not able to travel to a hospital or doctor on their own, shall be transported by the Company or at Company expense to a hospital if needed and from the hospital to home following treatment, or to a doctor if needed and from the doctor to home following treatment.

27.16 RIGHT TO REFUSE

If a worker exercises their right to refuse hazardous work, they shall notify their immediate Supervisor, who shall in turn advise a member of the Joint Committee, as soon as practically possible. They shall stand by in a safe place and participate fully in the investigation of the hazard. Such work shall not be assigned to any other worker until the joint investigation is completed and a determination is made the work is safe or action is taken to remove the hazard.

27.17 JOINT INVESTIGATION

Upon notification, the Supervisor and the Union Co-Chairperson or alternate shall conduct a joint investigation and reveal the results of their investigation to the refusing worker. The Union Co-Chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker. Where no agreement occurs, a WorkSafeBC inspector should be requested to attend the facility, inspect the workplace, and make a determination.

27.18 NO LOSS OF PAY

For the Employee who refuses work, with just cause, there shall be no loss of pay, seniority, or benefits during the period of refusal, provided the Employee performs any alternate work assigned by the Employer.

27.19 VACCINATIONS AND INOCULATIONS

If vaccinations or inoculations are required of Employees, the Employer shall cover the costs of such vaccinations or inoculations that are not covered by WorkSafeBC or the Medical Services Plan of B.C. and the appropriate amount of time off with pay shall be granted to get such vaccination or inoculation.

27.20 PAY FOR DAY OF ACCIDENT OR ILLNESS

An Employee suffering an accident at work, or a work-related illness shall receive pay at the appropriate rate for the complete shift for which they were scheduled.

27.21 EDUCATION AND TRAINING

- (a) No Employee shall be required or allowed to work on any job or operate any piece of equipment until they have received education, training and/or instruction.
- (b) The worker members of the Joint Committee may attend the Unifor Health and Safety Course [one (1) week] at the Union's expense.

27.22 ACCIDENT AND INCIDENT INVESTIGATION

Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated by the Employer in accordance with the Collective Agreement, the Workers' Compensation Act and its regulations.

27.23 ACCOMMODATION

The Employer and the Union recognize that the Employer has an obligation to accommodate to the point of undue hardship. Each case shall be examined individually on its merits. The Employer will involve the Local 1928 Union President or designee in discussions relating to accommodation. The seniority provisions of the Collective Agreement shall only be set aside to accommodate a disabled Employee with the agreement of the Local 1928 Union President or designee.

ARTICLE 28 – BENEFITS

28.01 EMPLOYER CONTRIBUTIONS

Upon ratification of the Collective Agreement, the Employer shall pay to the Millworkers' Health and Welfare Trust Fund contributions of two dollars and thirty-two cents (\$2.32) per hour for each hour worked.

On May 1, 2025, the Employer shall pay to the Millworkers' Health and Welfare Trust Fund contributions of two dollars and forty-one cents (\$2.41) per hour for each hour worked.

On May 1, 2026, the Employer shall pay to the Millworkers' Health and Welfare Trust Fund contributions of two dollars and fifty cents (\$2.50) per hour for each hour worked.

28.02 EMPLOYEE DEDUCTIONS

Deductions from the Employees, if any, shall be as per written instructions received from the Millworkers' Health and Welfare Trust Fund and shall be provided to the Employer at least one (1) month in advance of such deductions commencing.

28.03 PAYMENT DUE

All contributions are due and payable for each Employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

28.04 PENALTY

The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five percent (5%) penalty of the amount of the late payment for a first-time penalty of the amount of the late payment for a first-time penalty and ten percent (10%) for subsequent penalties.

ARTICLE 29 – PENSION

29.01 CONTRIBUTIONS

The Employer shall contribute to the Pension Plan for each hour worked by all Employees covered by this Agreement, according to the following schedule:

Upon ratification of the Collective Agreement, three dollars and two cents (\$3.02) for each hour worked shall be paid. Such contributions are to be made solely by the Employer and are in excess of wage rates set out in this Agreement. No contributions shall be deducted from the Employee's wages.

29.02 PAYMENT DUE

The Employer shall pay the contributions to the Local Union 1928 Pension Plan. Such contributions are due and payable for each Employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Plan.

29.03 PENALTY

The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification the Union shall require and receive a five percent (5%) penalty of the amount of the late payment for a first-time penalty of the amount of the late payment for a first-time penalty and ten percent (10%) for subsequent penalties.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms,

conditions or security of employment of a significant number of Employees in the bargaining unit,

- (a) the Company shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be affected, and

- (b) after notice has been given, the Company and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following.
 - (i) consideration of alternatives to the proposed measure policy, practice, or change, including amendment of provisions in this Collective Agreement.
 - (ii) human resource planning and Employee counseling and retraining.
 - (iii) notice of termination.
 - (iv) severance pay to be equivalent to the Employment Standards provisions.
 - (v) entitlement to pension and other benefits including early retirement benefits.
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

30.02

If, after meeting in accordance with Article 30.01, the parties have agreed to an adjustment plan, it shall be enforceable, as if it were part of this Collective Agreement.

30.03

Articles 30.01 and 30.02 do not apply to the termination of the employment of Employees exempted by section 65 of the Employment Standards Act from the application of section 64 of that Act.

ARTICLE 31 – EDUCATION

31.01 UPGRADING COURSES

When the Employer requests an Employee to take an upgrading course, they shall receive their straight time rate of pay for all hours spent in the class, upon successful completion. All registration and exam fees shall be paid by the Company prior to the commencement of the course and time to write examinations shall be paid at the Employees' straight time rate of pay upon successful completion.

31.02 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund an amount of five hundred dollars (\$500) to provide for a Unifor Paid Education Leave (PEL) program. Such payment shall be remitted on an annual basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer on May 1st, annually to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, Ontario. M2H 0A8

The Company shall consider requests for Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on the PEL shall continue to accrue seniority and service.

ARTICLE 32 – GENERAL CONDITIONS

32.01 SAFETY FOOTWEAR

The Employer will pay all Employees an amount of eight cents (\$.08) per hour to cover the cost of safety footwear. Such footwear shall conform to CSA Standards.

32.02 FIRST AID

First Aid ticket holder shall be paid the following premiums:

Level 1 ticket holder - \$0.40 per hour

Level 2 ticket holder - \$0.75 per hour

32.03 FACILITIES

Lunchroom facilities with adequate seating and tables for all Employees will be provided and maintained in a clean condition by the Employer. It shall be the responsibility of the Employees to dispose of their own trash in designated trash bins for the purpose of maintaining a sanitary environment and good housekeeping. The Employer shall provide a covered seating area for smokers.

Adequate and separate rest room facilities will be provided and shall be maintained in a clean condition by the Employer.

ARTICLE 33 – SEVERANCE PAY

33.01 TERMINATION AND SEVERANCE

The notice of terminations and severance pay provisions of the Employment Standards Act shall apply to all terminations except those which are for just cause.

On termination of employment, an Employee shall be paid all accrued vacation entitlement at the applicable percentage rate of their gross earnings.

Employees shall be provided either by mail or pickup, all monies owing six (6) working days from the date of layoff or quitting. For termination, all monies owing within forty-eight (48) hours.

ARTICLE 34 – EQUALITY, PRIVACY & PERSONAL RIGHTS

34.01 BULLYING AND HARASSMENT DEFINED

The Company and the Union are committed to providing a harassment-free and bully-free workplace.

Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and

respect on the basis of the grounds such as: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment as stated in the British Columbia Human Rights Code. Harassment may take many forms: verbal, physical or visual. It may be subtle and indirect, or blatant and overt. It may involve a threat or an implied threat or be perceived as a condition of employment. All Employees are expected to treat others with courtesy and consideration and to discourage harassment.

Bullying is defined as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one (1) or more persons against another or others, at the workplace and/or in the course of employment.” Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when considering discipline. As in sexual harassment, it is the effect of the behavior upon the affected individual which is important.

Harassment and bullying is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendoes, gestures or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry.
- practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment.
- posting or circulation of offensive photos or visual materials.
- refusal to work or converse with an Employee because of their racial background or gender, etc.
- unwanted physical conduct such as touching, patting, pinching, etc.
- condescension or paternalism which undermines self-respect.
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

The following examples could be considered as bullying but are not meant to cover all potential incidents:

- Verbal Bullying: slandering, ridiculing, or maligning a person or their family; persistent name calling which is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
- Gesture Bullying: non-verbal threatening gestures, glances that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one (1) person
- Shouting, raising voice at an individual in public and/or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express themselves (i.e., ignoring or interrupting)
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Ignoring/interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors that cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a Supervisor's instructions
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
- Inflicting menial tasks, not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.)
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property)

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

34.02 FILING A COMPLAINT

If an Employee believes they have been harassed or bullied and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour.
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome.
- Document the events, complete with times, dates, location, witnesses, and details.
- Report the incident to Supervisor or Shop Steward and/or Union Representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harassment, or they may fear reprisals, lack of support from their work group, or disbelief by the Supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company Official.

34.03 INVESTIGATION

Upon receipt of a complaint, the Supervisor/Shop Steward contacted will immediately inform their Union or Company counterpart and together they will then interview the Employee and advise the Employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Plant Manager (or delegate) and the Union Representative.

A formal investigation of the complaint will then begin by the Union Representative and Plant Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination of a woman, the process will include a woman.

34.04 RESOLUTION

The Union Representative and Plant Manager or their designates, will then complete a report on the findings of the investigation.

The Union Representative (or designate) and Branch Manager (or designate) will make a recommendation on an appropriate resolution, in an attempt to resolve the issue within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and the National Unifor policy regarding discrimination and harassment in the workplace.

Any grievance filed as a result of any discipline or resolution imposed by the Employer will be initiated at the second step of the grievance procedure. If not resolved at that point, it may be referred to arbitration in accordance with the provisions of the Collective Agreement. Parties shall not pursue complaints through both the grievance procedure and the procedures under this Article.

The pursuit of frivolous allegations through the Human Rights Complaint Procedures has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All Employees have the right to file a complaint with the provincial Human Rights Tribunal and to seek redress under the Human Rights Code.

ARTICLE 35 – LABOUR-MANAGEMENT RELATIONS

35.01 SHOP COMMITTEE

At least once (1) every quarter, the parties will convene a conference call or meeting, at a mutually agreeable time and date, with no more than five (5) designated members, as selected by the Union, one (1) of which will be the Chief Shop Steward, to discuss any and all issues of concern with a view of addressing such issues acceptable to both parties. The designated members shall not lose any scheduled hours of work and the duration of each meeting shall not exceed four (4) hours consisting of two (2) hours of prep time, and two (2) hours for the actual meeting.

In order to maximize all the time spent during the meeting with a view of resolving as many issues as possible of concern the Union agrees to provide the General Manager with an Agenda listing all issues of concern seventy-two (72) hours in advance of the meeting. All time spent during the meeting, by the designated members, shall be considered as time worked at their hourly rate of pay.

Twenty-four (24) hours prior to the meeting the Company will provide the Union with a list of all discipline imposed along with a list of all new hires, since the last meeting, along with the contact information of each person on both lists.

Items may be added to the agenda any time after the seventy-two (72) hours by the Union or the Employer.

ARTICLE 36 – SAVINGS ARTICLE

36.01 LEGISLATIVE COMPLIANCE

If an Article or sub-Article of this Agreement should be held invalid by operation of the law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

36.02 REQUIREMENT TO NEGOTIATE AMENDMENTS

In the event that any Article or sub-Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure.

ARTICLE 37 – DURATION

37.01 DURATION

This Agreement shall be in full force and effect from May 1st, 2024, up to and including April 30th, 2027, subject to the right of either party to this Collective Agreement, within four (4) months immediately preceding the date of April 30th, 2027, or thereafter by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

37.02 CONTINUATION AND BARGAINING

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:

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lockout; or
- (c) the parties enter into a new or further Agreement.

During the continuation period, 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.

37.03 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.

37.04 NO STRIKE, NO LOCKOUT

During the term of this Agreement, or during the continuation period provided above, there shall be no strike by the Union, or lockout of Employees by the Company.

SCHEDULE A - CLASSIFICATIONS & RATES

A.01 DEPARTMENTS

The departments defined in this Collective Agreement will be as follows:

Production Line, Shipping, Trim, Quality Control (QC), Chemical and Maintenance.

A.02 CLASSIFICATIONS & DUTIES

The following duties include various levels of supervision.

Direct Supervision: shall mean training and regular help with tasks.

Limited Supervision: shall mean occasional guidance in order to complete tasks.

No Supervision: shall mean take instructions but are fully versed in the tasks.

It is understood that all higher classifications will be required to have all the skills of the General Labour classification.

Movement between classifications shall be approved by the foreman and Management. If there is a disagreement, then an appeal may be made to the Shop Committee. If there continues to be no resolution, the grievance procedure shall apply.

There shall be one (1) foreperson for each shift within a department of three (3) or more people.

General Labour

Duties may include:

- General labour work
- Signing off on all relevant SOP and RA
- Enter data into computer systems as required
- Perform basic QC checks as required
- Maintain housekeeping standards
- Take part in training as required
- Operate forklift if trained to do so and relevant to work area

Production C

Duties may include:

Trim Department

- Operate the shear with limited supervision

OR

- Work flat stock with limited supervision.

Shipping Department

- Load and unload trucks with limited supervision,

OR

- Work accessories area with limited supervision.

Production Line Department

- Set-up and operate one (1) production area without supervision from the following: Stacker, Saw, Combi, Lamella loading and bed

OR

- Set-up and operate one (1) production area with supervision from the following: Mills and coils area, Laminator

Production B

Duties may include:

Trim department

- Set-up Trim & Shear with no supervision

OR

- Operate Trim & Shear and Flatstock (CTL) with no supervision

OR

- Embosser with no supervision

Shipping department

- Load and unload trucks with limited supervision

And

- Work accessories area with limited supervision

Chemical department

- Perform chemical department duties with limited supervision

QC department

- Perform QC department duties with limited supervision.

When working offsite alone with no supervision, A rate shall be paid

Production Line

- Set-up and operate two (2) production areas with no supervision:
- Stacker, Saw, Lamella loading and bed

OR

- Set-up and operate mills and coils area with no supervision

OR

- Set-up and operate laminator area with limited supervision

Production A

Duties may include:

Production Line

- Set-up and operate three (3) production areas with no supervision:
- Stacker, Saw, Mills and coils area

OR

- Set-up and operate Laminator area with no supervision

OR

- Set-up and operate Laminator area with limited supervision as well as Mills and coils with no supervision

OR

- Set-up and operate Laminator area with limited supervision as well as Stacker and Saw with no supervision

Production Line Lead-Hand

Duties may include:

- Production A capable within 1 year of posting, and able to cover breaks, assist foreperson as needed, oversee trainees as needed

AND

- Capable of performing duties as foreperson when needed to cover partial shifts, vacation, sick days with limited supervision by Management (Paid at foreperson rate when acting as foreperson)

General Fore Person

Duties may include:

- Directing and instructing workers of all classifications within a department (excluding production)
- Given instructions from the Supervisor or Management
- Interpret written instructions and issue such instructions to department Employees of all classifications working the shift
- Track and document statistics relating to the work assigned by the Supervisor or Management

Production Line Fore Person

Duties may include:

- Directing and instructing workers of all classifications within the Production Line department
- Given instructions from the Supervisor or Management

- Interpret written instructions and issue such instructions to department Employees of all classifications working the shift
- Track and document statistics relating to the work assigned by the Supervisor or Management

Mixed Department Skillset

Workers who are trained to work multiple departments will be assessed for higher classifications based upon their combined skillsets

A worker who qualifies for Production C in two (2) different departments will qualify for Production B classification

A worker who qualifies for Production B in two (2) different departments will qualify for Production A classification

MAINTENANCE FOREPERSON

The Maintenance Foreperson duties will be:

- directing and instructing workers of all classifications within a department.
- given instructions from the Supervisor or Management

MAINTENANCE TECHNICIAN

Maintenance Duties:

- Millwright and Electrician work
- Sign off on all relevant SOP and RA
- Enter data into computer systems as required
- Perform QC checks as required
- Maintain housekeeping standards
- Take part in training as required
- Operate forklift/combi if position requires it and trained to do so

A.03 WAGES

Effective May 1, 2024:

Production - 10%

Maintenance - 3%

Production Line Foreperson - \$4.00/hour above general foreperson rate

May 1, 2025

1.5% or Canada Total CPI for March 2025 whichever is higher

May 1, 2026

1.5% or Canada Total CPI for March 2026 whichever is higher

<https://www.bankofcanada.ca/rates/price-indexes/cpi/>

Maintenance	2023	May 1, 2024 3%	May 1, 2025 1.5%	May 1, 2026 1.5%
Maintenance Foreperson	\$54.05	\$55.67	\$56.51	\$57.35
Maintenance Dual Ticket (Millwright & Electrician)	\$51.00	\$52.53	\$53.32	\$54.12
Maintenance Red Seal	\$47.00	\$48.41	\$49.14	\$49.87
Maintenance Provincial	\$39.00	\$40.17	\$40.77	\$41.38

Classification	2023	May 1, 2024 10%	May 1, 2025 1.5%	May 1, 2026 1.5%
Line Foreperson	\$39.36	\$47.30	\$48.01	\$48.73
Foreperson	\$39.36	\$43.30	\$43.95	\$44.60
Lead-Hand	\$34.74	\$38.21	\$38.79	\$39.37
Production A	\$32.67	\$35.94	\$36.48	\$37.02
A/B	\$31.38	\$34.52	\$34.52	\$34.52
Production B	\$30.07	\$33.08	\$33.57	\$34.08
B/C	\$27.81	\$30.59	\$30.59	\$30.59
Production C	\$25.54	\$28.09	\$28.52	\$28.94
General Labour	\$23.55	\$25.91	\$26.29	\$26.69

LETTER OF UNDERSTANDING

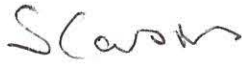
WAGE EXCEPTIONS

For Anastasia Greville and Curran Stewart, the first-year wage increase shall apply. The rates for Anastasia Greville and Curran Stewart will then be frozen until they qualify for a higher classification rate or until the lower classification catches up to their frozen rate.

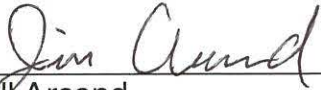
SIGNATURE PAGE

Collective Agreement signed on this day of , 2025.

For the Company:
Kingspan Insulated Panels Ltd.

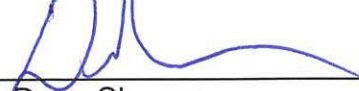


Simon Cousins
Plant Manager



Jim Arcand
Director

For the Union:
Unifor Local 1928



Dave Sharma
Bargaining Committee



Brandon Luscombe
Bargaining Committee



William Young
President, Local 1928



Rick Logan
Financial Secretary, Local 1928



Mark Cameron
Unifor National Representative

MC:cs-cope343