

UNION CONTRACT

COLLECTIVE AGREEMENT  
BETWEEN

ERCO WORLDWIDE

NORTH VANCOUVER, BC  
AND

PULP, PAPER AND WOODWORKERS  
OF CANADA

LOCAL 5

EFFECTIVE  
MONTH START, 20XX to MONTH END, 20XX



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Changes from previous contract (expired Nov. 30,  
20XX) are indicated by shading.

AGREEMENT BETWEEN  
ERCO WORLDWIDE  
NORTH VANCOUVER, B.C.  
(Hereinafter referred to as "the Company")

AND

LOCAL 5  
PULP, PAPER AND WOODWORKERS  
OF CANADA  
(Hereinafter referred to as the "Union")

Article 1  
PURPOSE

1.01  
The purpose of the Agreement is to provide for orderly collective bargaining, prompt disposition of grievances, wages, hours of work and other terms and working conditions to the extent and in the manner provided herein.

1.02  
The Company recognizes its obligation to provide a workplace free from discrimination and harassment as per applicable human rights legislation.

Article 2  
RECOGNITION

2.01  
The Company recognizes the Union as the sole and exclusive bargaining agent for its employees employed in production and maintenance except those excluded by the Labour Relations Code of British Columbia (1993), foreman, those above the rank of foreman, sales staff, office and clerical staff, test and quality control staff, laboratory technicians, draftsmen, security guards and those engaged in janitor work.

2.02  
The terms "employee" and "employees" when used in this agreement shall mean persons in the employ of the Company within the bargaining unit described herein above and covered by this Agreement.

Gender: The use of "he", "his" and "him" refer to both the masculine and feminine genders.

2.03  
The Company recognizes the Union's right to communicate with its members on the Company's

property so that the Union, through its elected officials, may fairly represent the employees.

Article 3

MANAGEMENT FUNCTIONS

3.01

All functions, powers, or authority which the Company has not specifically abridged, delegated or modified by this Agreement will be recognized by the Union as being retained by the Company.

Article 4  
UNION SECURITY

4.01

Any employee who is now a member in good standing or who becomes or is reinstated as a member of the Union shall, as a condition of employment, maintain such membership in good standing throughout the term of this Agreement. Any new employee hired shall become a member of the Union thirty (30) days after his or her employment. In the event of a Local Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the local, in writing at least seven (7) days before suspension.

4.02

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Constitution of the Pulp, Paper and Woodworkers of Canada.

4.03

There shall be no discrimination against any employee or employees in any manner whatsoever because of race, colour, creed, nationality, Union membership, and non-Union membership.

4.04

In case a dispute arises as to whether or not an employee has failed to maintain his Union membership in good standing, the Union agrees to save harmless from and indemnify the Company for any liability that may arise from any acts of the Company taken under provisions of ARTICLE 4, as a result of its reliance on a representation of facts by the Union.

4.05

The Company will deduct a Union initiation fee and monthly Union dues in amounts authorized by individual employees and presented in writing to the Company. Any Union dues passed in compliance with Local 5 of the Pulp, Paper and Woodworkers of Canada by-laws shall be applied and deducted upon notification from the Secretary of Local 5 sent to the Company. Such deductions shall be remitted to the Local Secretary - Treasurer as soon as possible after the first pay period of each month and any adjustments will be made the following month. The Union shall advise the Company of the address of the Local Treasurer and of any changes in this address. Deductions of Union dues from an employee's pay shall be discontinued when written authorization furnished the Company by the employee is revoked, in writing by the employee.

4.06

There shall be no solicitation for membership, meetings, etc., during working hours and/or on Company premises except with the permission of the Company.

4.07

For the purpose of this Agreement, a member of the Union in good standing shall mean an employee who has paid or tendered an amount equivalent to the regular monthly Union dues and assessments.

Article 5

TERMS OF AGREEMENT  
AND CHANGES IN AGREEMENT

5.01

This Agreement shall be in effect until the 30th of SOME MONTH, 20XX and shall continue thereafter from year to year unless during the four months immediately preceding the expiry date either party has given written notice to the other party that desires revision of this Agreement and its expiry date.

5.02

If notice of desire for changes has been given the parties shall, as soon as agreeable, meet for collective bargaining. If such negotiations cannot be completed prior to December 1st following the October 1st on which such notice was given, any changes in compensation to employees shall be retroactive to December 1st.



Article 6  
STRIKES AND LOCKOUTS

6.01

The Union and its members agree that it will not cause, authorize or sanction any strike or stoppage of any of the Company's operations or any Curtailment of work or restriction of or interference with production during the terms of this Agreement.

6.02

The Company agrees that it will not cause or sanction a lockout during the terms of this Agreement.

Article 7  
HOLIDAYS

7.01

Recognized Holidays

(a) New Year's Day

Canada Day Remembrance Day

Good Friday 1st Monday in August Christmas Day

Easter Monday Labour Day Boxing Day

Victoria Day Thanksgiving Day

(b) In the event that Heritage Day is declared as a Statutory Holiday by the Federal Government it will be included in the above list of holidays.

7.02

The period of time recognized as a holiday is the twenty- four (24) hour period from 0001 hrs to 2400 hrs on the date recognized as the holiday. However for those employees working the 12 hour shift schedule, the holiday will commence at 1830 hours immediately preceding such 12:01am and will end twenty-four (24) hours later. (i.e. 1830 hours on the day of the holiday).

7.03

The hours of commencing and ending specified above may be varied by mutual agreement of the Management and the Union Standing committee. The specified hours of commencing or ending will be adjusted to coincide with regular hours for changing shifts.

7.04

a) It is understood that day workers will not be required to work on a holiday except to meet the needs of the continued uninterrupted operation of the plant.

b)

Further, and with special reference to the Christmas holiday the parties recognized that shift workers will be held to absolute reasonable minimum and that only those activities required to maintain the necessary efficient operation of the plant shall be performed.

7.05

a) When any of the holidays listed in the Agreement falls on a Saturday or Sunday, shift workers should observe the holiday on the day which it falls. Day workers, scheduled Monday to Friday, will observe the holiday on such a day as will provide them with a long weekend. The determination of such day or days shall be determined by the Company consistent with operational requirements.

b)

In the event a holiday falls on a day when a day worker would otherwise be scheduled off, then said employee will take the holiday on the Thursday before or the Tuesday following the holiday whichever is applicable and is mutually agreed.

c)

In the event the holiday falls on the day when a shift worker would otherwise be scheduled off, he has the option of banking the time and/or the money.

d)

For shift workers, holiday pay is calculated as 9 1/3 hours pay at straight time, and in the case of banking, 9 1/3 hours will be banked for each holiday that falls on a scheduled day off, and 12 hours for each holiday worked.

7.06

Overtime shall be paid for all work performed during holidays at the rates hereinafter specified.

7.07

In addition to any other compensation earned, all employees who are on the payroll of the Company on any of the forgoing recognized holidays will be granted nine and one-third (9 1/3) hours pay on the straight time rate of the employee's regular job, provided however, that:

a)

Any new employee must have been on the payroll for not less than thirty (30) days just preceding the holiday and must have worked a minimum of eighty five (85) hours during that thirty (30) day qualifying period.

b)

The employees must have worked his scheduled work day before and his scheduled work day after the holiday unless failure to work was due to any of the following events.

(1)

When the employee is on his regular authorized vacation.

(2)

When the employee's absence is due to bonafide sickness or occupational or non-occupational accident provided however, that payment for such holiday is not being covered by WorkSafeBC or sick benefit insurance. Payment for such holiday will not be extended beyond the time limit of WorkSafeBC or sick benefit insurance.

(3)

When a trade in shifts agreed upon between employees, and approved in advance by Management, results in temporary change of the scheduled work day after the holiday, provided the employee works the shift agreed upon.

(4)

When the employee's absence is due to an approved leave of absence granted by the Company; provided however that such leave of absence does not exceed ten (10) days prior to or ten (10) days following such holiday.

(5)

When the employee's absence is due to Jury Duty, subpoenaed witness or bereavement leave as provided by this Agreement.

(6)

When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtailment of discontinuance changes or eliminates the employee's scheduled work day before, or his scheduled work day after, such holiday.

7.08

An employee whose work schedule conflicts with the normal observance of a specified holiday may elect to bank the holiday, and take the time off and pay thereof, provided the following conditions are met:

(a) The holiday(s) and holiday(s) pay shall be taken at a time convenient to the employee and management consistent with the continued, economic and efficient operation of the plant.

It is understood that requests for time off received and granted thirty (30) days in advance will be honoured.

(b) Employees must notify their supervisor in writing at least one week in advance of the holiday of his intent to bank that holiday.

(c) It is also agreed and understood that the employee will take such banked holidays within one year of banking. If the employee does not arrange to take the holiday within the given delay, the Company will schedule time off at its own discretion in lieu thereof or alternatively, if mutually agreed, reimburse any banked holiday pay and forfeit the banked time.

7.09  
Employees working temporarily at a higher job rate will be paid at the higher job rate for a statutory holiday providing they work at that higher job rate on either side of said statutory holiday, otherwise they will be paid for the statutory holiday based on their regular job rate. If the employee is scheduled off on either side of the statutory holiday, then his last scheduled day on before, or his first scheduled day on after the statutory holiday, will satisfy this section.

7.10  
In the event that an employee is called in, or is scheduled to work, on a recognized statutory holiday on a job paying a higher rate than his regular job, he will be paid for the statutory holiday at the higher rate of pay.

Article 8  
CALL TIME

8.01

Call time is an occasion when an employee, after leaving the premises, is called in to work before his next regularly scheduled reporting time. In such cases, the Company will pay an additional amount over and above pay for hours worked, equal to three (3) hours pay at the employee's straight time hourly rate, which shall be known as call time. Such call time shall not be payable when the employee, before leaving the premises, is notified to report for work before his next regularly scheduled reporting time.

8.02

When the hours worked on call time are extended to the employee's regularly scheduled starting time, overtime rates as called for by this section, shall cease at the employee's regularly scheduled starting time unless such call-in was of such duration as to give the employee a full shift prior to his regular starting time consistent with article 22.10.

Article 9

HOURS OF WORK

9.01

a) Hours of work shall be scheduled by the Company in accordance with the requirements of the plant.

b)

The clocks on the Company phones will be recognized as the reference for time at the site and will be used to set all others.

9.02

Employees shall be at their work place and ready to assume their duties at the commencement of their work day.

9.03

Shift workers will not leave their work place until 0630 HRS (or 1830 HRS) unless relieved by the employee assigned to the same position on the following shift.

9.04

Employees are expected to co-operate in the execution of necessary overtime work. The Company will make every effort to keep overtime to a minimum consistent with the continued efficient operation of the plant.

9.05

The normal hours of work shall be:

a)

For Day Workers - from 0700 Hrs. to 1200 Hrs. and from 1230 Hrs. to 1650 Hrs. A ten minute wash up period will be provided prior to lunch and at the completion of the work day.

Labourers and Relief Brine Operators assigned to the Maintenance Department (for a period of a week or more), will be classified as Day Workers.

b)

For Shift Workers - from 0630 Hrs. to 1830 Hrs, and 1830 Hrs. to 0630 Hrs. -as per Article 31.

c)

For Labourers and Relief Brine Operators assigned to the Production Department - Two different workday formats are available:

i)

From 0630 Hrs. (or 0730 Hrs.) to 1600 Hrs. (or 1700 Hrs.), and 1600 Hrs. (or 1700 Hrs.) to 0130 Hrs. (or 0230 Hrs.).

A one-half hour lunch break is included, with a ten minute wash up period prior to lunch and at the completion of the work day.

ii) From 0630 Hrs. to 1830 Hrs, and 1830 Hrs. to 0630 Hrs. - similar to a shift worker.

9.06

The regular schedule of hours of work shall be:

a)

For Day Workers -  $9\frac{1}{3}$  hours per day and  $37\frac{1}{3}$  hours per week.

The normal work week will be either Monday to Thursday, or Tuesday to Friday.

b)

For Shift Workers - 12 hours per day and 36 or 48 hours per week with compensating scheduled time

off to average 37 1/3 hours/week -as per Article 31.

Compensating time off for Shift Workers shall be covered by the Senior Relief Operators and

taken in blocks of three (3) day shifts as outlined in the shift schedule in Appendix D.

When ever the Senior Relief Operator is scheduled as a spare operator, he may be rescheduled

to provide relief on dayshift or nightshift as required.

c)

For Labourers & Relief Brine Operators assigned to the Production Department- either:

i)

Four workdays of 9 hours per day, with compensation to allow averaging of 37 1/3 hours/week

over a 9 week period, or

ii)

Three workdays of 12 hours per day, with compensation to allow averaging of 37 1/3

hours/week over a 9 week period.

d)

This article is for the purpose of providing a basis for calculating overtime and shall not be

construed as a guarantee of hours of work.

9.07

a) Labourers and Relief Brine Operators assigned to the Production Department will receive shift

premiums (when working the evening shift(s) outlined in Article 9.05(c) as per Article 22.09, &

statutory holiday compensation as per Article 7.05(c) & (d).

b)

Every effort shall be made to schedule consecutive days off in each work week when ever

possible.

c)

For Labourers & Relief Brine Operators, Management will provide access to documentation on:

scheduling of hours, & mutual agreements between workers & Management regarding shifts.

It is the intention of the company to assign shifts for Labourers and Relief Brine Operators

equitably & fairly.

Article 10  
DEFINITIONS

10.01

The words "shift workers" means employees assigned to a job on a regularly rotating shift schedule.

All other employees are considered day workers.

10.02

The word "day" shall mean a calendar day and shall be a period of twenty-four (24) hours beginning

at 0001 hours. However, in the case of the work schedule a shift worker working the 12 hour

schedule, and only in such cases, the day shall deem to have commenced at 0630 HRS.

10.03

The word "week" means a period of seven (7) days beginning at 0001 hours Monday. However, in

the case of the work schedule of a shift worker working the 12 hour schedule, and only in such cases,

the week shall deem to have commenced at 0630 HRS Monday.

10.04

Further to Article 18:

(a) The word "week", when used to define a length of vacation, and for the purposes of calculating vacation pay, shall mean  $37\frac{1}{3}$  average working hours.

(b) The word "day", when used to define a length of a vacation, shall mean  $9\frac{1}{3}$  working hours.



10.05

Bargaining Unit Work

(a) It is the policy of the Company not to use non-bargaining unit personnel to do work normally performed by hourly paid employees.

It is recognized by the parties that there may be exceptions to the above, such as:

(i) In emergency situations

(ii) When no qualified hourly employee is available

It is recognized by both parties, however, that for the practical and efficient operation of the plant, there are occasions when a supervisor must help. These occasions will be temporary in nature and will not result in the displacement or exclusion of hourly rated employees.

(b) The Company shall not contract out work normally performed by bargaining unit personnel.

It is recognized that there are occasions when contractors may be required:

(i) In emergency situations

(ii) When no qualified bargaining unit employee is available

(iii) When the bargaining unit crew size is not capable of handling such work in a timely fashion.

On the occasion when the bargaining unit crew size is not capable of handling such work in a timely fashion, the company shall consult the union standing committee before non-ERCO

Worldwide personnel undertake the work.

Such contracting out performed under this clause will be temporary in nature, and will not result in the lay-off, displacement, or exclusion of bargaining unit personnel.

ERCO Worldwide will review at quarterly Union Standing Committee meetings the utilization of contractors.

Article 11

ALLOWANCE FOR FAILURE TO PROVIDE WORK

11.01

An employee who reports for work at his regularly scheduled time and who has not been notified by the Company not to report, shall receive not less than one half his regular shifts work at his regular straight time hourly rate, or pay in lieu thereof at the discretion of the Company.

11.02

A telephone call to the number on record in the employee's name in the plant personnel files will be

considered as proof of notification. An employee who leaves no telephone number by which he can be contacted forfeits the right to the one half shift or pay in lieu there of as mentioned in 11.01 above.

Article 12

UNION NOTICES

12.01

The Company will provide the Union with a secured bulletin board in the plant for the purpose of posting official Union notices and papers. Notices will be posted and initialed by a member of the Union Standing Committee, or the authorized representative of the Bargaining Agent.

Article 13  
SAFETY

13.01

Employees and the Company are to comply with established Safety Rules as amended by the Joint Occupational Health and Safety Committee from time to time. Employees will not be expected to operate with unsafe equipment or under unsafe working conditions. Employees are expected to report immediately any unsafe equipment or condition to the Production or Maintenance Manager using where appropriate the Work Order System.

13.02

The Union will elect three of its members to serve on the Joint Occupational Health and Safety Committee preferably with representation from each Department. The Plant Manager will appoint three Company representatives. The Occupational Health and Safety Committee will meet monthly to develop and promote the safety program. The Committee will have two Co-chairmen, one from the Company and one from the Union. Meeting minutes will be rotated between all committee members.

13.03

The Union undertakes to encourage its members to cooperate in the execution of the Plant Safety Program and Safety Education.

13.04

First Aid Attendants

As of September 1st, 1994, the Occupational First Aid Regulations require that the First Aid Attendants only require a Level II certificate. First Aid Attendants currently holding a Level III equivalent certificate, (i.e.: an Industrial First Aid 'A' or 'B' certificate) and who desires to renew at that level may do so. All new candidates will only be given necessary training to acquire a Level II certificate.

If a person lapses in renewing his First Aid certificate and then wants to renew, he will be treated as a new candidate.

Wages during training and exams will be paid as for scheduled hours of work:

- During the training period.
- On the day before the exam.
- On the exam or re-exam day.

The company will pay for associated costs of certification with prior authorization of the supervisor.  
An employee holding a Level II or III WorkSafeBC Occupational First Aid certificate will be paid \$1.00 per hour over and above the employee's regular rate.

Article 14  
SENIORITY

14.01

General Principles

(a) The company recognizes the principles of seniority in the administration of promotions, demotions, transfers, layoffs and recalls. In the application of seniority, provided an employee has the necessary qualifications and ability to perform the work in accordance with job requirements, seniority shall prevail.

Definitions

(b) Plant

seniority shall mean the length of continuous service in the employ of the signatory Company in the North Vancouver Bargaining Unit.

(c) Departmental seniority shall mean the length of continuous service in a permanent position within the recognized departments.

#### 14.02 Establishing Seniority

##### (a) Plant

seniority shall be established from the original date of hire, after completion of a probationary period. A probationary period consists of 40 working days and may be extended by mutual agreement between the company and the union.

(b) During the probationary period defined in 14.02(a), a new employee will not have any seniority rights and shall be subject to transfer, demotion, promotion, layoff or discharge at the sole discretion of the Company without recourse to the grievance procedure of this Agreement.

(c) The Company will appraise each probationary employee at the end of his first thirty (30) working days in his presence. A Shop Steward or Union Standing Committee Member shall be present if requested by the employee. A copy of the appraisal is to be sent to the employee and the Union Standing Committee.

##### (d) An

employee who exercises his seniority to promote or bump into another job within the Bargaining Unit, shall be probationary in the new job for a period of two (2) weeks after training is completed. In such instance, the employee shall be formally appraised in his presence and within the stipulated probationary period. A Shop Steward or Union Standing Committee Member shall be present if requested by the employee.

#### 14.03 Loss of Seniority

##### (a) Plant or Departmental

An employee shall cease to have Plant seniority or Departmental seniority if the employee:

- 1) quits or resigns, or
- 2) is discharged
- 3) Is laid off for a period exceeding recall provisions.
- 4) Is absent from work for three (3) consecutive days on which he is scheduled to work without

notifying his immediate supervisor, giving satisfactory reasons.

5) When recalled to work, once notice by registered mail to the address on record with the company has been made, fails to indicate his intent to return to company service within three

(3) days or fails to report to work within seven (7) days.

##### 6)

Is absent without cause, to the satisfaction of Management, beyond the time limit of a sick leave or an authorized leave of absence granted by the Company.

However, Plant and Departmental seniority shall continue to accrue:

i)

If absent due to illness or injury provided the absence does not exceed the period provided for in the L.T.D. program, unless seniority would have otherwise been lost.

ii)

If absent due to industrial illness or accident at work (recognized by WorkSafeBC) which occurs while working for the Company, unless seniority would have otherwise been lost.

(b) Departmental Seniority

An employee shall cease to have Departmental seniority in the Department from which he was displaced, if the employee is:

1)

Laid off or demoted out of the Department, because of cutbacks, for a period exceeding the recall rights as set out in 14.05(a).

2)

Permanently transferred to another Department for a period exceeding six (6) months.

3)

Is demoted outside the recognized Departments either voluntarily or for inability to perform the work. If the cause for the demotion has been corrected the employees' previous Departmental seniority will be reinstated.

#### 14.04 Layoffs

In the event of departmental layoff resulting from cutbacks, employees affected will be re-classified to Relief Brine Operator or Labourer positions. Layoff from these positions will be on the basis of Plant seniority. (Refer to diagram in 14.06)

#### 14.05 Recall Provisions

(a) In the event of a layoff, recall rights shall be established according to:

1)

An employee who is laid off with more than the probationary period, but less than one (1) year of continuous service, shall be entitled to recall rights according to his accumulated Plant seniority for six (6) months from the date of layoff.

2)

An employee with one or more years of continuous service shall be entitled to recall rights according to his accumulated Plant seniority for twelve (12) months from the date of layoff, plus one (1) additional month for each year's service up to an additional six (6) months.

(b) Departmental Recall Rights

An employee shall have recall rights to the Department from which he was displaced as follows:

1)

Less than one (1) year of Departmental seniority:

-six (6) months recall rights from date of displacement.

2)

One (1) or more years of Departmental seniority:

- twelve (12) months recall rights plus one (1) month for each year of service up to a maximum of six (6) additional months.

However, departmental recall rights shall decrease from the time of displacement and ultimately expire, unless the affected employee is permanently recalled to or promoted to his former position. In such instance the employee affected will be reinstated with his previous accumulated Departmental seniority.

(c) Employees shall be recalled to the plant on the basis of Departmental or Plant seniority, subject to Article 14.01(a) depending on where the vacancy occurs.

(d) Benefits

All benefit plans shall immediately be reinstated upon the recall of an employee.



(e) It shall be the duty of all employees to notify the Company promptly of any change in their address or phone number. If an employee fails to do this, the Company will not be responsible for failure to contact the employee.

14.06

Departmental Organization

The parties recognize the following two departments for seniority purposes in matters of permanent promotions, demotions, layoffs, recalls and transfers:

- 1) Production Department
- 2) Maintenance Department

The lines of progression shall be as follows:

PRODUCTION DEPARTMENT MAINTENANCE DEPARTMENT

Senior Relief Operator

Crystal Operator

Cell Operator

Brine Operator

Tradesperson

Storesperson

Maintenance Helper

Relief Brine Operator

Labourer

14.07

Promotions

(a) Permanent promotions in established lines of progression will take place with Departmental seniority governing subject to Article 14.01(a). The positions outlined in Article 14.06 that are excluded from lines of progression shall be subject to posting provisions. (See Article 14.08)

(b) It is understood that promotion to the position of Tradesman can only be done through the apprenticeship program as outlined in Article 25, or through the promotion of a qualified person.

(c) In the event that an employee declines to exercise his Departmental seniority to step up to the next position in his Department, whether permanently or temporarily, to which he would otherwise have been entitled by virtue of Departmental seniority, ability and qualifications, he will no longer be able to exercise his Departmental seniority to obtain a job senior to the employee who bypassed him. A refusal to step up to the next position in the line of progression shall be recorded and a copy sent to the Union.

(d) 4th Class Stationary Engineer's Certificate (Permanent 4th Class Certificate)

1)

Upon permanent shutdown of the current boiler and temporary low pressure boiler, a

permanent certificate is not a requirement for the purpose of promotion in the production department. It is understood and agreed that production department seniority as of the boiler(s) shutdown date prevails, in accordance with Article 14.07(c).

2)

Present Brine Operators and Relief Brine Operators have the option to obtain their permanent 4th Class certificate as per Article 14.07(d)3 iv). Upon successful completion of a permanent 4th Class certificate, the Brine Operator / Relief Brine Operator will receive the steam ticket rate when working as a Brine Operator.

3)

Should the need arise in the future for a permanent 4th Class certificate because of physical plant changes, the following will apply:

i)

A permanent 4th Class certificate is required for the permanent positions of Cell Operator & Crystal Operator. The Relief & Temporary Crystal Operators will also require a permanent 4th Class certificate.

ii)

In order to assist an employee who is promoted to the position of temporary or permanent Cell Operator, he will be supported in his application for a temporary 4th Class certificate. He will be required to obtain a permanent 4th Class certificate within 12 months. This may be extended to 15 months if he has attempted and failed his exam in the first 12 months. This also applies to Relief, Temporary, or Permanent Crystal Operators.

iii)

If after the 15 months, or after 12 months if no attempt is made to write the exam, he shall be demoted to a position not requiring a permanent 4th Class certificate.

iv)

In order to assist a production employee to obtain a permanent 4th Class certificate (to study and write the necessary material and exam) he will be allowed paid time off to a maximum of 84 hours. This will also include employees who, prior to 1994, have previously been given the opportunity to write the exam for a permanent 4th Class certificate.

#### 14.08 Postings

Permanent vacancies in the following job classifications will be posted and shall be filled on the basis

of Plant seniority subject to 14.01(a) and Article 14.07.

- (1) Brine Operator
- (2) Maintenance Helper
- (3) Storesperson
- (4) Tradesperson

Notice of permanent vacancies within the scope of the agreement will be posted for twelve (12) days, on the bulletin boards. During this time, applications may be made to the Administration Manager.

#### 14.09 Temporary Openings

Temporary openings in the Production Department will be divided into two (2) categories, namely:

Type "A" having a duration in excess of three (3) months, and will be applicable only in cases of extended leave of absence and long term sickness or disability.

Type "B" having duration of up to three (3) months to cover vacation relief, short term illness and short term absence.

Type "A" openings will be filled in the same manner as that outlined in Article 14.06 for permanent openings. However, in the event that the circumstances which caused the opening, return to normal, then the temporary position will cease to exist. The accrual of Departmental seniority in such cases will be governed by Article 14.01.

Type "B" openings may be filled by employees in the lowest classification within the respective Department, out of line of Departmental seniority and subject to Article 14.01(a), to meet the continued and efficient operation of the Plant.

The Company, in administering Type "A" openings, will estimate the expected duration of an opening without prejudice, from the information available.

14.10

#### Transfers

(a) In the case of permanent transfer from one Department to another, Plant seniority shall govern subject to the provision of Article 14.01(a).

14.11

#### Demotions

(a) Demotions resulting in bumping in the recognized Departments for whatever reason inclusive of layoffs, shall take place in reverse progression to that outlined in Article 14.06 with accumulated

Departmental seniority governing subject to Article 14.01(a). It is understood that Maintenance

employees in such instance shall exercise Departmental seniority to displace only those

employees in the Maintenance Helper and Storeperson positions.

(b) An employee who is demoted, within his Department, either voluntarily or for inability to perform

the work shall not be entitled to exercise Departmental seniority to move up to a higher job

classification. If the cause for the demotion has been corrected the employees' previous

Departmental seniority will be reinstated.

14.12

#### Seniority Lists

The company shall, within thirty (30) days of the date on which this Agreement is signed, furnish the

Union with two (2) copies of a list showing the Plant and Departmental seniority of each employee

then on the payroll and will thereafter revise such list each six (6) months.

14.13

Any employee promoted to a supervisory or staff position which removes him from the Bargaining

Unit shall retain and accumulate his Plant and Departmental seniority within the Bargaining Unit for a

period of up to twelve (12) months following this promotion. The employee will continue to pay the

prescribed union dues while he maintains his seniority within the Bargaining Unit. If during this twelve

(12) month period such employee is transferred back to the Bargaining Unit, he shall exercise his

accumulated Plant and Departmental seniority in returning his to his former job. Any extension of the

above shall be by mutual agreement and limited to two (2) month intervals.

Article 15

GRIEVANCE PROCEDURE

15.01

A grievance is any difference of opinion or dispute with respect to the interpretation, application or alleged violation of this Agreement. In the event of disciplinary action involving suspension or discharge, refer to Article 26.

A grievance must be presented in the following manner.

15.02

Step No. One (1)

If an employee has a complaint, that employee shall notify his Department Manager of his complaint

(verbally or in writing). The employee alone, or accompanied by a shop steward / Union

representative, and the Department Manager shall meet to discuss the issue as soon as practicable.

The Department Manager shall respond with a decision within ten (10) calendar days.

15.03

Step No. Two (2)

If a settlement is not reached as outlined above, the grievance, reduced to writing, shall be submitted

to the employee's Department Manager within fourteen (14) calendar days following receipt of the

Department Manager's step one (1) decision. A meeting between the Union Standing Committee, the

grievor and the Department Manager shall take place within fourteen (14) calendar days following the

submission of the written grievance. The Department Manager shall render his written decision within fourteen (14) calendar days following the step two (2) meeting.

15.04

Step No. Three (3)

If the written decision of the Department Manager is not accepted, the Union Standing Committee may within fourteen (14) calendar days submit the grievance to the Plant Manager. A further meeting shall be held between the Union Counsellor and / or an officer of the National Union, the Union Standing Committee and the Plant Manager or his designate. The Plant Manager shall render his written decision within fourteen (14) days following the step three (3) meeting.

15.05

If the decision of the Plant Manager is not accepted the Union may refer the grievance to arbitration.

15.06

Notice of reference to arbitration specifying the matter or matters to be arbitrated shall be given in writing to the other party within forty-five (45) calendar days after the rendering of the decision by the Plant Manager.

15.07

The Company or Union may submit a Policy Grievance which directly affects the interests of the party to the Collective Agreement and shall not be administered as an employee grievance.

The Policy Grievance may be submitted within thirty (30) working days from the date of occurrence of the incident giving rise to the grievance. The recipient of the grievance shall render a decision in writing within thirty (30) working days of receipt of the grievance.

The Policy Grievance shall be submitted at Step No. Three (3) of the Grievance Procedure.

15.08

In the event that either of the parties does not take a grievance to the next higher step within the time limits set out above the grievance shall be deemed to have been withdrawn. If the recipient of the grievance fails to respond within the time limits set out above, the grievance shall be deemed resolved in favor of the grieving party.

15.09

A grievance shall be presented as soon as practicable after the occurrence causing the grievance. However, the time limit for filing a grievance is 21 working days after the occurrence causing the grievance.



15.10

When an agreement has been reached between the Company and the Union at any stage of the grievance procedure it shall be put in writing and it shall be final and binding on both parties.

15.11

Nothing in this agreement shall be construed to prevent any employee from presenting any complaints on his own behalf directly to the Company or to prevent the Company from making adjustments in respect of such individual complaints not inconsistent with the terms and provisions of this agreement.

15.12

The time limit between steps may be extended by mutual consent. All time extensions must be confirmed in writing.

Article 16

ARBITRATION

16.01

A grievance which has not been settled after being carried through the steps of the Grievance Procedure may be referred to Arbitration in accordance with the following procedure.

16.02

When notice is given in accordance with Article 15.06 the party giving the notice shall, at the same time, in writing, nominate an arbitrator.

16.03

Within seven (7) days thereafter the other party shall nominate an arbitrator and so advise the other party in writing within the said delay.

16.04

The two nominees shall endeavour to select a third person who shall act as chairman.

16.05

In all matters of procedure not covered by the provisions of this section, including alternating procedures for the selection of a third arbitrator the provisions of the Labour Relations Code of British Columbia (1993) shall apply.

16.06

The Arbitration Board shall have jurisdiction to interpret the provision of this Agreement in so far as shall be necessary to the determination of the grievance, but shall not have jurisdiction or authority to alter in any way, add to, subtract from or modify any of the terms hereof, nor make any decision inconsistent with the provisions of this agreement.

16.07

The decision of the Arbitration Board shall be final and binding upon the parties hereto and the employee or employees concerned.

16.08

Each of the parties shall bear equally the expense of the Chairman of the Arbitration Board.

16.09

The parties hereby request the Arbitration Board to render its decision as expeditiously as possible.

16.10

The award of the Arbitration Board shall not be made retroactive to a date prior to the date on which the grievance was submitted in writing as provided for in the Grievance Procedure.

16.11

The Company and the Union may by mutual agreement, elect a single arbitrator instead of a three-man arbitration board, and the powers of the single arbitrator shall be the same as those of the board of arbitration pursuant to this article.

Article 17

DAYS OFF AND SCHEDULE OF SHIFTS

17.01

The employer will normally designate consecutive regular days off for each regular employee.

When extensive changes to the schedule are necessary the Company will so notify the Union in advance whenever practical, and will welcome discussion with the Union Standing Committee.

(a) Employees

may change their day or days off by mutual agreement with their Department Manager, provided such change shall not involve additional cost to the company.

(b) Department Managers

may change an employee's day(s) off by mutual agreement with the employee concerned.

17.04

Employees will normally not be scheduled to work six (6) consecutive days in a two-week period. The exception being that if the shift schedule is altered significantly as a result of layoff, plant shutdown, etc., then this may not always be possible.

(a) Relief Brine Operators/ Labourers

(assigned to the Production Department) shifts may be changed at anytime provided the employee is given 24 hour notice prior to shift change. Every effort will be made to give the employee as much notice as possible.

Article 18

VACATIONS

18.01

It is hereby understood and agreed that in the application of the following provisions governing vacations and vacation pay, no employee shall be treated less favourably than is provided for under the "Annual Holidays Act". (R.S.B.C. 1980) SBC Chap.10 - #36.

18.02

The Vacation year shall be the twelve (12) months commencing on May 1st and ending the following April 30th. However, for the purposes of calculating vacation pay only May 1st shall be interpreted as being the end of the last pay period in April. Management will co-operate in arranging vacation time to suit each employee. However, the scheduling of vacation time is to be decided by Management. Management will give consideration to requests for vacation dates on the basis of plant seniority, provided such requests are made before March 1st for the current year. However, it is understood that no employee can exercise seniority rights over less senior employees in the scheduling of more than two (2) weeks vacation during the period June 15th to September 15th.

18.04

Vacations are not cumulative and must be taken annually within the vacation year as defined in 18.02. However, the Company may extend the vacation year due to extenuating circumstances and as mutually agreed at the request of an employee.

18.05

No employee may continue to work and draw vacation pay in lieu of taking his vacation.

18.06

Vacation pay will be paid by direct deposit to an employee's account on a bi-weekly basis as vacation is taken. The company may grant vacation pay in advance due to extenuating circumstances and as mutually agreed at the request of the employee.

18.07

Employees of the Company shall receive their vacation with pay entitlement exclusive of recognized holidays to which they are entitled under Article 7 of this Agreement.

18.08

When services of an employee are terminated for any reason, he shall receive vacation pay for the vacation earned but not taken, computed as 4% of his total earnings for the period during which vacation was earned. An employee who qualifies for vacation under 18.12 will be paid 6% of his total earnings on termination, those who qualify for vacations under 18.13 will be paid 8% of their total earnings on termination, and those who qualify for vacation under 18.14 will be paid 10% of their total earnings on termination, those who qualify for vacation under 18.15 will be paid 12% of total earnings on termination, and those who qualify under 18.16 will be paid 14% of total earnings on termination.

18.09

The following shall be considered as time worked (maximum 9 1/3 hours per day and 37 1/2 hours per

3

week) for the purpose of qualifying for a vacation.

(a) Time lost as a result of an accident as recognized by WorkSafeBC.

(b) Time, not exceeding one year, lost as a result of a non-occupational accident or illness, provided that the employee has completed the probationary period as outlined in Article 14.02, and that he returns to his employment.

(c) Time spent on earned vacations.

(d) Time spent on holidays as defined in Article 7 of this Agreement.

(e) Time absent from work because of Jury Duty or as a subpoenaed witness.

(f) Time absent from work because of a death in family.

(g) Time absent from work on approved leaves of absence.

18.10

Employees employed by the Company on May 1st of any year and who have:

(a) Less than twelve (12) months continuous service and do not qualify under 18.11 below will be granted one quarter (1/4) of a day's vacation with pay for each full week of work performed in the immediately preceding vacation period. No vacation of less than one (1) day, nor more than eight

(8) days will be granted under this provision. Fractional entitlements will be rounded off to the

nearest full day; e.g.: an employee with three and one-quarter ( $3\frac{1}{4}$ ) days vacation credit will be granted three (3) days vacation; whereas, an employee with three and one-half ( $3\frac{1}{2}$ ) or three and three quarters ( $3\frac{3}{4}$ ) days vacation credit will be granted four (4) days vacation. Pay for such vacations will be computed at four per cent (4%) of the employee's actual earnings during the vacation period in which the vacation was earned.

18.11

Employees on the payroll of the Company on May 1st who have 1400 hours continuous service have qualified for a first vacation and shall be granted two (2) weeks vacation with pay. Pay for such two-week vacation shall be four per cent (4%) of the employee's actual earnings during the vacation period in which the vacation was earned, or two weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.12

Employees on the payroll of the Company on May 1st who qualify for a second vacation shall be granted three (3) weeks vacation with pay. Pay for such three-week vacation shall be six per cent (6%) of the employee's actual earnings during the immediately preceding vacation period, or three weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.13

Employees on the payroll of the Company on May 1st who qualify for a 7th vacation shall be granted four (4) weeks vacation with pay. Pay for such four-week vacation shall be eight per cent (8%) of the employee's actual earnings during the immediately preceding vacation period, or four weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.14

Employees on the payroll of the Company on May 1st who qualify for a 15th vacation shall be granted five (5) weeks vacation with pay. Pay for such five-week vacation shall be ten per cent (10%) of the employee's actual earnings during the immediately preceding vacation period, or five weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.15

Employees on the payroll of the Company on May 1st who qualify for a 24th vacation shall be granted

six (6) weeks vacation with pay. Pay for such six week vacation shall be twelve per cent (12%) of the employee's actual earnings during the immediately preceding vacation period, or six weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.16

Employees on the payroll of the Company on May 1st who qualify for a 30th vacation shall be granted seven (7) weeks vacation with pay. Pay for such seven week vacation shall be fourteen per cent

(14%) of the employee's actual earnings during the immediately preceding vacation period, or seven weeks base pay computed on the basis of the employee's regular job rate at the time he goes on vacation, whichever is greater.

18.17

For the purpose of calculating vacation pay, actual earnings shall not include profit sharing earnings.

18.18

After completing the necessary period of continuous service with the Company, an employee shall, in addition to the regular vacation to which he is entitled, become eligible to receive a Supplementary

Vacation with pay as set forth below:

Year of Completed Continuous Service Supplementary Vacation

After 5 years 1 week

After 10 years 2 weeks

After 15 years 2 weeks

After 20 years 2 weeks

After 25 years 2 weeks

After 30 years 2 weeks

(a) The Supplementary Vacation must be taken within five (5) years of the employee's becoming eligible or before his becoming eligible for his next earning period of Supplementary Vacation as above, whichever comes first.

(b) For the purpose of determining eligibility for Supplementary Vacation, an employee's service shall be calculated from the date of his joining the Company.

(c) The Supplementary Vacation may be taken in conjunction with the regular vacation to which the employee is entitled, subject to Article 18.03.

(d) One week's Supplementary Vacation pay shall be equal to 37 1/3 hours at the straight time hourly rate of the employee's regular job.

(e) At retirement or termination from the Company an employee who has qualified for Supplementary Vacation shall be entitled to that portion of Supplementary Vacation Pay proportionate to the number of years of service completed subsequent to his last five-year entitlement period.

18.19

In the event an employee is called in to work on his/her scheduled vacation day, the employee shall be paid overtime for the time worked, and the cancelled vacation day with pay will be rescheduled during the current vacation year at a time mutually agreed upon. The employee being called in must receive prior approval from his/her supervisor.

Article 19

TEMPORARY EMPLOYEES

19.01

A temporary full-time employee shall be an employee who is hired to fill a temporary labour need for 37 1/3 hours per week, be it skilled or unskilled.

19.02

A temporary part-time employee shall be an employee who is hired for less than 37 1/3 hours per week to fill a temporary need as Labourer. There will be no displacement of permanent or temporary full-time workers by part-time employees.

Temporary part-time employees may be only utilized after the company has consulted with the Union regarding the need for hiring.

19.03

He/she shall be considered a temporary employee for up to one year.

19.04

The company will notify the Union when a temporary employee is being hired.

19.05

All articles, with the exception of Article 14 will apply to temporary full-time employees. However, the eligibility period for WI, LTD, Life, AD&D, and Dental Plans shall be 4 months.

19.06



All articles, with the exception of Articles 14, 32, and 33 will apply to temporary part-time employees.

Article 20

JOB CLASSIFICATIONS AND JOB RATES

20.01

Job classification during the term of this Agreement shall be in accordance with Appendix "A" appended hereto.

20.02

Job rates as detailed in Appendix "A" will be made effective A MONTH 1, 20XX and will remain in effect until END MONTH XX, 20XX.

Article 21

WAGE RATE ADJUSTMENTS

21.01

Job rate shall be defined as the wage rate for any job classification as listed in Appendix "A", "Job Classifications and Job Rates" and excludes all premium pay, bonuses, shift differentials and allowances of any type or kind.

21.02

Should the Company introduce a change(s) that will affect job content during the term of the Agreement, the following procedure shall apply:

(a) The Company shall notify the Union as far in advance of the change(s) as is practicable.

(b) The

Company shall describe the change(s) and provide an estimate of the effect on Union members' jobs.

(c) After an appropriate period from commissioning the change(s), up to SIXTY (60) DAYS, a new rate will be settled by discussion between the Company and Union Standing Committee.

(d) The Company agrees that failure to resolve any differences there may be after discussions, may result in the Union filing a grievance, as herein provided, alleging that the new rate is incompatible with relevant internal and external comparisons.

The company agrees that any change in the new rate that may result from grievance procedure, discussions, or from an arbitration decision will be made retroactive to the date on which the new rate was first applied or the date on which the job changed, whichever first occurs.

21.03

If an employee is temporarily transferred to a job paying a higher rate he shall be paid the higher rate.

21.04

It is understood that when an employee is being trained for a higher paying job he shall receive his regular job rate.

Article 22

OVERTIME AND PREMIUM TIME

22.01

Overtime

Overtime shall be either all authorized time worked in excess of nine and one third (9 1/3) hours in a twenty-four (24) consecutive hour period, starting when an employee reports for work; or all hours worked in excess of thirty seven and one third (37 1/3) hours in any one week except in the case of those employees assigned to the 12-hour shifts when overtime shall be all hours worked in excess of

12 hours in a 24 consecutive hour period, starting when an employee reports for work, or all hours worked in excess of 36 or 48 hours per week depending on whether such 36 or 48 hours per week fall into the regular schedule of 3 days on and 3 days off.

(a) In the event that an employee is required to work overtime hours that run continuously from the end of his shift, he must be given a minimum of eight (8) hours off, before starting his next shift. Any straight time earnings lost as a result will be paid to the employee affected.

(b) In the event an employee is called in to work overtime hours that occur in, or extend into, the period between 2330 Hrs. and 0330 Hrs. when such an employee is scheduled to report for work at 0700 Hrs. (or 0630 Hrs), if the time worked in this period is one or more hours the employee will not be required to report for work for a minimum of eight (8) consecutive hours from the end of the time worked. Straight time earnings lost as a result will be paid the employee affected.

(c) In the event an employee is called in to work overtime hours that occur in the period between 0330 Hrs. and 0700 Hrs. (or 0630 Hrs.), if the time worked in this period is one or more hours the employee will not be required to report for work for a period past 0700 Hrs. (or 0630 Hrs.) equivalent to the hours worked during the 0330 to 0700 Hrs. (or 0630 Hrs.) period, or take the equivalent time off at the end of his/ her shift. Straight time earnings lost as a result will be paid to the employee affected.

22.02

In those weeks when a day worker works a scheduled 37 1/3 hour week, hours in excess of 37 1/3 hours shall be paid at overtime rates.

22.03

All authorized overtime shall be paid at double time.

22.04

For the purpose of avoiding pyramiding of overtime, hours compensated for at overtime or premium time rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

22.05

Shift Premiums shall not be included when computing pay for overtime. Sunday Premiums shall not be included when computing pay for overtime.

22.06

Time exchanged between employees, hours worked as a result of shift change, shall be paid for at the regular straight time hourly rate of the employee scheduled to work at that time plus shift differential applicable to the time worked. Such changes must have the approval of the supervisor concerned.

22.07

Where an employee's shift schedule is changed with less than 48 hours notice then the employee will be paid overtime for the first shift worked (except as noted in 17.04(a)).

22.08

Sunday Premium

A premium shall be paid to all workers for work performed on Sunday, which shall be known as

"Sunday Premium".

Dec. 1/09: \$1.85/hr, Dec. 1/10: \$1.95/hr, Dec. 1/11: \$2.10/hr.

22.09

Shift Differentials

(a) A shift differential will be paid for all hours worked on scheduled evening night shifts between the hours of 1830 hrs. and 0630 hrs.

Dec. 1/09: \$1.70/hr, Dec. 1/10: \$1.80/hr, Dec. 1/11: \$1.92/hr.

(b) An employee working on a regularly scheduled night shift shall continue to receive the shift differential for overtime worked beyond 0630 hrs.

22.10

In the event that an employee is called in and reports to work at least one full shift before his regular starting time he shall continue to receive overtime rates if he is asked to continue on into this regular shift.

22.11

A hot meal (value of \$13.50 effective Dec. 1/10, and \$14.50 effective Dec. 1/11) shall be provided for any employee called in to work four (4) hours or more on a scheduled day off or if less than 24 hours notice is given, or for two (2) hours or more if these overtime hours are continuous with his regular scheduled hours, and every four hours thereafter. In the latter case, depending on the urgency of the work involved, the meal may be taken prior to or during the overtime period provided the actual time worked is two (2) hours or more.

When a maintenance employee is called in to work, he will receive the hot meal allowance after four

(4) hours of work and every (4) hour hours thereafter, until the completion of the work. Meal vouchers will be included on the pay cheque and be a taxable benefit.

Article 23  
JURY DUTY PAY

23.01

a) The Company will pay an employee called for Jury Duty or as a subpoenaed witness, his straight time pay, provided he works his regular shift when not performing such jury or witness service.

The employee will be required to furnish proof of performing such service.

b)

Shift workers will not be required to work a scheduled evening shift if:

-jury duty or witness service starts the following day, or

-jury duty or witness service is completed on the day of the scheduled

evening shift.

Article 24

BEREAVEMENT LEAVE

24.01

In the event of a death of a member of an employee's immediate family, the employee will be allowed

a reasonable time off. The Company will pay such employee his straight time pay for any of his

scheduled working days lost immediately following the death, up to a maximum of 37 1/3 hours.

"Immediate Family" means Father, Mother, Child, Spouse, Brother, Sister, Spouse's Father, Spouse's

Mother, Step-Father, Step-Mother, Step-Children, Grandparents and

Grandchildren, Son's Spouse,

Daughter's Spouse, Brother-in-law, and Sister-in-law.

Article 25

MAINTENANCE DEPARTMENT APPRENTICES

25.01

Appendix "B" attached hereto and entitled "Maintenance Apprenticeship" shall be part of this

agreement.

Article 26

SUSPENSION AND/OR DISCHARGE

26.01

When in the opinion of the Company disciplinary action involving suspension or discharge become

necessary the Union shall be notified of that intent and the reasons therefore, prior to the action, if

such prior notification is practicable. Further the Company welcomes pertinent discussion with the

Union about the suspension or the discharge prior to that action when practicable. Refer to Article

15.01.

26.02

In the event that an employee has been discharged and it is alleged that he has been unjustly dealt with the grievance procedure may be used. The grievance must be submitted to the Company in writing within seven (7) days of the discharge and in such cases steps one and two of the grievance procedure shall be omitted.

Article 27

LEAVE OF ABSENCE

27.01

The Company will consider granting a leave of absence to employees for personal reasons consistent with the continued and efficient operation of the plant, and provided there is a minimum of disruption to fellow employees.

27.02

The length of such leave of absence in any one year shall be:

(a) Those employees with more than one year's service but less than five year's service - up to one week.

(b) Those employee with more than five years service - up to one month. However under extenuating circumstances, the Plant Manager may alter the above conditions at his sole discretion.

27.03

Such leave of absence shall be without remuneration.

27.04

A leave of absence must be applied for in writing.

27.05

It will be the responsibility of the employee to arrange with the Company for the payment, suspension, or other disposition, of the Company sponsored welfare plans at the time of applying for such leave of absence.

27.06

No employee will be granted a leave of absence to accept other employment. It is understood, however, that other employment does not include duties as elected union officers, elected political representative, (i.e.: MLA, MP, Counselor, Mayor, etc.), or other such assignments, for which remuneration may be paid.

27.07

The following specific exceptions will be made to the above were a leave of absence is granted by the Company to an employee in order that he may accept an elected Union or political office (as in 27.06 above).

(a) It is

agreed that an employee who is elected or appointed to Union office shall be granted sufficient leave in order to perform the duties of the position. Such leave shall be granted for the duration of the term of office, and shall be renewed upon written application to the Company.

(b) The employee will continue to accumulate seniority.

27.08

Parental leave as outlined in the Employment Standards Act.

Article 28

COMMITTEES

28.01

The Company shall appoint a Company Standing Committee of three (3) individuals which shall represent the Company.

28.02

The Union shall elect from its membership of employees at ERCO Worldwide's North Vancouver plant a Union Standing Committee of three (3) which shall represent the Union for the purpose stated in this Agreement.

28.03

(a) The Company and Union Standing Committee shall meet quarterly to discuss items of mutual interest. The agenda for each meeting shall consist of the following items.

i)



## Safety

ii)

Changes to the plant that will affect Union members. Where the change(s) is significant.

Workers for the affected areas will be included to provide their input in subsequent discussions.

iii) Other items.

(b) Minutes

of these meetings shall be distributed for signatures within one (1) week after the meeting.

Article 29

## TRAINING

29.01

The Company recognizes its responsibility to ensure that its employees are adequately trained to perform their jobs in a satisfactory manner. The Company will institute a training program for all Production employees under the direction of the Production Manager or his appointee so that the opportunity will be given to each employee to perform his job satisfactorily and to satisfactorily perform the duties of the next higher job classification. The Union recognizes that it is to the mutual benefit of both parties to have an adequately trained workforce.

Article 30

TECHNOLOGICAL CHANGE AND TERMINATION PAY

30.01

The Company will endeavour to give as much prior notice of technological change however, not less than 120 days before the date on which the technological change is to be effected.

The notice of technological change shall be in writing and shall state:

- (a) Nature of the technological change.
- (b) Date of which technological change will be effected.
- (c) Approximate number and type of employees likely to be affected by the technological change.

If the Company and Union are unable to resolve their differences regarding technological change, final and conclusive settlement, without work stoppage, shall be by arbitration or another method agreed to by the parties.

30.02

The Company agrees to pay termination pay to employees permanently laid off because of plant closure, automation, technological change, modernization or for economic reasons at the rate of pay of two (2) weeks pay per year of service. In the event of plant closure the Company agrees to negotiate with the Union the termination payout. The Company also agrees to cooperate with the Government to minimize the impact of plant closure. The terms of payout shall be defined as:

- (a) Initial payment conforming to provisions of the Employment Standards Act.
- (b) Remainder, if applicable, on expiry of recall rights.
- (c) A laid off employee may request in writing payment of his termination pay after three (3) months on layoff providing the employee agrees in writing to waive his remaining recall rights.

30.03

When an employee is terminated as a direct result of plant closure, automation, and/or technological change, Management will assist the Union in communicating with Canada Manpower to advise them of the suitability of the employee for re-training and re-location in another job, and request that they use their facilities for this purpose. In the event of plant closure, the company will endeavor to give as much prior notice as possible, however, not less than 90 days.

30.04

The Company agrees to retrain those employees whose jobs cease to exist due to Modernization or Expansion, for other jobs within the plant. This excludes employees who are laid off or terminated and does not obligate the Company under the Maintenance Apprenticeship program.

Article 31  
CONTINUOUS 12-HOUR SHIFTS

The parties hereto agree to the following terms and conditions relating to the continuous rotating shift schedule, as hereafter defined.

31.01

The work schedule considered herein will be applicable to The Job Classifications, currently on the existing continuous rotating shift schedule, in the Production Department.

31.02

The shift schedule is as per Appendix D.

31.03

Upon converting to a revised schedule and during the first week under it, no premiums will be paid to an employee for the sole reason of transferring from one standard work week to another standard work week.

31.04

Each employee's pay will be calculated on a weekly basis. However, if an employee wishes, the Company will hold back a fixed amount each week the employee works in excess of 36 hours, to be paid to the employee at the time he gets his "9 days off". It is clearly understood that this holdback of pay will not be flexible, and will only be paid to the employee when he takes his scheduled 9 days off.

31.05

Vacations will be allotted on a weekly basis and will be paid on a 37 1/3 hr. basis.

Article 32

HEALTH AND WELFARE

32.01

Benefits of hourly-paid employees during the term of this Agreement shall be in accordance with appendix "C" appended hereto. For full details refer to the current ERCO Worldwide Plan Texts and associated policies. For ease of reference, see the current Employees Benefits Program booklet.

32.02

E.I. Premium reduction will be applied to funding the benefits package.

32.03

For the purposes of Weekly Indemnity claims the waiting period will be "0" days for both illness and accidents and subsequently the claim will be paid on the first calendar day.

32.04

The Company will pay all Health and Welfare premiums for the first two years during an employee's recovery while on L.T.D.

32.05

Agreed to eliminate for the term of the agreement the requirement for physician's statement for absences due to non-occupational sickness or accident up to one week. Physician's statement may be required at the discretion of the supervisor.

Article 33

PENSION PLAN

33.01

a) There shall be a Pension Plan for all employees with contributions made by the Company, to provide for the needs of the employees upon retirement.

b)

Pension benefits are increased from START DATE, 20XX of \$77.00/month/year to:

YEAR 1, 20XX \$ 81.50 Per Month Per Year

YEAR 2, 20XX \$ 83.50 Per Month Per Year

YEAR 3, 20XX \$ 84.50 Per Month Per Year

c)

Spousal Pension -Effective December 1st, 1994 the spousal benefit is 60% for all years of service.

d)

Credited service for future retirees is calculated from day one, provided the employee has satisfied the probation period (40 working days). All other terms as per Plan Text.

e) Defined Contribution Plan - effective January 1, 20XX, a new Defined Contribution Plan will be in place for all new hires and current employees wishing to switch to this Plan.

The Company will contribute 6% of gross base wages (exclusive of premiums & overtime). The employee will have the opportunity to make voluntary contributions. The Company will match 50% up to a 4% employee contribution (i.e. Employee 4% - Company 2%). Employee can make additional contributions up to the Canada Pension limit.

EARLY RETIREMENT PROVISION

I

Effective September 8, 1992, retirement at 60 years of age with 20 years of service with no reduction.

Effective December 1st, 1994 the following reduction from age 60 to 55 with 20 years service apply  
(.41667%/month reduction to age 55)

Age Years of Service Reduction

65	200%
65	200 %
64	200%
63	200 %
62	200%
61	200 %
60	200%
59	205%
58	20 10%
57	20 15%
56	20 20%
55	20 25%

II

Age 55-64 minimum of 10 years service - 1/4 of 1% per month for each month of early retirement /  
from 60 to 64 plus 1/2 of 1% per month prior to age of 60 (55-60)

Current age of 60 (55 to 60) Schedule

65	0%
64	3%
63	6%
62	9%
61	12%
60	15%
59	21%
58	27%
57	33%
56	39%
55	45%

III Age 55 to 64 - less than 10 years service - 1/2 of 1% per month for each month of early retirement  
prior to age 65.

Schedule

65	0%
64	6%
63	12%
62	18%
61	24%
60	30%
59	36%

58 42%  
57 48%  
56 54%  
55 60%

**Bridging:**

Effective December 1, 20XX a bridging formula of \$18.00 per month per year service will be available to those retiring between age 60 and 65. A minimum of 10 years service is required for bridging.

Or, those retiring between the ages of 58 and 60, with a minimum of 10 years service, shall have bridging of \$10.00 per month per year of service to age 65.



Article 34  
BANKING OF OVERTIME

34.01

It is understood and agreed that the voluntary banking of overtime hours will involve no extra time or cost to the company, nor will it affect the smooth and efficient operation of the plant.

34.02

Time off in lieu of overtime will receive low priority and requires mutual agreement between supervisor and employee.

34.03

Overtime pay and/or hours may be banked.

34.04

(a) Overtime hours may be banked to a maximum of 36 hours / 37.33 hours at any one time.

(b)

The maximum banked time off allowed per calendar year for each employee is 36 hours for

Shift Workers and 37.33 hours for Day Workers.

(c)

Any hours left in an employee's time bank at the end of the calendar year shall remain in the bank for the following year.

34.05

Overtime pay may be banked with no maximum. Pay may be drawn out on any regular pay period.

Balances in excess of 36 hours not withdrawn by September 30th of each year will be paid out in the following pay period.

34.06

Overtime pay may be taken when earned and hours banked.

APPENDIX "A" - JOB CLASSIFICATIONS AND HOURLY RATES

CLASSIFICATION Dec. 1/09 Dec. 1/10 Dec. 1/11

Tradesperson 36.43 37.21 38.00  
Storeperson 36.43 37.21 38.00  
Maintenance Helper 30.90 31.68 32.47  
Senior Relief Operator 36.43 37.21 38.00  
Crystal Operator 36.43 37.21 38.00  
Cell Operator 36.29 37.07 37.86  
Brine Operator 34.52 35.30 36.09  
(4th Class Steam Ticket)  
Brine Operator 34.01 34.79 35.58  
Relief Brine Operator 30.90 31.68 32.47  
Labourer 29.64 30.42 31.21

MULTI SKILLS / DUAL TRADES

1.

Multi Skills is defined as a plant recognized skill in instrumentation, welding, pipefitting, or other skills recognized by the Union and the Company and supported by a TQ ticket, or certificate of training, or in-house training. The multi skill would be in addition to a plant recognized TQ ticket (as defined below in #4) and would be obtained in one of the following manners:  
In-house training (instrumentation)  
Certification program or equivalent (pipefitting)  
Level "C" Provincial certificate (welding)

Multi Skills would also be available to employees who have suitable certification or job experience from previous or present employment, and are able to satisfactorily demonstrate the skill while performing work on site.

2.

Dual Trades is defined as two plant recognized TQ qualifications (as defined below), a single plant recognized TQ ticket plus a Level "B" welding certificate or successful completion of a SAIT (or equivalent) correspondence course for instrumentation.

3.

Based on the needs of the plant, multi skills training will be provided to personnel meeting the necessary qualifications.

4.

Minimum qualifications is a provincial TQ ticket in at least one of the required trades:

Electrician  
Instrument Mechanic  
Millwright  
Pipefitter  
Welder

5.

Employee must be presently active in one of the above trades.

6.

A selection board similar to Appendix "B" with a plant committee member representing the bargaining unit will determine who will receive the multi skills training.

7.

Such training does not preclude the possibility of hiring from outside the present bargaining unit for a dual trades person if such a tradesperson were required or needed at the plant.

8.

A \$1.00/hr premium will be paid after successful completion of the training for the multi skilled position.

9.

An additional \$1.00/hr premium will be paid for the dual trades position as defined in Section 2.

SENIOR RELIEF OPERATOR

1. Effective Dec. 1/20XX, a \$0.40/hr premium will be paid to the Senior Relief Operators.

APPENDIX "B"  
MAINTENANCE APPRENTICESHIP

1.

PURPOSE

To train Tradespersons of the highest calibre consistent with plant requirements.

2.

SCOPE

The program will embrace the Electrical, Instrument Mechanic, Millwright, Pipefitter and Welder trades and will be run in conjunction with the B.C. Department of Labour Apprenticeship Training Branch. Other trades may be added in the future as required. It is intended that there will be no more than one apprentice in each trade at any one time.

3.

ERCO WORLDWIDE APPRENTICESHIP BOARD

(Otherwise known as "The Board")

The Board will be established consisting of the Plant Manager, (Chairman), the Maintenance Manager, a member of the personnel function, and a Tradesperson employee of the designated trade involved to make the final selection of apprentices. Said Board will also review the progress of the apprentice from time to time and will be empowered to take appropriate action. The tradesperson employee member of the board will be appointed by the Plant Manager after due consultation with the Union.

4.

SELECTION OF CANDIDATES

Candidates will be selected from interested employees, recent high school/technical school graduates, and graduates from accredited pre-apprenticeship training course. Psychological, I.Q. aptitude tests and other such aids may be used in assessing prospective candidates. Apprentices will be selected on the basis of ability, personality, and attitude.

5.

JOB SECURITY

Apprenticeship training under this program does not constitute guaranteed employment to a graduate. He retains and accumulates seniority while employed as an apprentice, as spelled out in the Union Contract, and as such is treated as any other employee on graduation.

Over and above any provisions in the B.C. Department of Labour Apprenticeship program for the termination of unsuitable candidates, and apprentice will be on probation for the first year and the Company retains the right to terminate the apprentice if, in the opinion of the "Board", the candidate is in any way unsuitable.

6.

PAY SCHEDULE

The pay schedule for apprentices will be as follows:

1st 6 months -Labourer rate

2nd 6 months - Mech. "A" Rate less 7/8 spread

(Labourer rate to Tradesperson rate)

3rd 6 months -Tradesperson Rate less 6/8 spread

4th 6 months -Tradesperson Rate less 5/8 spread

5th 6 months -Tradesperson Rate less 4/8 spread

6th 6 months -Tradesperson Rate less 3/8 spread

7th 6 months -Tradesperson Rate less 2/8 spread

8th 6 months -Tradesperson Rate less 1/8 spread

On graduation- Tradesperson Rate

While an apprentice is in school the Company will make up his pay to his regular weekly pay less all government sponsored allowances available. Additional traveling and living expenses will not be paid.

For the purpose of calculating the regular weekly pay for classroom training, the average weekly hours will be used, i.e.: 37 1/3 hours.

7.

PROGRAM

On the job training will be done under the direction of the Maintenance Manager through skilled Tradesperson. The apprentice will be expected to perform useful tasks relating to maintenance in general and to a large degree his selected trade in particulate. In no circumstances is an apprentice to be considered a helper.

8.

TOOLS

Apprentices will be expected to provide their own hand tools within a reasonable period of time.

9.

Apprentices will be considered as part of the bargaining unit and will become Union members as provided for in the ERCO Worldwide Union Contract. They shall be subject to the rights, privileges and responsibilities of full Union membership except as herein specified.

APPENDIX "C"

BENEFITS OF HOURLY-PAID EMPLOYEES -North Vancouver Plant

Weekly  
Indemnity  
Long Term  
Disability  
Life A D & D Medical  
Service Plan  
Extended Health  
Benefits  
Dental Pension  
Eligibility \*  
Full Time  
Temp Full Time  
3 Months  
4 Months  
3 Months  
4 Months  
3 Months  
4 Months  
3 Months  
4 Months  
1 Month  
1 Month  
1 Month  
1 Month  
3 Months  
4 Months  
Probation Period/40 Days then day one.  
Benefits 75%  
Hours lost  
60%  
Basic monthly  
wage  
Dec. 1/97 max.  
\$5000  
\$85,000 \$ 170,000 All medical, surgical  
and obstetrical  
80% of 1st \$1000/yr.  
100% above \$1000/yr.  
Max. \$100,000//yr.  
Renewable each year  
Dec.1/ 03 -Eye Exam Fee -\$75  
Glasses:  
Dec. 1/05 -\$250  
Dec. 1,/07 -\$300  
Dec. 1/09 -\$325  
Dec. 1/09 -Chiro/Naturopath -\$300  
Dec. 1/09 - Physio/Massage -\$350  
100% Diagnostic  
Preventive/Restorative  
75% Prosthetics



50% Crowns, Bridges  
50% Orthodontics  
Lifetime limit -\$3000  
- Dec. 1/07  
Dec. 1 /99 -\$45.00/Mo/yr  
Nov. 30/ 03 -\$51.00/Mo/yr  
Dec. 1/03 -\$58.00 / Mo/yr  
Dec. 1/04 -\$65.00 / Mo/yr  
Dec. 1 /05 -\$68.00 /Mo/yr  
Dec. 1/06 -\$71.00 /Mo/yr  
Dec.1 /07 -\$74.00 /Mo/yr  
Dec. 1/08 -\$77.00 /Mo/yr  
Dec. 1/09 -\$81.50/Mo/yr  
Dec. 1/10 -\$83.50/Mo/yr  
Dec. 1/11 -\$84.50/Mo/yr  
DC Plan - Jan. 1/11 - New hires & current  
employees wishing to switch  
Deductible -----\$25/person or  
family per year  
Amounts in excess of  
B.C. fee guide  
-  
Elimination  
Period  
0-days acc.  
0 day ill  
26 weeks -----  
Duration  
Period  
26 weeks to  
Age 65  
-----  
Amount of  
Retirement  
--50% of benefit  
\$85,000 decreases 5%/yr.  
min 25%  
----Benefit in effect at retirement x years of  
service  
Retirement -----\$300/yr - Dec. 1/09  
(for employees only)  
-Age 60 / 20 years. No reduction  
Carrier ERCO Sun Life Sun Life Sun Life Revenue Services of  
BC M.S.P.  
Sun Life Sun Life RBC Dexia Investors Services  
ERCO Pays 90% 90% 96% 96% 100% 100% 90% -  
Employee Pays 10% 10% First \$1000 of coverage First \$1000 of  
coverage  
--10% -  
Termination Date active  
employment  
ceases  
As W.I. other  
than sick, injury

or vacation pay  
Death or date employment  
terminates  
Death or date  
employment  
terminates  
Last day of month  
which employment  
terminates  
Last day of month which employment  
terminates  
Last day of the month which  
employment terminates  
Death or termination of employment  
Vesting -----After 2 years service in plan  
\* See Article 19.05 for the benefits of temporary full-time employees.

APPENDIX "D"  
PRODUCTION SCHEDULE

Mon Tue Wed Thu Fri Sat Sun  
13-Jan-10 14-Jan-10 15-Jan-10 16-Jan-10 17-Jan-10

Crystal  
Operator  
Day A A A D D  
Night B B B C C  
Cell  
Operator  
Day H H H E E  
Night F F F G G  
Brine  
Operator  
Day I I I J J  
Night  
Spare  
Senior Operator SR1 SR1  
Labourers  
Vacations Day  
Night  
Day  
Night  
Days  
Off

Mon Tue Wed Thu Fri Sat Sun  
18-Jan-10 19-Jan-10 20-Jan-10 21-Jan-10 22-Jan-10 23-Jan-10 24-Jan-10

Crystal  
Operator  
Day D B B B C C C  
Night C A A A D D D  
Cell  
Operator  
Day E F F F G G G  
Night G H H H E E E  
Brine  
Operator  
Day J I I I J J J  
Night  
Spare SR2 SR2 SR2  
Senior Operator SR1  
Labourers  
Vacations Day  
Night  
Day  
Night  
Days  
Off

Mon Tue Wed Thu Fri Sat Sun  
25-Jan-10 26-Jan-10 27-Jan-10 28-Jan-10 29-Jan-10 30-Jan-10 31-Jan-10

Crystal  
Operator

Day SR2 SR2 SR2 D D D SR1  
Night B B B C C C A  
Cell  
Operator  
Day H H H E E E F  
Night F F F G G G H  
Brine  
Operator  
Day I I I J J J SR2  
Night  
Spare  
Senior Operator SR1 SR1 SR1  
Labourers  
Vacations Day  
Night  
Day  
Night  
Days  
Off

