

PACIFIC BUILDERS' SUPPLIES COLLECTIVE AGREEMENT

November 1st, 2021 to October 31, 2024

This Agreement, entered into this 1st day of November, 2021 (the "Agreement")

BY AND BETWEEN:

ALL-FAB BUILDING COMPONENTS LP
(dba PACIFIC TRUSS)
PO Box 70 3730 TransCanada Highway
Cobble Hill, BC V0R 1L0
(Hereinafter referred to as the "Company")


AND:

**CONSTRUCTION, MAINTENANCE AND ALLIED
WORKERS BARGAINING COUNCIL
LOCAL 2020**
#1 830-14th Avenue
Campbell River, BC V9W 4H4
(Hereinafter referred to as the "Union")

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ARTICLE 1: OBJECTS AND DEFINITIONS

1:01 The object of this agreement is to promote Building Component Manufacturing; elevate the trade Promote peace and harmony between the Company and the employees; facilitate the peaceful settlement of all disputes and grievances, prevent strikes and lockouts; and to avoid waste of time and unnecessary delays and expense in the settlement of disputes.

a) The Union acknowledges and agrees that there shall be no strikes, work stoppages, work slowdowns or other disruptive activities engaged in by the Union or by the Employees. In the event any such disruptive activity occurs; the Union will undertake to act immediately and instruct its Employee members to cease the disruptive activity. For purposes of this Agreement, November 1st 2021 to October 31st 2024

b) The Company acknowledges and agrees that there shall be no lockout of employees. For the purpose of this Agreement, November 1st 2021 to October 31st 2024

1:02 Company: Pacific Builders' Supplies (dba Pacific Truss)

Employees: Individuals employed by the Company, who are members of the bargaining unit

Union: the Construction, Maintenance and Allied Workers Bargaining Council Local 2020 of the Union

1:03 It is understood that in this Agreement, where the masculine pronoun is used, it is taken to include all genders.

ARTICLE 2: COLLECTIVE BARGAINING UNIT

2:01 The Company recognizes the Union as the sole bargaining agency of next mentioned employees of the Company in its operations; where a majority of the Employees have selected the Union as their bargaining agency, subject to the provisions of the Provincial and Federal Laws and Regulations.

2:02 The Company agrees that personnel not included in the bargaining unit shall not regularly perform any of the duties, operate any of the equipment or use any of the tools normally associated with any of the classifications covered by this Agreement.

ARTICLE 3: NEW CONSTRUCTION

3:01 Any Employee who is called on to work on any construction project on or off the factory premises shall be bound by the wages, hours of work and job conditions of the applicable Building and Construction Trades Agreement for the Province of British Columbia while employed on such construction work.

ARTICLE 4: WORKING FORCES

4:01 The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Company; provided, however, that this will not be used for purposes of discrimination against the employees. The Company shall have the right to select its Employees and to discipline or discharge them for just and reasonable cause.

4:02 All of the terms and conditions of this Agreement will apply equally to all Employees without discrimination as to sex, colour, or age.

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- 4:03 The Company signatory to the agreement will not subcontract any work regularly manufactured in the shop to a non-union unless otherwise agreed to by the Union.

ARTICLE 5: UNION SHOP

- 5:01 Every Employee covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union.
- 5:02 All Employees will register with the Union's shop steward before commencing work and then join the Union within 80 hours of employment and remain a member in good standing as a condition of continuing employment. Employees who have previously worked for the Company shall join the Union immediately and be paid at their previous rate level upon rehire.
- 5:03 Shop stewards shall have 2080 hours of employment with the Company and will be recognized in all shops and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Shop Stewards and in the event of a layoff or reduction of the work forces, such Shop Stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the Company and the Union hereto, provided the shop steward has the necessary skills to perform the required work. In the event that the entire workforce is reduced to the point where the shop steward is laid off, it is agreed that the shop steward shall be the first person rehired, provided he has the necessary skills or ability to perform the work required.
- 5:04 It is understood that the shop steward after consultation with the Company shall, with permission, be allowed time off without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate urgent grievances in his jurisdiction.
- 5:05 The Union Representative shall have access to the plant in the carrying out of their regular duties after obtaining permission from the Company or his representative. However, in no way will they interfere with the Employees during working hours unless permission is granted. The union representative may also consult with the shop steward at any time during working hours after obtaining permission from the Company; such permission is not to be unreasonably withheld, but it is understood that such consultation will be brief.
- 5:06 Any Employee who fails to maintain his membership in the Union as prescribed herein from the Company by reason of refusal to pay dues and assessments shall be subject to discharge from employment after seven (7) days' written notice by the Union to the Company of said employee's refusal to maintain his membership.
- 5:07 The Union reserves the right to render assistance to labour organizations, including the removal of its members from jobs when necessary. Refusal on the part of Union members to work with non-union worker shall not be deemed a breach of the Agreement. In all such cases the Company will be given reasonable prior notice.
- 5:08 The Company may contract out delivery of its products Members in the truck driver positions with seniority at March 1, 2000 who choose to become contract haulers will remain members of the Union and dues will be deducted pursuant to Article 6 of this Agreement. If the Employer requires additional truckers and they are not members of the Union, the Employer will remit union dues pursuant to Article 6 for said truckers for the month(s) in which they worked. The terms of this Collective Agreement do not apply to contract haulers.

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- 5:09 Actual time spent in negotiations for an Employee participating in negotiations, during the Employee's regular scheduled shift, will be paid for at the Employee's regular rate including benefits.

ARTICLE 6: DUES CHECK-OFF

- 6:01 The Company agrees to deduct from each Employee governed of this Agreement, Union initiation fees, assessments legally levied, and dues, in the amount communicated to the Company by the Union from time to time.
- 6:02 Deductions will be made from the first earned pay period each month and remitted to the Financial Secretary of the Union by the fifteenth day of the month following. The remittance shall include a list of the Employees showing their respective deductions, new Employees, terminations, and those receiving disability benefits arising from temporary absence from the workplace.
- 6:03 New Employees shall be liable for the required deductions from their first hour worked. If deduction is not made from an Employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded to the Union with the next remittance.
- 6:04 The Company agrees that if signed authorizations are deemed required to make such deductions, the Company will obtain them. The Union will supply such forms upon request.
- 6:05 The employer agrees to include the union dues deductions on the T4 slips issued to the employees every tax year.

ARTICLE 7: REGULAR HOURS OF WORK

- 7:01 The normal hours of work shall be forty (40) hours per week, consisting of five (5), eight (8) hour days from 7:00 am to 3:30 pm. The normal workdays shall be Monday to Friday, with an unpaid one-half (1/2) hour for lunch. Two (2) hours flexibility for earlier or later starting times as may be required to meet specific job requirements is applicable to all shifts by mutual agreement between the Union or Members and Management.
- 7:02 Afternoon shift will work eight hours and receive eight hours pay at the regular rate of pay. The normal workdays shall be Monday to Friday, with an unpaid one-half (1/2) hours for lunch. The regular starting and quitting time may be varied by mutual agreement between the Union and Management.
- 7:03 There shall be two (2) fifteen (15) minute rest periods each day, one in the forenoon and one in the afternoon. If there are other shifts, employees will be provided with two (2) fifteen (15) minute rest periods. The rest periods are to be paid for by the Company.
- 7:04 In the event of three shifts worked, the shifts will work the following shifts:
- | | |
|---------------|--|
| Day Shift: | 8 hours - 7:00 am - 3:30 pm - 8 hours pay |
| Second Shift: | 8 hours - 3:30 pm - 12:00 am - 8 hours pay |
| Third Shift: | 7 hours - 11:30 pm - 7:00 am - 8 hours pay |
- 7:05 No Employee will be allowed to work more than one regular shift in any one day.

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7:06 The working force on the day shift shall alternate with the working force on the second and third shifts, doing similar work, on a monthly or bi-monthly basis, or by mutual agreement between the Union and the Employer.

7:07 The Company may implement a 10-hour shift for the second shift on the following basis:

Hours of work are Monday to Thursday, 3:30 pm to 2:00 am with a half hour lunch break. There will be two paid 15 minute rest periods, the first is midway between the commencement of the shift and the unpaid lunch break and a second rest period is midway between the lunch break and the end of the shift.

7:08 Recognize that pay increases are for added experience and days worked. Define year as 52 weeks x 5 days a week x 8 hours = 2080 per year. For payroll purposes the Company will track and record figures in hours.

ARTICLE 8: OVERTIME HOURS

8:01 All overtime worked before and after the regular shift will be paid for at the rate of time and one-half for the first two hours and double time thereafter. There shall be no more than eight hours worked in any workweek from Monday to Thursday at time and one-half.

8:02 Any employee required to work on a statutory holiday or day observed as such shall be paid at double time (2X) rates of pay plus statutory holiday pay.

8:03 In the event overtime is necessary, a fifteen (15) minute paid rest period shall be permitted before carrying on with overtime work.

8:04 All overtime work will be voluntary, and no Employee will be discriminated against for refusal to work overtime. If an employee volunteers for overtime, it is considered a scheduled shift and attendance will be mandatory unless uncontrolled circumstances arise.

ARTICLE 9: CALL-TIME HOURS

9:01 Any Employee reporting for a scheduled shift and not being required shall receive not less than four (4) hours' pay. Any Employee who works beyond the mid-shift lunch break shall be paid for his regular shift unless the Employee leaves on his own accord. Any Employee requested by the Company to report for work after the shift has commenced and who completes the regular shift shall be paid for his full regular day.

9:02 Any Employee who has completed one shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

ARTICLE 10: PAYMENT OF WAGES

10:01 The Company shall, on each alternate Friday, wherever possible pay to their Employees, all wages and salaries due to them up to a day not more than five (5) days prior to the day of payment. Each pay advice will include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay, and individual deductions. Payment is to be made by way of direct deposit to the Employee's bank account. Further, if a statutory holiday should fall on a payday, the payday will be on the business day preceding the payday.

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- 10:02 Employees shall be given all wages and statements as necessary at the time of layoff, and if discharged within 48 hours. In the event that the Employee quits, the Employee shall receive his wages and statements as necessary within six calendar days.

ARTICLE 11: APPRENTICES

Not applicable

ARTICLE 12: LEAVE OF ABSENCE

- 12:01 Union Business: Upon written request by the Union, elected officers and delegates will be granted leave of absence without pay for the purpose of such Union Business, up to a maximum of one from each department.
- 12:02 Members elected to full time Union positions: Upon written request by the Union, the Company agrees that an Employee will be given a leave of absence without gain or loss of seniority for such length of time as might be required, up to a maximum of six (6) years.
- 12:03 The Company will grant Employees with 4160 hours of employment for a leave of absence up to a maximum of six (6) months without pay for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:
- (a) The employee shall apply one (1) month in advance in writing
 - (b) The employee shall disclose the grounds for application.
 - (c) The Company shall grant such leave where the Company deems a bona fide reason is advanced by the applicant, and that the requested leave comes at a time when the applicant can be spared from his job.
 - (d) The Company shall be required to consult with the Union Representative in respect of any application for leave under this Section.
- 12:04 Bereavement Leave - Regular Employees who have 320 hours of employment or more seniority with the Company will be allowed, in the event of a death of an immediate relative, a leave of absence to attend the funeral or make funeral arrangements. The pay of the Employee is to be his regular straight time rate of pay for up to three consecutive days of absence, providing the days of paid absence fall within a period in which the Employee was scheduled to work.
- Members of the Employee's immediate family are defined as the Employee's spouse, parents, brothers, sisters, children, son/daughter in-law, parents-in-law, step-children, step-parents, grandparents, grandchildren, common law spouse, and parents of common law spouse.
(Common law defined as one year).
- Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- 12:05 Jury Duty - Any regular full time Employee who is required to perform jury duty, or witness duty on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for jury duty, witness, duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. Employees shall return to work after fulfilling their jury or witness obligations. They shall not be required to report if less than three

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hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hours normally worked less pay received for jury duty. The Employee will be required to furnish proof of jury, or witness pay received. Hours paid for jury duty, or witness service will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

12:08 Employees are eligible for unpaid leave of absence in their or family affairs involving:

- (a) Medical/Dental attention for themselves or their families (for regular scheduled appointments three (3) days' notice required.)
- (b) Imminent damage to the employee's domicile which threatens extensive property damage or survival of the family.
- (c) Birth of an employee's child.

ARTICLE 13: SENIORITY

- 13:01 The Company recognizes the principle of seniority after 640 hours of employment. It is understood that the 640 hours will be accumulated within a period of twelve (12) months from the first day of hire. It is further understood that seniority will be determined by the longest service with the Company from the first day of work for all employees with Union status at May 1st, 2012. Seniority for all of those earning status after this date will be based on production hours worked.
- 13:02 An up-to-date seniority list will be supplied and posted by the Company on the company notice board once every two week pay period.
- 13:03 Lay-Off: For the prevention of grievances arising over planned production lay-offs where seniority is concerned, the Company shall notify the shop steward prior to the lay-off, the names of those to be laid off.
- 13:04 Employees shall be laid off in reverse order to the order their names appear on the seniority list, they will be deemed to have the necessary skills or ability to perform the work required.
- 13:05 A shop steward or Union Representative may submit a bid or bump on a position for an absent Employee.
- 13:06 If an Employee has been laid off out of seniority the Employee shall be able to bump into another position wherein the Employee's seniority entitlement would allow as long as the employee has the necessary skills or ability to perform the work required.
- 13:07 If the Company issues lay-off notices, then rescinds within a week of issue and within seven (7) days of rescinding - reissue the same lay-off notice - the company can rely on the initial bump procedure.
- 13:08 The required written notice or compensation lay-off Year of employment in which Employee is terminated is as follows:

Years of Employment	Notice Entitlement
Year 1 (640 Hours)	0 week
Year 1 (2080 Hours)	1 week
Year 2 (4160 Hours)	2 weeks

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Year 3 (6,240 Hours)	3 weeks
Year 4 (8,320 Hours)	4 weeks
Year 5 (10,400 Hours)	5 weeks
Year 6 (12,480 Hours)	6 weeks
Year 7 (14,560 Hours)	7 weeks
Year 8 (16,640 Hours)	8 weeks
Year 9 (18,720 Hours)	9 weeks - maximum amount of notice required by the Company

- 13:09 In the event that an Employee has previously scheduled leave, including vacation time or medical leave, prior to lay-off notice; the leave will not be included for the calculation of the above required notice for lay-off.
- 13:10 If a laid off Employee does not receive the required written notice of lay-off then an employee can request:
- (1) to remain on the recall list for up to one (1) year, or
 - (2) receive pay in lieu of notice pursuant to the above chart.
- 13:11 An Employee on recall may accept pay in lieu of notice anytime within one (1) year of the date of lay-off. If an Employee on lay-off opts for pay in lieu of notice then the Employee is deemed to have abandoned any recall or seniority rights. If an Employee on lay-off for one (1) year has not been recalled to employment by the Company, the Employee will receive pay in lieu of notice and will lose all seniority and recall rights.
- 13:12 If an Employee accepts employment under the right of recall then the right of pay in lieu of notice is deemed abandoned.
- 13:13 "Pay in lieu of notice" means for each week an Employee is entitled to a weeks' pay. The amount is obtained by totaling the Employee's hourly wage rate times 40 hours. In addition, if the Employee does not immediately opt to receive pay in lieu of notice on layoff then interest will be included on monies owed. Interest will be calculated at 2% below the prime lending rate on the first day of each three-month period beginning October 1st, January 1st, April 1st, and July 1st.
- 13:14 An Employee's seniority is calculated from date of hire for those with status in the Union prior to May 1st, 2012 and production hours worked for those earning Union status after May 1st, 2012. In the case of a tie, they shall be listed alphabetically for determining the more senior Employee.
- 13:15 After the initial long-term layoff notice has been issued and the Employee has been subject to layoff, if recalled that member's layoff notice would be one (1) week.
- 13:16 Layoffs shall take place on any day.
- 13:17 It is understood and agreed that the procedures outlined above are equal or better than the law.
- 13:18 Re-hiring: Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list. The Company shall maintain an address file on Employees and it shall be the Employee's responsibility to notify the Company in writing of any change of address, together with a telephone number at which he may be contacted. If there is no contact by telephone, registered mail will apply.

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- 13:19 No new Employee will be hired until Employees on the recall list who are available and as long as the employee has the necessary skills or ability to perform the work required are given the opportunity to return to work.
- 13:20 Employees who have been laid off and who have been notified of the plant vacancy must respond to the Company's notification of re-hiring within forty-eight (48) hours (excluding Saturday, Sunday and Statutory holidays) of such notification. It shall not be violation of this Agreement if the Company fails to adhere to the strict principles of seniority when a laid off Employee fails to respond to the Company's notification of plant vacancy within the time limits prescribed.
- 13:21 An Employee shall report for work on re-hire as provided in this Article by forty-eight (48) hours, following acceptance of the re-hire.
- 13:22 Should an Employee fail to report for work within the designated period and having no reasonable excuse for his failure, he shall forfeit all his seniority rights.
- 13:23 It is understood between the Company and the Union that seniority during lay-off or leave of absence will be retained on the following basis:
- (a) Employees with seniority shall retain their seniority for a period equal to one year.
 - (b) Employees receiving disability benefits for such time as it may take to recover health up to a maximum of two (2) continuous years from first date of absence. The Company shall have the right to require the Employee to obtain a certificate from a qualified medical practitioner evidencing continuous need for leave, the cost to be shared between the Company and Employee, with the Company paying the first Twenty-five (25) dollars.
- 13:24 (a) The Company agrees to post all opportunities to other departments. Such transfers to another department shall be done on the basis of seniority. Such postings will be made for five (5) working days on the bulletin board. The Union agrees that should an Employee not be able to do the job, he will go back to his previous position.
- (b) This clause shall not apply to temporary replacement of two (2) weeks or less, or to temporary replacement of longer duration for Employees on vacation or disability, but in filling all other vacancies senior Employees will be given preference in accordance with Article 13:01.
- 13:25 One Seniority list
Truss and Wall division will be combined into one. This new seniority will be referred to as Building Component Technicians
- 13:26 Training
The union will provide Respect in the Workplace training within 60 days past 640 hour probation period for all Team Leads and Operations Leader and any other members that the company wants to include.

ARTICLE 14: VACATIONS WITH PAY

- 14:01 Vacations for Employees shall be paid at the rate of four and one-half percent (4 1/2) of their gross earnings, based from the starting day of their employment.
- a) First two (2) weeks of holidays are to be submitted before April 30.

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b) After first two (2) weeks are approved (latest approval date is May 15th),

submit 3rd week of vacation, upon approval,

submit 4th week of vacation, upon approval,

submit 5th week.

c) All vacation is based on seniority.

14:02 Employees having 6240 hours of employment with the Company shall receive an additional two percent (2%) of their gross earnings to provide for a third week's vacation with pay. This amount to be computed from the employee's first day of the start of the third year. A vacation list shall be provided and posted on the notice board so that Employees may choose their time of vacation. Vacations provided for in 14:01 and 14:02 may be taken consecutively by mutual agreement of the Company and Employee, seniority in each department to be the deciding factor.

14:03 In the case of an Employee having completed 6240 hours and being laid off, discharged, or quitting, the vacation pay shall be six and one-half percent (6 1/2) of the employee's gross earnings. Employees having 18720 hours of employment with the Company shall receive an additional two percent (2%) in addition to the 6 1/2% of gross earnings to provide for a fourth week's vacation with pay. This amount to be computed from the employee's first day of the start of the ninth year. The fourth additional week shall be taken at the discretion of the Company.

In the case of an employee having completed 18720 hours and being laid off, discharged, or quitting, the vacation pay shall be eight and one-half percent (8 1/2%) of the employee's gross earnings.

14:04 Employees having 31,200 hours of employment with the Company shall receive an additional two percent (2%) in addition to the 8 1/2 % of gross earnings to provide for a fifth week's vacation pay. This amount to be computed from the employee's first day of the start of the fifteenth year. The fifth additional week shall be taken at the discretion of the Company.

In the case of an Employee having completed 31,200 hours of employment being laid off, discharged, or quitting, the vacation pay shall be ten and one-half percent (10 1/2 %) of the Employee's gross earnings.

14:05 2080 hours constitutes one year worked for determining vacations with pay for an employee:

(a) Absence on Worker's Compensation up to a period of one year, provided that the Employee returns to his employment.

AND

(b) Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner. "Certificate" from Employer is defined as a detailed letter providing diagnosis and prognosis.

Will not be subject to any additional vacation time with pay except which is available to the employee through their normal vacation accrual.

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- 14:06 An employee on duly approved leave of absence will when he returns, be credited with the time worked prior to the said leave of absence.
- 14:07 An Employee laid off will, when he returns within twelve (12) months of lay-off, be credited with the time worked prior to lay-off.
- 14:08 Vacation pay shall be calculated by the Company and shall be paid to the Employee during the pay period where the vacation is taken and paid for on the vacation days scheduled or as agreed by the employee and the Company. Employees shall notify the Company's payroll department at least two (2) weeks prior to the pay day that the vacation is being requested.
- 14:09 Existing employees in good standing shall be grandfathered (due to the fact that we do not have hourly records going back this far) and have their vacation accrual percentages based on their original hire dates, reflecting vacation accrual increases based on calendar years of service.
- 14:10 All newly hired members in good standing will have their vacation accruals based on hours worked to determine vacation accrual increases.

ARTICLE 15: STATUTORY HOLIDAYS

- 15:01 All employees covered by this Agreement who have been employed with the Company 160 hours or more shall receive thirteen (13) paid statutory holidays per year, and shall receive a day's pay at their regular rate of pay on the payday following the statutory holiday. Employees who have been employed less than 160 hours shall receive an amount equal to four point four percent (4.5%) of their gross wages.
- 15:02 The thirteen (13) statutory holidays shall be: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, First Monday in August, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 15:03 When a statutory holidays falls on a Saturday or a Sunday, the Company shall designate that either Friday or Monday be observed.
- 15:04 In the event of an Employee who has 2080 hours or less of service with the Company being laid off, he shall receive four point four percent (4.5%) of his gross wages, minus the amount previously paid for statutory holidays.
- 15:05 In the event that the Provincial or Federal Governments shall declare an additional statutory holiday, the statutory holiday pay shall then be four point eight percent (4.8 %) of gross wages.

ARTICLE 16: HEALTH AND WELFARE

- 16:01 The Company will provide benefits to employees as outlined in the attached document.
- 16:02 The Company will provide an Employee Family Assistance Program for all employees.
- 16:03 The Company will provide to employees who have completed their probationary period three (3) paid illness days per year. If an employee uses one (1) day or less in sick time per year, they will be provided with 2 bonus days of holidays to be taken in non-peak periods or when mutually agreed upon between the Company and the employee.

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ARTICLE 17: PENSION CLAUSE

17:01 The Company will contribute, participate and administer the employee's participation in the Carpenter's Pension Plan as outlined below:

Contributions to Carpenter's Pension Plan (Nov 1st, 2021 to Oct 31st, 2022):

- 1) Pacific contribution to Carpenter Workers' Welfare Plan: \$2.40 per eligible hour.
- 2) Pacific contribution to Carpenter's Pension Plan: \$1.00 per eligible hour.
- 3) Employee contribution to Carpenter's Pension Plan: \$1.17 per eligible hour.

Contributions to Carpenter's Pension Plan (Nov 1st, 2022 to Oct 31st, 2023):

- 4) Pacific contribution to Carpenter Workers' Welfare Plan: \$2.45 per eligible hour.
- 5) Pacific contribution to Carpenter's Pension Plan: \$1.00 per eligible hour.
- 6) Employee contribution to Carpenter's Pension Plan: \$1.17 per eligible hour.

Contributions to Carpenter's Pension Plan (Nov 1st, 2023 to Oct 31st, 2024):

- 7) Pacific contribution to Carpenter Workers' Welfare Plan: \$2.45 per eligible hour.
- 8) Pacific contribution to Carpenter's Pension Plan: \$1.00 per eligible hour.
- 9) Employee contribution to Carpenter's Pension Plan: \$1.17 per eligible hour.

17:02 The employer agrees to pay 2 cents per hour for every hour worked by the Employees to the Construction Industry Rehabilitation Plan. The Union and the Company agree to jointly use the plan on a case-by-case basis to eliminate substance abuse by using the services of the Rehabilitation Plan.

ARTICLE 18: TECHNOLOGICAL CHANGE

18:01 The Company shall notify the Union not less than three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of Employees.

18:02 When a new position has been created because of mechanization, technological change, or automation, and an Employee whose job was discontinued is offered the new position and refuses Clause 18:03 and 18:04 shall not apply.

18:03 Rate Adjustment: An employee who is set back to a lower paid job because of mechanization, technological change, or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months, and for a further period of (3) months, he will be paid an adjusted rate which will be midway between the rate of this regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period, the rate of his new regular job will apply. However, such Employee will have the option of terminating his employment and accepting severance pay as outlined in 18:04 below, providing he exercises this option within the above referred to six-month period.

18:04 Severance Pay: Employees discharged or laid off because of mechanization, technological change, or automation shall be entitled to severance pay of one week for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks pay.

- 18:05 Plant Closure: In the event of a Plant Closure, the Company will give best efforts to notify all Employees and the Union not less than three (3) months of such closure.

Plant Closure will be defined as a termination of 80% of Employees.

In the event that the three (3) month notice is not given, the Company will pay severance pay equal to one week of pay at the regular rate, plus benefits for each year of service and thereafter in increments of completed months of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) week's pay.

ARTICLE 19: GENERAL CONDITIONS

- 19:01 Lunchroom facilities with adequate seating tables for all Employees will be provided and maintained in a clean condition by the Company. It is recognized that employee's cooperation in keeping the facilities clean between janitorial services is required.
- 19:02 Adequate and separate rest room facilities for both male and female Employees will be provided in all buildings and maintained in a clean condition by the Company.
- 19:03 Five (5) minutes pick-up, close-up, and wash—up time will be allowed prior to quitting time.
- 19:04 No Employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union. At no time will he transport goods manufactured by the Company with his own vehicle.
- 19:05 (a) The following items will be supplied by the Employer: two (2) pairs of gloves per year, one (1) hammer, and one (1) tape per year, hard hats and any other equipments deemed required by the Company. If a tape or hammer has been worn out or broken, it will be replaced or repaired upon return of the damaged tool. Any missing or lost tools requested to be replaced by the employee may be charged by the Company to the employee by payroll deduction.
- (c) Employees that have completed their probationary period - on July 1st of each year will receive \$175.00 for safety boots or coveralls. Employees are required to wear CSA approved safety boots in good condition on the job.
- 19:06 If an Employee handles several jobs as part of his regular daily duty, then that Employee will receive the rate of pay of this top classification within that assignment. In no event shall an employee be required to work at a lower scale of wages when temporarily working on an operation coming under the lower wage bracket. He shall not be required to take less than his regular scale of wages; and if an employee on a lower wage bracket is required to work on two, three, or more job classifications in excess of one (1) hour during his shift, he shall receive the rate of pay applicable to said classification for the time worked on it.

ARTICLE 20: SAFETY CONDITIONS

- 20:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act; and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of the Agreement. Further, no Employee will be discharged because he fails to work under conditions he has reasonable grounds to believe are unsafe, as set out in the regulations. Any refusal of a Employee to abide by the Workers' Compensation Board regulations or by plant safety regulations, after being duly warned, will be sufficient cause for dismissal.

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- 20:02 A safety committee will be established in accordance with Workers' Compensation Board requirements. The Union Shop Steward will be a member of the Safety Committee. Safety meetings will be held once monthly (or as deemed effective between the Company and WorksafeBC) during working hours and no member of the Committee will suffer deduction in wages for time spent on behalf of the Committee.
- 20:03 An Employee unable to work due to a compensable injury as defined by the Workers' Compensation Board shall be paid by the Company for the full regular shift on the day of the injury, if the injury was suffered in the course of employment.
- 20:04 When the Company requests an employee to write an exam for any First Aid Courses, registration fees and time lost to write the exam shall be paid for by the Company upon successful completion.
- 20:05 The Union shop steward or the Union Safety Committee member will accompany the Workers' Compensation Board Inspector on the plant inspections.

ARTICLE 21: UNION LABEL

- 21:01 It is hereby understood and agreed by the Company and the Union that an application shall be made for the Union Label to the British Columbia Union Label Trades Council. If the application is approved, and the Union Label is issued and placed upon the Company's products, it is understood and agreed that the Label shall remain the property of the Union, and shall be at all times in the possession of the Union; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the Union. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Company at any time at the discretion of the Union.

ARTICLE 22: GRIEVANCE PROCEDURE

- 22:01 Any difference arising between the parties bound by this Agreement concerning its interpretation, application, or any alleged violation thereof, including any differences arising from the dismissal or suspension of any Employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.
- 22:02 Employees shall be notified in writing of the grounds for discipline or discharge, and the Union shall receive a copy of the grounds alleged.
- 22:03 The Employee involved, preferable with the Shop Steward, will first take up the matter with his foreman or supervisor directly in charge of the work. Should the matter not be resolved to the satisfaction of the Company and the Union within five (5) working days, the matter shall be referred within five (5) days as follows:
- 22:04 Failing resolution in 22:03, the Union representatives and the Company's representatives will discuss and, if possible, settle the matter.
- 22:05 Failing resolution in 22:04 above, within five (5) working days the dispute shall be set out in writing by the grieving party, and referred to the other party and they shall forthwith confer upon the matter.

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- 22:06 Failing resolution in 22:05 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons, as follows:
- 22:07 The party desiring arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.
- 22:08 The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- 22:09 The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing appointment within five (5) days of a third person willing to act, either of them may apply to the Ministry of Labour to appoint the third party.

Failing either party to make an appointment within the prescribed five (5) days then the party failing to appoint their nominee shall be deemed to agree to have the Ministry of Labour appoint a one person arbitrator.

- 22:10 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties, and the award of a majority of the Board shall be final and binding upon the parties and they shall carry it out forthwith.
- 22:11 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointments to the Board, and one-half the compensation and expenses of the Chairman and Stenographic and other expenses of the Arbitration Board.

ARTICLE 23: WAGE RATES AND CLASSIFICATIONS-HOURLY

- 23:01 Starting wage will be \$20.00 for all new employees hired after date of ratification. These Employees will get an increase as per chart below until they reach the top rate in the classification. It will be the responsibility of the Company to train the Employees in all aspects of bargaining unit work.

Employees shall be paid	Nov 1 st , 2021	Nov 1 st , 2022 2%	Nov 1 st , 2023 2%
Training Wage	20.00	20.00	20.00
After 2080 hours	22.00	22.44	22.89
After 5200 hours	23.50	23.97	24.45
After 8320 hours	26.50	27.03	27.57
Team Leader	27.50	28.05	28.61
Operations Leader	30.00	30.60	31.21

First Aid: Level III .65/hr
 Level II .55/hr
 Level 1 .45/hr

Shift Premium:
 Afternoon 1:00/hr
 Graveyard 2.00/hr

- 23:02 Part-time employees may be used under the following conditions.

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(a) Part time Employee(s) will have seniority based on hours works and when layoffs occur the part-time Employee with the fewest hours will be laid off first. All part-time Employees will be laid off before full time Employees. All full time Employees on the recall list will be called back to work before part time Employees.

(b) All part time Employees shall be offered full time positions before hiring from outside the Union.

ARTICLE 24: DURATION OF AGREEMENT

24:01 This Agreement shall be for the period from and including Nov 1st, 2021 to and including October 31st, 2024 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of October in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

24:02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

ARTICLE 25: AGREEMENT ENFORCEABILITY

25:01 Should any party hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, such invalidation of such party or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

25:02 In the event that any clause or section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 26: SAVINGS CLAUSE

The timely remittance of Pacific Builders' Supplies (hereafter "Pacific") contributions and Employee deductions required in accordance with this Agreement is essential for the protection of the Employees and other beneficiaries.

General Provisions

26:01 Pacific shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement.

26:02 The remittance shall be:

- (a) a single payment, payable to Carpenter Workers' Fund, inclusive of all obligations arising from hours up to the close of Pacific's payroll ending closest to the last day of the preceding calendar month, and
- (b) accompanied by a correctly completed Monthly Report to the Administrator, and
- (c) received by the Carpenter Workers' Fund not later than the fifteenth (15th) day of the month following that for which such payments are payable.

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26:03 "Nil" Reports

Pacific shall submit a "Nil" report if no employees had been employed during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, Pacific shall not be required to submit a "Nil" report for a period in which no Employees had been employed, if the Union has been notified, in writing, that such Pacific is no longer in business.

26:04 Delinquent Remittance

26:05 In the event Pacific fails to remit Employer contributions and Employee deductions in the manner set forth in Article 26:01, the Union may, at its sole discretion, take any economic action it deems necessary against Pacific, and such action shall not be considered a violation of this Agreement.

26:06 The Union shall advise Pacific within forty-eight (48) hours in writing of any delinquency. If Pacific fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

26:07 Monthly Report to the Administrator

The Union shall supply Pacific with copies of the Monthly Report to the Administrator, and the Union shall bear the cost of producing such Reports.

26:08 All MOU in previous CBA contracts (if any) have expired unless included in this new CBA.

Dated this 5th day of November, 2021.

"Signatures on File"

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