

P.P.W.C LOCAL #5

&

**A-Z SPONGE & FOAM
PRODUCTS LTD.**

20XX – 20XX

(all dates removed)

COLLECTIVE AGREEMENT

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ARTICLE 1 – GENERAL

Section 1 – Purpose

The general purpose of this agreement is also 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. after mentioned under methods which will further, to the fullest extent possible, the safety and physical welfare of the employees, economy of the operation, quality and quantity of output, cleanliness of the plant and protection of property. It is recognized by this agreement to be the duty of the company and the employees to co-operate fully, individually and collectively, for the advancements of said conditions.

Section 2 – Mutual Responsibilities

It is recognized by this agreement to be the duty of signatory company to explain fully the terms of this agreement to all its officers, foremen and others engaged in a supervisory capacity and it is recognized to be the duty of the signatory union to explain fully to all its members, its and their responsibilities and obligations under this agreement.

Section 3 – No Strikes or Lockouts

It is agreed that there shall be no interruption of production, strike, or slowdown, sympathetic or otherwise during the term of this agreement. It is agreed that there shall be no lockouts by the company during the term of this agreement. Both parties agree to the application of a “work now, grieve later” procedure.

Section 4 – Human Rights Code

The parties hereto subscribe to the principles of the human rights code.

ARTICLE 2 – BARGAINING AGENCY AND DEFINITIONS

Section 1 – Sole Agent

The company recognizes the union as the sole collective bargaining agent for all employees at 811 Cundy Avenue, Delta BC, as set out in the certificate of bargaining authority

Section 2 - Employee

The term “employee” as used in this agreement shall apply to any person performing work in any job covered in this agreement. In the event that any person is employed under the certificate of bargaining authority and there is no classification or wage rate contained in this agreement for the job, which that person would do, then the employer shall immediately state a classification and wage rate for that job.

Section 3 - Jobs & Classifications

Where a new job is established, or where existing job duties are changed or the volume of work increased, or where an employee is otherwise

unfairly or incorrectly classified, the appropriate classifications, job descriptions, rates of pay, and other related matters shall be negotiated between the employer and the union. Failing agreement, the dispute may be the subject of a grievance and may be referred to arbitration. The arbitrator shall have power to determine appropriate classifications, job descriptions, wage rates, and other related matters in issue effective as of the date the jobs were changed or new jobs established.

Section 4 – Gender

Wherever the male gender is referred to in this agreement, it also refers to the female gender if applicable.

ARTICLE 3 – DURATION OF AGREEMENT

Section 1 – Term

This agreement shall be in full force and effect from and including January 1, 20xx to and including December 31, 20xx and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this agreement, within (4) four months immediately preceding the expiry date by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a new collective agreement.

Section 2 – Continuation

Should either party give written notice to the other party pursuant hereto, this agreement shall thereafter continue in full force and effect until the union shall give notice of strike and such strike has been implemented, or the employer shall give notice of lockout and such lockout has been implemented, or the parties have ceased collective bargaining.

Section 3 – Labour Code Exclusion

It is mutually agreed by the parties specifically to exclude from this agreement the operation of Section 50 (2) and (3) of the Labour Code of British Columbia.

ARTICLE 4 - CONFLICTING AGREEMENT

Section 1 – No Individual Agreements

Neither the employer nor the union will enter into any agreement or contract with employees individually, or collectively which in any way conflicts with the terms of this agreement.

Section 2 – Wage Rates

The employer will not institute wage rates other than those set out in this agreement without first discussing same with union agent.

Section 3 – Disagreement

In the event of disagreement between the employer and the union on any matter covered in this agreement, either party may process the matter in accordance with Article 13 of this agreement.

ARTICLE 5- SAVINGS CLAUSE

Part 1 – Section deemed Invalid

If any article or section of this agreement is held invalid by operation of 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 circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Part 2 – Re Negotiation

In the event that any article or section is held invalid or enforcement of or compliance with has been restrained, as set for above, the parties accepted thereby shall enter into immediate collective bargaining negotiations, upon the request of the union, or the employer for the purpose of arriving at a replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a replacement, the procedure as outlined in Article 13, herein shall apply.

ARTICLE 6- MANAGEMENT RIGHTS

The employer has the exclusive right and power to manage operations, to direct the working forces, to hire and promote as set out in this agreement, to demote, discipline or discharge for just cause, or decrease the working force, to determine products to be handled, produces or manufactured, to schedule and implement methods of production, and to the rules and regulations consistent with the provisions of this agreement.

ARTICLE 7 – ARTICLE HEADINGS

The article headings of this agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this agreement.

ARTICLE 8 – UNION SECURITY

Section 1 – Membership

Part 1 - Condition of Employment

All employees shall, as a condition of employment, become union members within 30 days from the date of employment and shall, as a condition of employment, remain union members in good standing.

Part 2 – Payment of Dues

For the duration of this agreement, and as a condition of employment, all employees shall pay regular monthly dues of a union member. Dues shall be deducted from wages and forwarded to local no. 5

Part 3 – No Penalties

No employee shall be subject to any penalties against his or her application for membership or re-instatement, except as may be provided for in the constitution and by-laws of the Pulp, Paper & Woodworkers of Canada (National Union)

Part 4 – Notice of Suspension

In the event that the local union suspends a member for failing to maintain his or her membership in good standing, as required by the constitution and by-laws of the national union, the union shall notify the company in writing, at least seven (7) days before such a suspension becomes operative.

Part 5 – Deduction of Dues

Subject to the requirements of section 16 of the Labour Relations Code of BC, the company undertakes, during the term of this agreement, if authorized by an employee to deduct on the first pay of each month, from wages due such employee, amounts equivalent to monthly union dues and assessments and remit the same to the financial secretary of the union.

It is agreed that any deductions approved in compliance with the by-laws of Local no 5 Pulp, Paper & Woodworkers of Canada, shall be applied and deducted upon notification and authorization of the amount sent to the company in writing by the secretary of Local no. 5. It is understood that the company is not responsible in any way for verifying that the deductions are in fact in accordance with the by-laws.

ARTICLE 9 – STANDING COMMITTEE

Section 1 – Committee Members

Standing committees shall be maintained in the following manner:

- A) The Company shall appoint a Company standing committee, which shall represent the Company.

- B) The Union shall select from its membership a Union committee of up to three (3) individuals that shall represent the Union for the purposes stated in this Agreement.

Section 2 – Shop Stewards

Part 1 – Selection

The union may select shop stewards. The shop steward's primary union function is to advise the employer and the union of noncompliance or possible non-compliance with this agreement. There shall be no discrimination against a shop steward for lawful union activities

Part 2 – Authority

It is definitely understood that neither the company nor any agent or employee of the company nor the union, nor any delegate of the union has the power or the authority to change the provisions of this agreement, unless by mutual written consent of both parties.

Part 3 – Recognition

The employer shall recognize the shop steward appointed as the representative of the employees and that the steward's appointment or removal is solely vested with the union.

Part 4 – Number

The number of shop stewards will be consistent with the need.

Part 5– Time Off

Shop stewards may, upon receiving permission from the production supervisor, have time off to take up grievances during working hours.

Part 6 – List of Members

The union shall notify the Company in writing of the names of all the Shop Stewards and Union Committee Members. The Company shall not be required to recognize anyone whose name does not appear on such written notification.

ARTICLE 10 – UNION NOTICES

The employer will provide readily accessible space for official union notices of direct interest to employees. The union will be responsible for items in this space.

ARTICLE 11 – UNION ACTIVITIES AND LEAVE OF ABSENCE

Section 1 – Union Activities

Part 1 – Delegates Time off Work

One (1) member of the union standing committee may be allowed time off work without pay to serve as union delegates to conference or other pertinent functions, providing the time off does not significantly interfere

with the business. There shall not be more than one (1) employee in the bargaining unit absent on union business at any one time.

Part 2 – Union Job Full Time

When an employee is appointed or elected to a full-time union job, he shall be granted leave of absence of up to two (2) year, renewable for one (1) year upon written permission from the employer. Any employee who has been granted such a leave of absence will not be entitled to receive Health and Welfare Plan coverage under Article 28 for the duration of such leave, unless the employee has made arrangements to pay the full premium for such coverage, in advance, on a monthly basis.

Section 2 – Leave of Absence

Part 1 – Seniority During

Seniority shall accumulate during authorized leave of absence up to a period of one (1) year after it will be retained.

Part 2 – Not reporting for work

Any employee not reporting for work as scheduled must notify the Company as soon as possible with a satisfactory reason for his failure to report and his anticipated date of return. Compliance with this section does not automatically recognize a leave of absence as set out in part (3) below. Any employee who fails to comply with this section, and who returns to work without notification will not be guaranteed work for two (2) days should the company not require his services.

Part 3 – Permission for LOA

If an employee desires leave of absence for other reasons, he must obtain written permission from the employer. Please note the benefits premium cost in Article 15 Section 6.

Part 4 – Working during LOA

If it is confirmed that an employee on leave of absence has taken work elsewhere without the consent of the employer, his employment with the employer shall be terminated.

Section 3 – Jury Duty

Part 1 – Where an employee is summoned for jury duty or as a Crown witness in a court proceeding on a day on which the employee would otherwise have been scheduled to work, such employee shall, upon producing the summons, be granted a leave of absence as required. On being granted such leave, the employee shall receive the difference between the payment provided by the court and the employee's regular daily rate of pay for the appropriate days.

Part 2 -The Company shall require the employee to furnish reasonable evidence from a court officer of the employee's attendance in court and the payment provided by the court. If an employee is released by the

court prior to the expiration of one-half of such employee's shift, the employee shall report to work for the balance of the shift.

ARTICLE 12 –BEREAVEMENT LEAVE

Part 1 – Time off

In the event of a death in an employee's immediate family, as defined below, the employee may be absent from work for up to three (3) working days with pay when such absence is necessary to make funeral arrangements or to attend the funeral.

Part 2 – Immediate Family

Immediate family shall mean: The employee's mother, father, stepfather, stepmother, sister, brother, spouse, child, mother-in-law, father-in-law, stepchildren, grandparents and spouse's grandparents.

ARTICLE 13- GRIEVANCE AND ARBTRATION PROCEDURE

Section 1 – Grievances

A "grievance" means any difference between the persons bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this agreement. All grievances shall be finally and conclusively settled in the manner set out in this article, without slowdown or stoppage of work.

Part 1 - Employee Grievances:

Step 1 The employee or employees concerned accompanied by the Shop Steward may submit the grievance in writing to the employee's immediate supervisor within seven (7) calendar days of the events giving rise to the grievance. The immediate supervisor shall reply to the grievance in writing within seven (7) days from the date it was received.

Step 2 Failing a satisfactory settlement at step 1 and within seven (7) calendar days of the receipt of the Company's reply in step 1, the grievance may be submitted to the Chief Executive Officer of the Company or his authorized representative. The Chief Executive Officer, or his authorized representative, accompanied, if so desired, by other representatives of the Company, may meet with the grievor(s) and the Union Officer(s) within seven (7) calendar days of the receipt of the grievance with a view to achieving a settlement. The Chief Executive Officer, or his authorized representative, shall reply to the grievance within thirty (30) calendar says after it was received at this step.

Step 3 If a satisfactory settlement is not reached at Step 2, then the Union may advance the grievance to arbitration, provided written notification of such is given to the Company within thirty (30) calendar days following the receipt of the Company's reply at step 2.

Any grievance concerning the discharge or suspension of any employee, or concerning matters of policy directly between the Union and the Company may be commenced directly at step 2 of the grievance procedure, providing it is done within fourteen (14) calendar days of the events giving to the grievance.

Part 2 - Management Grievances:

Step 1 The Company may submit the grievance in writing to the Union within fourteen (14) days of the events giving rise to the grievance. The Chief Executive Officer or his authorized representative, accompanied if desired, by other representatives of the Company, may meet with the Union Officer(s) within fourteen (14) calendar days of the receipt of the grievance with a view to achieving a settlement. The Union shall reply to the grievance within thirty (30) calendar days after it was received.

Step 2 If a satisfactory settlement is not reached at step 1, then the Company may advance the grievance to arbitration, provided written notice of such is given to the Union within thirty (30) calendar days following the receipt of the Union's reply at step 1.

Section 2 – Arbitration Procedure

Part 1 – Single Arbitrator

In any case in which an arbitrator shall be required under this agreement, a single arbitrator shall be selected by mutual agreement of the parties.

Part 2 – Arbitration Board

Notwithstanding Part 1 above, where mutually agreed by both parties, the dispute shall be submitted to a board of arbitration comprising of one (1) representative appointed by the Company and one (1) representative appointed by the Union and the two (2) so appointed shall then select an impartial chairman. Fifteen (15) calendar days shall be allowed for the setting up of this board of arbitration.

Part 3 – Issues Raised

The issue(s) raised in the written grievance and the written replies thereto shall be presented to the arbitrator (or board of arbitration) and his (their) award shall be confined to such issue(s).

Part 3 – Representation

Each party shall be entitled to be represented by counsel or otherwise, and to present evidence, to cross-examine the witness (es) of the other party and to present arguments orally and/or in writing.

Part 4 – Expenses

The expenses of the arbitrator (chairman of the arbitration board) and of the place of the hearing shall be borne in equal shares by the Union and the Company.

Part 5 – Witness Fees

Witness fees and allowances, and in the case of a board of arbitration all costs and fees of the parties representatives, shall be paid by the party calling or appointing such witnesses and/or representatives.

Part 6 – Cost Awards

No costs of the arbitration shall be awarded to or against either party.

Part 7 – Binding Awards

The arbitrator or arbitration board shall deliver its award in writing to each of the parties and, in the case of an arbitration board; an award of the majority of the board, and failing a majority award the award of the chairman of the board shall be the board. Such awards shall be binding on the parties but in no event shall the board have the power to alter, modify or amend this agreement in any respect.

Part 8 – Reinstatement

Should an arbitrator or board of arbitration appointed under this article find that an employee has been discharged or suspended for other than proper cause, or has been laid off contrary to the provisions of this agreement, the arbitrator or board may direct the Company to reinstate the employee and to pay him a sum equal to his wages lost by reason of his discharge, suspension or lay-off, such a lesser sum as in the opinion of the arbitrator or board is fair and reasonable; or make such order as it considers fair and reasonable, having regard to the terms of this agreement.

Part 9 – Time Limits

Time limits mentioned in this Article may only be extended by the written mutual agreement of the parties. Working days excludes Saturdays, Sundays, and Statutory Holidays as defined in this agreement.

ARTICLE 14 - INSPECTION PRIVILEGES

An authorized representative of the union shall have reasonable access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining adherence to the agreement. Access shall be Subject to the union representative obtaining permission from either the production supervisor or the plan manager prior to his present, and if so requested, waiting for either person to enter the plant with him.

ARTICLE 15 – SENIORITY

Section 1 - Principle

Part 1 – Recognition of Seniority

The Company recognizes the principle of seniority in the administration of promotions, demotions, posted transfers and recalls.

Part 2 – Seniority shall Prevail

Subject to Section 2 below, seniority is defined as an employee's length of continuous service in the Bargaining Unit since the employee's last date of hire. In the filling of job vacancies, seniority shall prevail, provided an employee has the necessary qualifications and ability to perform in accordance with the job requirements. The Company will provide training to enable employees to exercise their rights under the Collective agreement. This requirement will apply to those skills, which are available within A-Z Sponge. Prerequisites for jobs will be discussed and agreed mutually by the Union and Company.

Part 3 – Seniority Lists

The Company agrees to post a new seniority list with the employees name and posted position upon request by the Union. Any dispute involving this list should be brought to the attention of Management within seven (7) calendar days.

Section 2 – Loss of Seniority

Part 1 – Terms for Loss of Seniority

An employee will lose all seniority, and will be deemed to be terminated where he:

- A) Voluntarily terminates his employment;
- B) Is discharged by the Company for just cause;
- C) Is laid off and is not recalled within the time specified elsewhere in this agreement for the retention of recall rights;
- D) Fails to return to work on the date specified following an approved leave of absence, extenuating circumstances excepted;
- E) Is sent notice of a recall from lay-off and fails to report for duty or to give satisfactory reasons for not reporting within seven (7) calendar days after the issuance of such notice. Such notices will be sent by double registered mail.

Part 2 – Notice of Lost Seniority

The company shall notify the Union office, in writing, when an employee loses their seniority.

Section 3 - Vacancy

Where an employee fills a vacancy that is anticipated to last more than forty-five (45) days the employee shall be probationary in that position for

twenty (25) days actually worked. If the employee during the twenty-five (25) days, in the judgment of the Company and the Union does not meet the job requirements he may be moved back to his former position. The Company will make every attempt to make the twenty-five (25) days consecutive.

Section 4 – New Employees

Part 1 – Probationary Employees

All new employees shall be considered as probationary employees until they have completed a period of ninety (90) days actually worked within a six (6) month period. The probation period may be extended by mutual consent of the Company and the Union. Days worked need not be consecutive for the purposes of calculating the probationary period. During the probationary period the Company may terminate a probationary employee if, in the bona fide judgment of the Company, the probationary employee has not demonstrated such abilities and qualifications necessary for continued employment.

Part 2 – Rights and Benefits

Subject to the previous paragraph the new employee shall be entitled to all rights and benefits of this agreement during the probationary period with the exception of seniority. Upon completion of the probationary period, employees will be credited with seniority effective their last date of hire.

Section 5 – Retention of Seniority

Any employee promoted to a supervisory or staff position that removes him or her from the bargaining unit may retain seniority within the bargaining unit for a period of three (3) months only, during which time he or she shall maintain union membership.

Any extension of the above shall be by mutual agreement and limited to one (1) month intervals during which all conditions above shall apply.

Section 6 – Layoff and Recall

Part 1 – Notice

No employee shall be laid off unless notice has been given, at latest, prior to the conclusion of the preceding day's shift, except as in Article 19 Section 1, Part 2 (Breakdown and Notice)

Part 2 – Rules for Layoff

- A) The following rules apply to employees who are laid off due to a shortage:
- B) Employees shall be laid off out of their job classification by inverse order of seniority.
- C) An employee designated for lay off shall then be entitled to bump into any job classification in which, in the determination of the Company and the Union, he will be able to perform in a satisfactory manner, and further provided that he has greater

seniority than the employee he is bumping. The employee displaced as a result of such bumping shall also have the right to bump on the same basis. An employee wishing to exercise bumping rights under this section shall so notify the Company within twenty-four (24) hours of the receipt of notice of lay off. In such circumstances the employees shall be paid the rate of pay for the job into which he has bumped.

- D) Notwithstanding the previous paragraph, where it is known that the lay off will be for a period of forty-five (45) days or less, the Company shall have the right to designate where a laid off employee may bump. If the Employee is moved by the Company into a lower paying classification than one he would have otherwise been permitted to bump by the terms of this section, he will be paid the rate for the higher classification into which into which he would have been permitted to bump.
- E) An employee retains his job classification until such employee applies for and is accepted into another job posting.

Part 3 – Recall

When employees are recalled after lay-off it shall be done on the basis of the last person laid off being the first recalled provided they can perform the work available and subject to the seniority provisions.

Part 4 – Retention of Seniority

- A) Any employee, other than a probationary employee who is laid off by the Company shall retain seniority and shall be recalled on the following basis:
- B) An employee with less than one (1) year off continuous service shall retain these rights for one (1) month for every two (2) months of continuous service commencing on the date of layoff.
- C) An employee with three (3) or more years continuous service shall retain these rights for twelve (12) months from the date of lay-off, plus one (1) additional month for each year's service up to an additional six (6) months. All employees employed prior to the start of this contract (20xx –20xx) are grandfathered at one (1) year.

Part 5 – Employees Responsibility

It shall be the employee's responsibility to keep the employer informed of his current address and phone number during the period of lay-off.

Part 6 – Failure to Report

Failure of the employee to report for work within seven (7) calendar days of notice by registered mail at his last address reported to and received by the employer shall result in his loss of the rights referred to in clause Section 6 part 4 above.

Part 7 – Benefits Coverage

An employee with five (5) or more years' seniority may have his coverage under the Health and Welfare plan, excluding Weekly Indemnity, continued for six (6) months while on lay-off.

An employee with five (5) years or less seniority may have his coverage under the Health and Welfare plan, excluding Weekly Indemnity, continued for three (3) months while on lay-off.

Part 8 – Premium Payments

An employee, who elects to maintain and continue coverage while laid off or on an authorized leave of absence for more than two (2) weeks, will be required to pay the full premium in advance on a monthly basis.

ARTICLE 16 - JOB POSTING

Section 1 – New Opening

In the event that an employee leaves a job, or when a job vacancy occurs or a new job is created, the employer will post a notice indicating that a vacancy exists in a particular job, giving details of the job, including rate of pay.

- A) The job will be open to all employees for five (5) working days. If there are no suitable applicants for the job, (b) will apply
- B) The job will be open to the public until a suitable applicant can be found.
- C) Should an employee fail to prove capable of performing the duties of the new job during the stipulated training and / or trial period or should the employee decide not to accept the new job during the same period. The vacancy thus created would be filled from the list of applicants from the original job posting in accordance with the collective agreement.
- D) Employees off work due to holidays, WCB or authorized leave of absence can post to the opening within seventy-two (72) hours of their return or proper written notice.
- E) Time limits are exclusive of weekends, and may be extended by mutual consent.

Section 2 – All Classifications

An employee may apply for all classifications.

Section 3 – Trial Period

In filling job vacancies, the company shall award the position to the senior employee (company seniority) who has the skill and ability required to learn and perform the work involved. Any employee accepting an open position within the company shall be allowed a trial period of Forty-five (45) working days, and if found unsatisfactory in the new position, shall

have the opportunity to revert to his former position without loss of seniority.

Section 4 – New Equipment

The employer will advise the union of plans to install new equipment, where possible within three (3) months of planned installation.

Section 5 – Temporary Vacancies

The company may fill temporary vacancies of forty-five (45) days or less at its discretion without resorting to the job posting procedure. Temporary vacancies anticipated to be greater than forty five (45) days shall be posted.

Section 6 – Posting Details

All postings shall contain at least the following information.

1. Date of Posting
2. Position
3. Number of positions to be required
4. Rate of pay
5. Licenses required (if applicable)

It is understood that the Relief position would only apply to the Relief Rebond Operator. If there is no work available for the individual, they will go to the position previously held.

ARTICLE 17 - TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

Section 1 - Principle

In view of the interest and concern by the parties to this agreement in the impact on manpower and conditions of employment resulting from competitive automation, it is agreed that the parties in this plant utilize all scientific developments to the best advantage of the company and its employees in the interest of reducing costs and keeping the company competitive in its field of operations.

Section 2 – Joint Committee

The company and union standing committee will constitute a Joint Committee in automation. It shall be the function of this committee to study the effect of automation on employment in this plant generated by introduction of new machinery and/or modification of old machinery to ensure that the interests of the company and employees are mutually protected.

The joint committee will discuss as follows any significant changes in the employment status of regular employees if such changes are due in the introduction of automation

- A) In the event termination is necessary, crews will be reduced in accordance with the seniority section of this agreement, including those who have recall rights
- B) An employee with two (2) or more years of continuous service, for whom no job is available because of automation will, upon termination, receive a severance allowance of one (1) weeks pay for each two (2) years of continuous service computed on the basis of forty (40) straight time hours at the employee's regular rate. The maximum severance allowance payable is fifteen (15) weeks pay. Such employees for whom no employment is available will be given at least thirty (30) days notice of separation.

Section 3 – Temporary Lay-offs

The above will not apply towards temporary lay-offs or if an employee quits or is discharged for cause.

ARTICLE 18 – ELECTION TIME OFF

The employer may reasonably alter the regular or normal hours of employment of any employee to circumvent the requirements of section 48 of the Canada Election Act and/or Section 200 of the Provincial Act.

ARTICLE 19 – HOURS OF WORK, SHIFTS AND OVERTIME

Section 1 – Hours of Work

Part 1 – Regular hours

The regular hours of work shall be eight (8) hours per day and forty (40) per week. Monday to Saturday inclusive.

Part 2 – Breakdown and Notice

The regular hours of employment as defined in this section shall not be changed, except in case of breakdown, without notice to the affected employee. Notice is to be given at least twelve (12) hours prior to the commencement of his new starting time.

Part 3 – Minimum hours

When employees are advised to report for work, at a specified time on any regular working day, they shall be paid for four (4) hours, even though there may be no work for them to do, provided they are ready for work.

Part 4 – Late for Work

If an employee reports late for work, he will be paid from the nearest minute interval.

Part 5 – Swipe Cards

All employees are responsible for swiping their own swipe cards prior to starting work, and as soon as their working time is finished. Failure to swipe cards correctly could result in loss of hours.

Section 2 – Lunch and Rest Breaks

Part 1 – Meal Breaks

All employees are entitled to an unpaid thirty (30) minute meal break, which will commence no later than five (5) hours after the beginning of their shift.

Part 2 – Rest Breaks

All employees shall receive an uninterrupted fifteen (15) minute paid break in each half of his shift. If, for any reason, the employee is unable to take his break at the scheduled time, the employer shall try to allow the employee one of the following:

- A) Rest break as soon as possible, or
- B) Time off at the end of his shift, or
- C) Overtime

Break period commences at the time the employee leaves his normal duties, and ends when he resumes those duties.

Section 3 – Shifts

Part 1 – Number of Shifts

The company shall have the right to operate the plant or any part thereof on a one, two, or three shift basis, and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift.

Part 2 – Shift Rotation

The schedule of employees for a two (2) or three (3) shift operation shall be by rotation.

Part 3 – Shift Schedule

Shift schedules will be posted before the Friday prior to the shift change, there will be no split shifts

Part 4 – Shift Schedule Changes

If an employee's shift schedule is changed after the start of his schedule without twelve (12) hours notice, except in the case of breakdown, he shall receive a two (2) hour penalty payment at his straight time regular rate for the first shift resulting from the change.

Part 5 – Switching Shifts

Individual employees switching shifts with each other will be allowed to do so only with employer approval.

Part 6 – Rest between Shifts

Employees should have a minimum of eight (8) hours rest between the end of one shift and the commencement of another. In the event that an employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at overtime rates of time and one-half (1.5) for the entire shift that he is called in to work. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

Part 7 – Shift Differential

A shift differential will be paid as per Appendix “A”.

Section 4 – Overtime

Part 1 – Rates of Pay

Overtime will be paid at the rate of one and one-half (1.5) for all hours worked in excess of eight (8) hours in a day, forty (40) hours in a week. Double the straight time rate shall be paid for hours worked in excess of eleven (11) hours per day, of fifty-five (55) hours per week; or hours worked on Sunday, or hours worked on Statutory Holidays.

Part 2 – Differentials

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

Part 3 – Rest Break

Employees who work in excess of one (1) hour overtime are entitled to one (1) fifteen (15) minute break with pay.

Part 4 – Meal Break

Where overtime in excess of two (2) hours is required, beyond his regular shift, each employee shall receive a meal break of thirty (30) minutes, without pay, and a meal allowance of ten dollars (\$10.00) and twenty dollars (\$20.00) for drivers away from the plant.

Part 5 – Pay Segments

All overtime shall be paid to the nearest fifteen (15) minute segment; employees must have any overtime on their timecards signed by their appropriate supervisor.

Part 6 – Required Overtime

Although all overtime shall be initially distributed on a voluntary basis, there may be instances of unusual circumstances or emergency situations where the company would deem overtime as necessary to the economic operation of the plant, in these instances, the employees will be expected to work the necessary overtime.

Part 7 – Distribution of Overtime

- A) Overtime will be allocated according to seniority, to employees within the job classification where the work is normally done. Once the senior employee has accepted the overtime shift (minimum of 4 continuous hours) they will to the bottom of the overtime rotation list. If the employee declines the overtime shift they will be moved to the bottom of the overtime rotation list as if they had worked the overtime shift. If the employee can not be contacted, they remain at the same rotation position. If an employee alleges they have been bypassed in the scheduled overtime and such allegation is substantiated, they will be paid an amount equal to the amount they would have earned had they worked the overtime on the missed opportunity.

- B) If overtime requirements cannot be filled per (A) above, then qualified employees outside the job classification will be canvassed in plant seniority order.

- C) If the Company fails to follow the above prescribed procedure the employee, who would have had the opportunity to work the overtime, should he have been canvassed, will be paid the overtime premium portion only, not including the regular pay or other premiums, for those hours for which he would have been eligible to work. This amount shall be paid to the employee and may not be banked as deferred overtime. That employee shall then be rotated to the bottom of the overtime list.

Part 8 – Call in Minimum

Any employees called in to work in any emergency after his working day has been completed Monday to Saturday, shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1.5).

Section 5 – Clean-up

Employees engaged in “dirty work” will be allowed a reasonable period of time to wash up before breaks and stopping time.

Section 6 – Pay Days

Part 1 – Pay Schedule

All employees covered by this agreement shall be paid every other Thursday, all wages earned by such employees to a date not more than seven (7) days prior to the day of payment. (In the event of absence of the pay clerk, pay will be approximated and adjusted upon the return of the pay clerk).

Part 2 – Statement of Pay

The employer shall provide each employee with an itemized statement of all wage payments. The statement shall set forth total hours worked, total overtime worked, the wage rate, and all deductions made from the gross amount.

Part 3 – RRSP Deductions

The company agrees to provide for payroll deduction for employees wishing to enter the RRSP Plan.

Section 7 – Separation

If an employee is discharged or laid off for a period anticipated to be greater than forty-five (45) days he shall be paid in full for all monies owed him within four (4) days following discharge, should separation be at the employee's instigation, full payment shall be made within six (6) days. Separated employees shall be given E.I. Record of Employment certificate to the last day of employment.

Section 8 – Rotation of Work

The company will vary the work assignment within each job description as much as possible.

ARTICLE 20 – ESSENTIAL WORK

There may be instances of unusual circumstances or emergency situations where the company would deem it necessary to the economic operation of the plant to have supervisory staff perform work in the plant, and/or have employees doing work, which may not be in their specific classification. During these situations, full co-operation from all employees is expected.

ARTICLE 21 – VEHICLE ALLOWANCE

No employee shall be required as a condition of service to use his vehicle on employer business, however, if asked, and agreeable, the employee will be paid at the established BCAA rate per Km for use of vehicle.

ARTICLE 22 – MEDICAL EXAMINATIONS

Part 1 – Frequent Absenteeism

Employees who are frequently absent for one day periods will be required to submit a doctor's certificate indicating inability to report to work, or face possible disciplinary action.

Part 2 – Doctors Certificate

An employee who has been absent from work in excess of two (2) days, because of illness or injury, must, at the employer's request, submit a doctor's certificate indicating inability to report to work.

ARTICLE 23 – ANNUAL VACATIONS

Part 1 – Vacation Schedule

The employer shall post a vacation list annually no later than November 1st on which employees shall indicate their vacation preference. Where preferences conflict, employee seniority shall apply. Vacation requests and tentative scheduling shall be complete by February 15th. Employees are entitled to take vacations between January 1st and December 31st.

Part 2 – Vacation Requirement

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

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

Part 3 – Vacation Calculation

An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlements and payment. Leave of absence longer than one year shall not increase vacation entitlement.

- A)** Employees who have completed one (1) year and up to three (3) years inclusive as an employee shall receive two (2) consecutive weeks vacation with four (4) percent of their annual gross earnings for the year which they are receiving their vacation.
- B)** Employees who have completed three (3) years as an employee shall, in their fourth (4th) year, receive three (3) consecutive weeks vacation with six (6) percent of their annual gross earnings for the year for which they are receiving their vacation.
- C)** Employees who have completed seven (7) years as an employee shall, in their eighth (8th) year, receive four (4) consecutive weeks vacation with eight (8) percent of their annual gross earnings for the year for which they are receiving their vacation.
- D)** Employees who have completed seventeen (17) years as an employee shall, in their eighteenth (18th) year, receive five (5) consecutive weeks vacation with ten (10) percent of their annual gross earnings for the year for which they are receiving their vacation.

Part 4 – Vacations Owed

In the event that an employee leaves the employ of the employer before he is entitled two (2) weeks vacation, he shall receive four (4) percent of the gross earnings he received while in the employ of the employer.

In the event of an employee leaving the employ of the employer after he had his vacation that he earned for the previous year, he shall receive four

percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) as the case may be, of his pay for the year in which he ends his employment, for which no vacation has been paid.

Part 5 – Vacation Statement

Prior to an employee going on his vacation, the employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all overtime payment or commissions and also a cheque for the appropriate vacation pay to which the employee is entitled.

ARTICLE 24 – STATUTORY HOLIDAYS

Part 1 – General Holidays

Employees are entitled to the following paid general holidays, at the rate of eight (8) hours regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
BC Day	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Floating Holiday – One per year (After 3 years of service)	

Part 2 – Qualifications

To qualify for the above holidays, an employee must have worked his last scheduled shift before the holiday and his first schedule shift after the holiday and 15 days of the last 30 calendar days immediately preceding the holiday.

Part 3 – New General Holidays

If other federal or provincial holidays are instituted during the life of this agreement, they shall be considered as holiday in addition to those above, and treated the same.

Part 4 – Work on General Holidays

Work taking place on holidays, unless agreed between employer and union, shall be at overtime rates.

Part 5 – General Holidays on Weekends

Where any of the above listed holidays fall on a Saturday or Sunday, it shall be observed on the following Monday.

Part 6 – General Holidays on Vacation

Employees shall be paid for general holidays even if they fall on weekly days off (Saturday or Sunday) or on annual vacation. The employee shall

be given a day off, or an extra day's pay, as preferred, provided he qualifies as in (a) above.

Part 7 – Qualification Exceptions

The following exceptions to working the scheduled shift before or after the holiday shall not preclude an employee from receiving holiday pay:

- A) Verified illness, quarantine, or accident,
- B) Death in the immediate family.
- C) Jury or court duty, except as a defendant.
- D) Annual vacation.
- E) Leave of absence, with management approval, of less than 5 days before or after the holiday.

Part 8 – Alternate Scheduling

Alternate scheduling of general holidays can take place by mutual consent of both parties. The scheduling of the floating holidays shall be by mutual consent.

ARTICLE 25 – TOOLS

The employer shall supply all tools, free of charge; the maintenance personnel shall be responsible for the safe keeping and dispersal of such tools.

ARTICLE 26 – SAFETY & HEALTH

Section 1 – Safety

Part 1 – Principle

Employees and the company are to comply with the established safety rules as amended by the Joint 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.

Part 2 – Joint Safety Committee

The union and the company shall co-operate in each selecting 2 or more members to the Safety Committee, which will meet at least once a month to consider all safety problems. A member of the union safety committee shall be present on all Workers' Compensation Board tours, accidents, and near-miss investigations, and all near-miss accidents shall be investigated.

Part 3 – Safety Education

The union undertakes to promote safety education among its members in an effort to overcome accidents.

Section 2 – Illness

Part 1 – Reporting

An employee who suffers injury or job-induced illness must report either to the employer as soon as practical.

Part 2 – Allowing Leave

Should an employee become ill on the job, this shall be reported to his supervisor, who will allow the employee to leave the job.

Section 3 – Safety Equipment

Part 1 – Supply

Wherever they are required to be used on the job, the employer shall supply, free of charge, rubber clothes, rubber boots, appropriate gloves, uniforms and/or coveralls, same to be supplied and laundered free of charge to the employees. Employees shall exercise reasonable care with all items supplied.

Part 2 – Care and costs

The employer shall supply any safety equipment as required by the Worker's Compensation Board, without charge. Each employee must sign a receipt for such equipment, and be responsible for its care. In the case of safety boots the company will pay full cost of purchase or replacement from a mutually agreed supplier. The company will select a reasonable range of styles by mutual agreement with the Union Committee. It will be the company's option to repair or replace boots if more than one pair per year is required. The maximum company portion for safety boots shall be one hundred and fifty (150) dollars per year.

ARTICLE 27 – PARENTAL LEAVE

Section 1 – Maternity Leave

Leave of absence related to maternity and parental shall be as per the current Employment Standards Act.

The company, upon written notification from the employee, shall permit the employee to be absent from work at any time or times chosen by the employee during the eleven (11) week period immediately preceding the expected delivery date of the child.

The company will not deny a pregnant employee the right to continued employment during the pregnancy on written advice of the physician.

Section 2 – Parental Leave

Upon request, an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks in the twelve (12) month period following the birth of a child. The employee shall notify the company one (1) month prior to the expected date of delivery of his intent to have such

leave, except in extenuating circumstances where less notice will be accepted.

Section 3 – Maintenance of Benefits and Seniority

If an employee maintains coverage for Medical, Extended Health Benefits, Dental and Life Insurance while on parental leave, the company agrees to continue to pay its share of the premiums. The employee's share of these deductions shall be estimated for the anticipated period of absence and shall be prepaid on a monthly basis by the employee.

While on parental leave an employee shall retain and continue to accumulate seniority. When an employee returns to work after parental leave, they shall provide the company with at least two (2) weeks notice. On return, the employee shall be placed in their former position. If the former position no longer exists Article 15 will apply.

ARTICLE 28 - HEALTH AND WELFARE PLAN

Section 1 – Benefits

The employer will pay seventy-five percent of the net premium cost and the employees shall pay twenty-five (25) percent of the net premium cost of the following benefits.

The Employer agrees to the following Life Insurance with A.D.&D., Weekly Indemnity, Medical and Dental plans to all regular employees:

For employees who have past their probation period, the MSP premiums shall be part of the benefits package.

Extended Health Benefits

For employees with one (1) or more years seniority, Extended Health benefits. A 5% co-insurance clause will apply towards prescriptions and will be distributed evenly over the entire union members.

Life Insurance

For employees with more than one (1) year and up to four (4) years seniority, The Life Insurance coverage shall be \$40,000.00 with \$40,000.00 A.D&D.

For employees with four (4) or more years seniority, The Life Insurance coverage shall be \$60,000.00 with \$60,000.00 A.D&D.

Weekly Indemnity Plan

For employees with one (1) or more years seniority; sixty-six and two-thirds ($66 \frac{2}{3}$) of the employee's regular weekly wage on a 0-7-26 basis to all employees with proper certification of illness. Appeal of denied claims shall be handled by the insurance carrier procedures.

Dental Plan

For employees with one (1) or more years seniority; a prepaid dental plan which provides 100% payment of all basic dental treatment and 50% payment of prosthetics including crowns, bridges and dentures (the descriptions of the benefits and coverage available to all employees). Check ups and cleans are limited to once per twelve month period.

Contributions for eligible employees for dental coverage under the dental plan shall be made on the first (1st) of the month following eligibility.

Vision care

For employees with more than one (1) year and up to four (4) years seniority; The plan shall pay one hundred and fifty (150) (on receiving a receipt) towards the purchase of one set of single vision, bifocal or trifocal lenses (including contact lenses or prescription sunglasses) and frames, every twenty-four months (24) months for each employee and their eligible dependents.

For employees with four (4) or more years seniority; The plan shall pay three hundred (300) (on receiving a receipt) towards the purchase of one set of single vision, bifocal or trifocal lenses (including contact lenses or prescription sunglasses) and frames, every twenty-four months (24) months for each employee and their eligible dependents.

All eligible dependent children 18 years old and younger every twelve months The plan shall pay one hundred and fifty (150) (on receiving a receipt) towards the purchase of one set of single vision, bifocal or trifocal lenses (including contact lenses or prescription sunglasses). For employees with four (4) or more years seniority, the plan shall pay three hundred (300).

Section 2 – Exceptions

Part 1 – Proof of Coverage

Employees may be exempt who furnish written proof satisfactory to both the union and the employer of medical coverage elsewhere by their spouse

- A)** Acceptance of such proof by the union and employer will exempt the employee and further that the employee so exempted, will have waived all claims arising out of the medical provisions herein.
- B)** Should the coverage provided elsewhere lapse, then such married employees shall themselves be responsible to apply for coverage hereunder.
- C)** Having applied for exemption and having been exempted, the onus of applying for coverage at a later date is entirely upon the employee.

- D) The same procedure shall apply as herein set out for medical coverage, in respect to coverage under the extended health care plan and/or the dental plan.

Section 3 – Coverage

Part 1 – Payments while off work

When any employee goes off work for illness, compensable or non-compensable accident, the employer shall continue to pay such employee's welfare plan payments for a maximum of twenty-six (26) weeks, after which the employee shall make the payments himself.

Part 2 – Application forms

The employer shall see that each employee, immediately after completing his probationary period, shall fill in all the required welfare plan cards and the employer shall mail same to respective companies as soon as possible.

Section 4 – Compensation

Part 1 – Evaluation

Should an employee return to work after recovery from a compensable injury, he may be evaluated for one (1) week at his previous classification? If he is incapable, and no other job can be found for him he is entitled to two (2) weeks' notice of separation, subject to WCB, regulations.

Part 2 – Temporary Replacements

Temporary replacements for injury-absent employees shall not accumulate seniority and shall be subject upon return of the injured employee.

The employer will make reasonable effort to provide one week's notice of separation for temporary replacements.

ARTICLE 29 – CONTRACTING OUT

There shall be no contracting out of work normally done by A-Z Sponge bargaining unit employees, ie, work on production will not be shipped out to remove work from bargaining unit.

ARTICLE 30 - PLANT CLOSURE AND SEVERANCE PAY

In the event of plant closure the company agrees to abide by section 53 of the BC Labour Code and section 63, subject to section 65, of the Employment Standards Act. The Act and Code referred to are those in force as January 1,1999.

ARTICLE 31 - NON-COMPETITION – NON-DISCLOSURE

Part 1 – Non-Competition

Whilst employed at A-Z employees are prohibited from any direct or indirect involvement with any competitors of the company. For the purpose of clarification, direct/indirect involvement can be taken as actions that harm the welfare of the company and the job security of its employees

Part 2 – Non-Disclosure

Again, whilst employed at A-Z, any information propriety to A-Z whether financial, organizational related to marketing knowledge, product design and or product manufacturing technology or any other information deemed as being confidential and not found in the public domain is not to be released, disseminated to, discussed with or, documented to any individual in competition with A-Z.

Part 3 – Remedies

Breach of the above may constitute grounds for immediate dismissal, subject to the grievance procedure

ARTICLE 32 - SIGNATURES

In witness whereof the party of the first part has hereunto affixed its signature(s) in the presence of its officers duly authorized therefore, and the party of the second part has hereunto affixed its signature(s) – and seal by officers duly authorized therefore.

Dated at Delta, British Columbia, this ____ Day of _____ 20xx.

On Behalf of A-Z Sponge & Foam

On Behalf of Pulp, Paper and
Woodworkers of Canada, Local 5

JOB CLASSIFICATIONS

All Classifications

In addition to their regular duties, all employees are responsible for the following:

- Double-checking all products for quality and quantities.
- Reporting any irregularities to their Supervisor.
- Work in close coordination with their Supervisor help ensure all shipments are produced properly, efficiently and leave on time.
- Keeping their work area neat and orderly.
- Assisting in the manufacture of foam.
- If required and after training, operate forklift.
- Minor adjustments of any equipment they are using.
- Assisting wherever required by their Supervisor.

Utility or Utility 5 Year Experience

- Operate baler for either scrap foam or garbage as required.
- Operate chipper/shredder and filler machine.
- Operate forklift.
- Cutting polyester to pattern, and gluing to foam.
- Loading and unloading of trucks, stacking and storing of goods, movement of goods and materials throughout the plant. Cleaning, sweeping as required.
- Assisting Bundler/Wrapper or Foamer in his duties.
- Perform all aspects of bed manufacturing.
- General help as required by their Supervisor.

Relief Rebond Operator / Rebond operator

- Operate all aspects of molding, compressing and steaming as the recipe requires.
- Operate a forklift.
- Setup all aspects of the Rebond operation, including mixing of binder or pigment in preparation for the Rebond runs.
- Storing all goods in their proper storage area.
- Filling out paper work and markings on the product as required by the production manager.
- Assist with maintenance as required.
- Start up and shut down the steam boiler.

Bundler/Wrapper

- Operate any equipment required in the bundling, gluing and Polyester wrapping departments.
- General packaging, covering and wrapping of all products produced or handled in the foam cutting room. Responsible for Quality Control on all products prior to wrapping.
- Polyester gluing and wrapping on all required products in the gluing area.
- Gluing and assembly of foam fabricated items.
- Includes proper marking on all paperwork and products as required by the Production Manager.
- Do shipping when instructed by the Production Manager or Head Cutter, in absence of the regular Shipper/Receiver.

Shipper/Receiver

(Not required if Head Shipper/Receiver on duty)

- Shipping and receiving of all products produced or handled.
- Verifying proper quantities received and / or shipped and reporting any irregularities.
- Storing of all received goods in their proper shelving or storage area.
- Co-ordinate with the Production Supervisor, Head Cutters, Bundler/Wrappers etc., orders which are ready for shipment.
- Loading and unloading of trucks and scheduling of delivery routes.
- Includes proper marking on all paperwork and products as required by the Production Supervisor, plus proper filling of bills of lading etc.
- Maintain contact with drivers ensuring delivery routes and timetables are maintained.
- On occasion, may be required to perform the duties of Driver.

Head Shipper/Receiver

In addition to the duties of Shipper/Receiver

- Call shipping firms to negotiate rates and establish quotations for shipments. Arrange pick-up / delivery dates with outside shipping firms.
- Call and accept calls from customers answering questions and advising of shipping details and times.
- Ensure all products received have been properly stored.

Driver

- Operate all delivery vehicles in a safe manner, ensuring quick deliveries.
- Treat all customers in a courteous, helpful and professional manner.

- Deliver and/or pick-up all products produced or handled according to the schedules set up by the Production Supervisor and/or Shipper/Receiver.
- Assist in the loading of delivery vehicles while in the plant.
- Maintain delivery vehicles with fuel, water and oil as required. Advise Maintenance personnel of any operating problems.

Foamer

- Receive and store all materials required for foam production, including unloading of chemicals.
- Set up all aspects of the foam machine, including chemicals in preparation of foam runs.
- Assist Foam Technician during foam runs.

Foamer (cont.)

- May on occasion be required to operate the foam machine and produce foam in the absence of the Head Foamer.
- Clean up foam machine completely after all foam runs and move all foam blocks to storage area.
- Keep foam pouring, foam storage and access routes organized and clean.
- Perform minor maintenance as required on the foam machine and related equipment.
- Complete inventory of all foam runs as required by the Production Supervisor.
- Operate forklift.

Maintenance

- Perform all aspects of maintenance and repair to all equipment in the plant plus minor maintenance or repair to all company vehicles.
- Order and pickup all parts and supplies for above.
- Install any new equipment to manufactures specifications, maintain and distribute company tools.

Sewer /Tape Edger

- Operate sewing or tape edging equipment as well as the fabric cutting equipment in order to meet production requirements.
- Handle all products manufactured and produced in the sewing area.
- Adjust the settings of the machines and minor repairs.
- Advise the Head Sewer of any irregularities or if short of work.

Head Sewer

In addition to the duties of a Sewer/Tape Edger

- Co-ordinate work orders, flow of work and Sewers to obtain production standards and complete work as required.

- Obtain Sewing materials and Fabric required to complete current work orders, ensuring best yield, and keep all Sewers “stocked” with materials and work.
- Maintain a weekly inventory report of all materials associated with sewing.
- Direct Sewers Utility and other employees associated with current work orders to ensure they are completed and ready-to-ship as required.
- Train new and existing Sewers and ensure all employees adhere to company rules and methods of production.
- Advise the Production Manager of all irregularities or production problems.
-

Cutter

- Operate all machinery required in the production of cut-to-size foam in a manner, which permits best yield and shortest cutting time.
- Handle all products manufactured or produced in the cutting room.
- Adjust the settings of machines and sharpen or change blades when necessary.
- Pull and replace any required patterns.
- Advise Head Cutter of any irregularities or if short of work.

Head Cutter

In addition to the duties of a Cutter;

- Co-ordinate work orders, flow of work and Cutters to obtain production standards and complete work as required.
- Obtain foam materials required to complete current work orders, ensuring best yield, and keep all cutters “stocked” with materials and work.
- Direct Bundler/Wrappers, Utility and other employees associated with current work orders to ensure they are completed and ready-to-ship as required.
- Train new and existing Cutters and ensure all employees adhere to company rules and methods of production.
- Advise the Production Manager of all irregularities or production problems.
- Fill out the Head Cutters Report and ensure the lock-up of the plant.

APPENDIX 'A' WAGES

NO DROP IN PAY ON PROMOTION

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Utility</u>	\$12.72	\$12.88	\$13.01

<u>Utility 5-Year Experience</u>	\$14.73	\$14.91	\$15.06
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<u>Sewer/Tape Edger</u>			
1 Year	\$12.72	\$12.88	\$13.01
2 Year	\$13.71	\$13.88	\$14.02
3 Years and Over	\$14.73	\$14.91	\$15.06

<u>Relief Rebond Operator</u>			
0 – 3 Month	\$14.57	\$14.75	\$14.89
4 – 6 Month	\$15.57	\$15.76	\$15.92
Over 6 Month	\$16.59	\$16.79	\$16.96

**** Any employee, with 5 or more years of seniority, will start at the 4-6 month rate.**

<u>Bundler/Wrapper</u>			
0 – 1 Month	\$14.73	\$14.91	\$15.06
2 – 3 Month	\$15.05	\$15.24	\$15.39
4 – 6 Month	\$15.95	\$16.14	\$16.31
7 – 12 Month	\$17.11	\$17.33	\$17.50
Over 12 Months	\$18.03	\$18.25	\$18.43

<u>Cutter – Shipper Receiver – Maintenance – Driver – Foamer</u>			
0 – 6 Month	\$14.73	\$14.91	\$15.06
7 – 12 Month	\$15.95	\$16.14	\$16.31
13 – 18 Month	\$17.42	\$17.64	\$17.81
Over 18 Months	\$19.10	\$19.34	\$19.53

<u>Head Cutter, Head Shipper, Head Sewer Premium</u> -(above your training level)			
	\$1.80	\$1.80	\$1.80

<u>Shift Differential</u>			
Afternoon Shift	\$.35	\$.35	\$.35
Night Shift	\$.40	\$.40	\$.40

<u>Industrial First Aid</u>	\$.75	\$.75	\$.75
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LETTER OF UNDERSTANDING - RE: DRIVERS' OVERTIME RATES

Vancouver Island Route

In special consideration of the time and costs required to service the Vancouver Island and the benefits it provides in additional jobs we agree to the following conditions:

- 1) The maximum overtime rate is one and one half (1 ½) for all hours in excess of eight (8) hours. These hours shall not be used to calculate the fifty-five (55) hour per week rate as per Section (4) A.
- 2) All coffee breaks, lunches or dinners shall be taken during ferry travel time.
- 3) Employee shall receive a maximum fifteen (15) dollar meal allowance per trip, whether or not there is overtime.
- 4) Should there be any disagreement as to the implementation of any provision of this letter, the parties will meet to attempt to resolve the disagreement. Failure to do so will result in the suspension of this letter and the provisions of the Collective Agreement will apply.

Effective January 1, 20xx

Signatures for the Letter of Understanding:

A-Z Sponge & Foam

Pulp, Paper & Woodworkers Union
Local 5

**LETTER OF UNDERSTANDING:
RE: RELIEF REBOND OPERATOR**

It is understood that the rebond operator position is a line of progression from relief rebond operator to rebond operator. When the relief operator becomes the rebond operator he/she will be credited with all hrs worked as a relief and as such there will be no change in the rate of pay. When a rebond operator vacancy occurs the most senior (Line of Progression) person will be moved up to fill the vacant position. Job vacancies in this department will only be posted for relief rebond operator.

:

Effective January 1, 20xx
Signatures for the Letter of Understanding:

A-Z Sponge & Foam

Pulp, Paper & Woodworkers Union
Local 5