

# COLLECTIVE BARGAINING AGREEMENT

Between:

**FOREMOST INDUSTRIES LTD.**  
(General Partner for Foremost Industries Limited Partnership)  
Calgary, Alberta



(hereinafter called the “Company”)

And:

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW - CANADA) LOCAL NO. 4050



(hereinafter called the “Union”)

February 1<sup>st</sup>, 2010 until January 31<sup>st</sup>, 2013

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## **ARTICLE #1 - RECOGNITION**

- 1.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) as the sole bargaining agent for the Employees covered by this Collective Agreement as described in Board Certificate **164-2009**.
- 1.02 The Union agrees to cooperate with the Company, and assist in every legitimate way, within the confines of the Collective Agreement, to conduct a successful business, bearing in mind that both parties must give service to the public.
- 1.03 Employee means all Employees included in the bargaining unit for which the Union was certified by the Alberta Labour Board.
- 1.04 The Company agrees to allow one (1) Union Representative per department, investigation time not to exceed one (1) hour per situation, during normal working hours in which to investigate Employee issues relating to discipline or grievance(s) or potential grievance(s). The Union Representative must obtain permission from his/her Foreman/Manager, who will allocate this time appropriately. Additional time may be requested due to extenuating circumstances, and will not be reasonably denied by the Company.
- 1.05 The Union agrees that Union Representatives will provide at least ten (10) working days notice to their Foreman/Manager, when he/she will be off of his/her regular shift to attend to union business. The Company will grant a leave of absence with pay to members of the Union to attend to Union business outside the workplace, to a maximum of 20 days per calendar year per Union Representative and will bill the Union monthly for reimbursement. Such Employees will have their seniority, benefits and pension credits accrue while on such leave.
- 1.06 The Company acknowledges the need to orientate new Employees and will provide an opportunity within the first twenty (20) days of employment, for the Union to brief Employees on the Collective Bargaining Agreement. The orientation will be encouraged to be done in a group environment.
- 1.07 The Company agrees to not employ Contractors within the plant to perform work that is normally and regularly performed by Employees of the bargaining unit. The Company further agrees to not contract out such work while qualified Employees of the bargaining unit are on layoff.
- 1.08 The elected or appointed Chief Shop Steward shall remain on a straight day shift at all times unless the Chief Shop Steward chooses to work another shift that they hold the seniority for. The Union shall endeavor to make sure that all shifts have at least one Steward available.**

## **ARTICLE #2 - MANAGEMENT**

- 2.01 It is the Company's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The Company agrees that in the exercising of its management rights and in the administration of this Agreement it shall do so without discrimination and in a fair and reasonable manner.
- 2.02 The Company has the right to make and alter from time to time the rules and regulations to be observed by the Employees provided they are not inconsistent with this Agreement.
- 2.03 It is an exclusive right of the Company to hire, promote, transfer, suspend, discipline or terminate the employment of any Employee for just cause.
- 2.04 The location of jobs, the choice of equipment, the schedule of manufacture and the methods of manufacture are solely and exclusively the responsibility of the Company.
- 2.05 The Union recognizes the right of the Company to promote Employees into classifications as per Schedule "A" provided the Employee can perform the functions of that classification as described in Article 4.

### ARTICLE #3 - COOPERATION

- 3.01 There shall be no strikes, lock-outs, slow-downs or suspension of work during the period of this Collective Agreement by any member or members of the Union and/or Company.
- 3.02 There shall be no discrimination, intimidation, restraint, coercion or attempted coercion, by or on behalf of the Company, with respect to any Employee because of membership in the Union.
- 3.03 It is mutually agreed that it is important to encourage and maintain a working environment based on mutual trust and confidence which will provide common understanding and acceptance of individual and Company objectives.
- 3.04
1. Every Employee to whom this Agreement applies shall, as a condition of employment, or as a condition or continued employment, complete and sign the authorization of Check-Off form. The Company shall deduct from wages of each such Employee an amount equal to the monthly dues as specified in the CAW Constitution or Local Union Bylaws. The Company agrees that a condition of employment shall be that any Employee who was a member of the Union in good standing on the date of the signing of this Agreement shall maintain such membership.
  2. All Employees shall, as a condition of employment, become members of the Union within ten (10) days following the date of their employment and shall thereafter maintain membership in the Union in good standing. The Company will procure from all such Employees the necessary membership applications and membership in the Union shall be granted within the above-mentioned ten (10) day period.
  3. Under this Agreement, Employees who either are or become members will maintain their membership in the Union in good standing if they pay the regularly prescribed initiation fee, regular Union dues, and periodic assessments uniformly required of all members of the Union in accordance with the provisions of this Agreement.
  4. An Employee will, in writing on a form provided by the Union, authorize the Company to deduct from wages due to him/her an amount payable by that Employee to the Union for:
    - A. Union dues, and
    - B. Initiation fees and special assessments.
  5. The Company shall make the deductions authorized by the Employee, and the authorization is effective only for the amount or the percentage of the wages as indicated in writing by the Secretary-Treasurer of the Union.
  6. The Company shall by the tenth (10th) day of each month remit to the Union the dues deducted for the preceding month, and a written statement of the names of the Employees for whom the deductions were made and of the amount of each deduction.
  7. The Union will notify the Company at least thirty (30) days in advance by certified letter of any changes in the amount of dues, special assessments, and initiation fees and the effective date thereof.
  8. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken or not taken by the Company in reliance on such authorization cards furnished to the Company by the Union or any Employee or for complying with any provision of this Article.
  9. The Company will record the amount of Union dues deducted during the calendar year on the individual Employee's T4.
- 3.05 The Company agrees to provide the Local Union **Representative with** an updated Employee list containing names, phone numbers and mailing addresses of all Employees covered under this Agreement on a **quarterly** basis.

**The Union and the Company shall provide each other with the names of the persons that hold all positions mentioned in the CBA. This shall be done as a minimum quarterly, but also when changes occur. Such notice shall be delivered in writing to the Operations Manager and the Chief Shop Steward.**

- 3.06 The Company shall be permitted to hire temporary employees (Casual Labourer) during the year on an as-needed basis who shall become members of the Union. Such Employees may be used for up to seven hundred and twenty (720) hours within a calendar year after which the Employee must be reclassified into the Plant Labourer classification and would then be entitled to all provisions of the Collective Agreement.

Temporary employees shall have no guarantee of hours and are excluded from the following provisions of the Collective Agreement: 5.02, 5.03, 6, 7, 8, 9, 11.04, 13, 18, and 19.

#### **ARTICLE #4 - JOB CLASSIFICATIONS & DESCRIPTIONS**

- 4.01 Attached as Schedule "A" is a list of Job Classifications.
- 4.02 When an Employee is temporarily assigned a job classification calling for a higher rate of pay for a period greater than one (1) full day, the Employee shall be paid the higher rate of pay unless this temporary assignment is part of a training program.
- 4.03 When an Employee is temporarily assigned to a job classification calling for a lower rate of pay he/she will continue to receive the rate of his/her regular job classification.

Employees being accommodated due to a work related injury or illness shall receive their regular rate of pay until it is medically determined that the Employee can no longer perform their regular job on a permanent basis or the Employee bids to do another job. When it is medically determined that the Employee can no longer perform his/her regular job, he/she will receive the rate of pay of the job he/she is performing, with notice to the Union.

Employees who apply for a job at a lower rate of pay shall be paid the lower rate of pay associated with that job.

- 4.04 When an Employee is temporarily assigned to perform field service work, the Employee will receive the Field Service premium as per Schedule "A" attached to this Agreement. The Field Service Premium shall be paid out at its regular rate for all hours worked including overtime. **The Field Service premium shall only be paid when an employee is off of the Foremost Calgary property.**
- 4.05 In the event that the Operations Manager determines that an Emergency Medical Responder (EMR) is necessary, he/she may appoint an Employee to fill the position on a temporary or permanent basis. The Employee so appointed will receive the EMR Premium as per Schedule "A" attached to this Agreement. The EMR Premium shall be paid out at its regular rate for all hours worked including overtime.
- 4.06 Lead Hands:

In the event a Department Foreman/Manager determines that a Lead Hand is necessary, he/she may appoint an Employee to fill the position on a temporary or permanent basis. The Employee so appointed will receive a Lead Hand premium as per Schedule "A" attached to this Agreement, in addition to his regular rate of pay for work performed while so assigned. The Lead Hand premium shall be paid out at its regular rate for all hours worked including overtime.

Lead Hand premium shall be computed as part of the Employee's base rate for all Union dues and assessments as per the Union's Constitution.

For Employees temporarily assigned to a Lead Hand position for less than one month, the Lead Hand premium will not be included in the base rate for computing vacation pay, pay for hours not worked or for benefit plan deductions and payments.

**LEAD HAND: Basic Functions and Objectives**

Lead Hands are selected for their work experience, competence and leadership ability. They provide general assistance, advice and direction as well as a working example to Employees in the groups to which they are assigned. In the exercise of this responsibility, they assist in achieving a high level of quality production.

**Relationships:**

- a. Lead Hands are supervised by and report to the Foreman/Manager in their department.
- b. Lead Hands will take direction from Charge Hands where assigned.
- c. Lead Hands are responsible for the quality and quantity of work produced by the group they are assigned.
- d. Lead Hands are not to be involved in the discipline of other Employees.

**Specific Responsibilities:**

- a. Perform work functions assigned to their classification which, due to their experience and capability, should serve as an example of efficiency and quality workmanship for less experienced personnel.
- b. May be required to direct the work of individuals in their group, to efficiently complete jobs assigned by the Foreman/Manager.
- c. Provide general assistance, advice and direction to members of their group on working methods, procedures and assignments to foster quality workmanship and an acceptable level of productivity.
- d. Bring to the attention of people in their work group, and to the Charge Hand or Foreman/Manager if necessary; work which does not meet accepted standards or which may result in failure under operating conditions. In doing so, he/she will assist personnel in assessing their own completed work, improving their work methods, procedures and skills as well as reducing warranty claims from customers.
- e. Tools necessary to do the various jobs will be required by Lead Hands.

4.07 **JOB CLASSIFICATIONS**

**Truck Driver:**

- Must possess current driver's license and clean abstract for subject vehicle category and requires adequate knowledge of Calgary area and district.
- Ensures economic use made of vehicle re: collections/deliveries per warehouse routing schedule.
- Often works unsupervised: keeps daily operating log, performs routine vehicle maintenance (i.e. oil/filter changes, daily check on tire air-pressures, coolant levels, etc.).
- Helps project favorable Company image by keeping vehicle in presentable condition at all times.
- Performs other tasks related to his/her classification.

**Casual Labourer:**

- Works with direction and performs manual labor functions in accordance with established practices and procedures.
- May be required to operate basic equipment, power and hand tools.
- Performs tasks as assigned.

**Plant Labourer:**

- Works with direction to drawings, sketches, layout boards, etc. and/or verbal instruction and performs manual labour functions in accordance with established practices and procedures.
- May be required to operate basic shop equipment, power and hand tools.
- Responsible for housekeeping and proper storage and handling of materials, equipment and supplies in their department.
- Performs other tasks related to his/her classification.

**Parts Technician:**

- Works with minimal direction and is responsible for receiving, issuing, storing and preparing shipments of all materials.

- Assists other Foremost departments with identification, issue and receipt of materials and components needed in the day-to-day operation of the plant.
- Identifies and corrects errors or omissions in bills of material, shipping lists and/or inventory levels.
- Performs other tasks related to his/her classification.

Paint Prep Labourer:

- Works with direction to drawings, sketches, layout boards, etc., and/or verbal instruction.
- Assists with normal operations in paint shop.
- Prepares materials for painting by sanding, cleaning, masking or any other manual operations required before or after painting.
- Assists in maintaining paint shop equipment, facilities and materials.
- Performs other tasks related to his/her classification.

Mechanical Assembler:

- Works with direction to drawings, sketches, layout boards, etc., and/or verbal instructions.
- Installs or assembles any major or minor subassemblies for any type of vehicle or rig.
- Ensures assemblies meet quality and performance requirements.
- Maintains a set of tools required to perform assembly functions.
- Performs other tasks related to his/her classification.

Building Maintenance Technician:

- Works with minimal direction and performs maintenance tasks to ensure the Plant(s) and Office(s) is functional and operational on a day-to-day basis.
- Installs, troubleshoots and/or repairs plant equipment and systems.
- Assists sub-contractors and other departments to ensure maintenance issues are resolved on a timely basis.
- Performs other tasks related to his/her classification.

Painter:

- Works with minimal direction to all drawings, sketches, layout boards, etc., and/or verbal instructions.
- Prepares and applies prime or finished coats of paint, (protective and decorative) to all parts of finished products and/or equipment.
- Operates brush or spray equipment as required and is responsible for proper storage and handling of all paints and painting supplies.
- Responsible for the care and maintenance of all Company owned finishing and painting equipment and facilities.
- Performs other tasks related to his/her classification.

Mechanic:

- Works with minimal direction to most complicated drawings, sketches, layout boards, etc., and/or verbal instructions
- Installs or assembles any major or minor subassemblies for any type of vehicle or rig.
- Ensures assemblies meet quality and performance requirements.
- Maintains a set of tools required to perform assembly functions.
- Performs other tasks related to his/her classification.

Building Maintenance Specialist:

- Works without direction and is responsible for ensuring the Plant(s) and Office(s) is functional and operational on a day-to-day basis.
- Duties include the management of a computerized maintenance system, delegation of repairs and minor maintenance to less experienced personnel.
- Coordinates with department Foremen/Managers and sub-contractors to ensure work is performed on time and within budget.
- Responsible for long term planning for major equipment preventative maintenance, certification and/or replacement, such as forklifts, Company trucks, overhead cranes and building systems etc.

- Performs other tasks related to his/her classification.

Journeyman Parts Technician:

- Works without direction and is responsible for receiving, issuing, storing and preparing shipments of all materials.
- Assists other Foremost departments with identification, issue and receipt of materials and components needed in the day-to-day operation of the plant.
- Identifies and corrects errors or omissions in bills of material, shipping lists and/or inventory levels.
- Assists less experienced personnel with work methods, work habits and performance.
- As of February 1, 2007, all new hires must be a qualified licensed tradesman of the Province of Alberta.
- Performs other tasks related to his/her classification.

Machinist:

- Works with minimal direction to most drawings, sketches, etc., and/or verbal instructions.
- Required to operate most of the Machine Shop (CNC and conventional) equipment and performs machining functions for vehicles or rigs or part thereof.
- Maintains a set of tools to perform machining functions.
- Performs other tasks related to his/her classification.

Journeyman Welder:

- Works without direction to most complicated drawings, sketches, etc., and/or verbal instruction.
- Lays out fits and/or welds any major or minor fabrication assemblies for any vehicle or rig or part thereof.
- Operates any and all of the weld shop equipment as required.
- Must be a qualified licensed tradesman in the Province of Alberta.
- Maintains a set of tools to perform welding functions.
- Assists less experienced personnel with work methods, work habits and performance.
- Performs other tasks related to his/her classification.

Mechanical Specialist:

- Works without direction to most complicated drawings, sketches, layout boards, etc., and/or verbal instructions.
- Installs, assembles or repairs any major or minor sub-assemblies in any type of vehicle or rig.
- Assembles components to quality required and acceptable performance.
- Should be a qualified licensed tradesman of the Province of Alberta.
- Assists less experienced personnel with work methods, work habits and performance.
- Must have complete line of tools necessary for all phases of assembly and a large tool box with slide out drawers to allow fast and easy accessibility.
- Performs other tasks related to his/her classification.

Journeyman Machinist:

- Works without direction to most complicated drawings, sketches, etc., and verbal instruction.
- Required to operate all types of Machine Shop (CNC and conventional) equipment and perform all machining functions for any major or minor components for vehicles or rigs or part thereof. CNC personnel must have the ability to program, set-up and operate their respective machines.
- As of February 1, 2001, all new hires must be a qualified licensed tradesman of the Province of Alberta.
- Assists less experienced personnel with work methods, work habits and performance.
- Maintains a set of tools to perform machining functions.
- Performs other tasks related to his/her classification.

Journeyman Painter:

- Works without direction to all written and/or verbal instructions.



- Prepares and applies prime or finished coats of paint, (protective and decorative) to all parts of finished products and/or equipment.
- Operates brush or spray painting equipment as required and is responsible for proper storage and handling of all paints and painting supplies.
- Responsible for the care and maintenance of all Company owned finishing and painting equipment and facilities.
- Must have certification from a recognized training facility, or has demonstrated the ability to meet the above requirements to the satisfaction of Management.
- Assists less experienced personnel with work methods, work habits and performance.
- Performs other tasks related to his/her classification.

Hydraulic Specialist:

- Works without direction to most complicated hydraulic diagrams, schematics etc., and/or verbal instructions.
- Installs, assembles or repairs any hydraulic motors, drives or pumps. Assists in hosing and testing of these components, in any type of vehicle or rig.
- Assembles components to quality required and acceptable performance.
- Troubleshoots hydraulic issues on new or used equipment and assists Field Service, given reasonable notice, to carry out field repairs. Offers hydraulic expertise to Service Reps.
- Must have certification from a recognized training facility, or has demonstrated the ability to meet the above requirements to the satisfaction of Management.
- Assists less experienced personnel with work methods, work habits and performance.
- Must have a complete line of tools necessary for all phases of mechanical and hydraulic assembly; and a large tool box with slide out drawers to allow fast and easy accessibility.
- Performs other tasks related to his/her classification.

Electronic Specialist:

- Works without direction to most complicated wiring diagrams, schematics etc., and/or verbal instructions.
- Installs, assembles or repairs any major or minor junction box, control panel or electronic component, in any type of vehicle or rig.
- Assembles components to quality required and acceptable performance.
- Troubleshoots electrical issues on new or used equipment. Assists Field Service, given reasonable notice, to carry out field repairs. Offers electronic expertise to on call Service Reps.
- Must have certification from a recognized training facility, or has demonstrated the ability to meet the above requirements to the satisfaction of Management.
- Assists less experienced personnel with work methods, work habits and performance.
- Must have a complete line of tools necessary for all phases of mechanical and electronic assembly and a large tool box with slide out drawers to allow fast and easy accessibility.
- Performs other tasks related to his/her classification.

Electrician:

- Works without direction in ensuring the Plant(s) is functional and operational on a day-to-day basis.
- Responsible for repair and maintenance of Plant and Office electrical systems and repairs, including adding new electrical outlets, wiring, etc.
- Must be a certified Electrician within the Province of Alberta.
- Performs other related job responsibilities as required.

Field Service Technician:

- Works without direction to most complicated drawings, sketches, layout boards, etc., and/or verbal instructions.
- Installs, assembles or repairs any major or minor sub-assemblies in any type of vehicle or rig.
- Repairs components to quality required and acceptable performance.

- Expected to travel offsite, coordinate with customers and/or contractors to troubleshoot and repair any electrical, mechanical or hydraulic failure, which may occur at anytime, day or night.
- Assists less experienced personnel with work methods, work habits and performance.
- Should be a qualified licensed tradesman in the Province of Alberta.
- Must have a complete line of tools necessary for all phases of mechanical and electronic assembly or repair and a large tool box with slide out drawers to allow fast and easy accessibility.
- Performs other tasks related to his/her classification.

Charge Hand:

- Works directly with the Foreman/Manager in the day-to-day planning and operation of their assigned Department.
- Assists the Foreman/Manager in achieving results in Safety, Quality, Schedule and Cost.
- Works without direction to most complicated drawings, sketches, layout boards, etc., and/or verbal instructions, to serve as a working example to Employees in the groups to which they are assigned.
- Responsible for training less experienced personnel in work methods, work habits and performance.
- Directs the work of individuals assigned to their group, to maintain efficiency and meet schedule requirements.
- Responsible for the quality and quantity produced by their group.
- Responsible to bring to the attention of the Foreman/Manager, all performance issues which may lead to disciplinary action.
- May be required to interface with customers, vendors or contractors.
- Performs other tasks related to his/her classification.

Apprentice - Welder, Machinist, Mechanical, Parts Technician:

- An Apprentice works under direction and/or verbal instruction of more senior employees in accordance with normal Apprentice regulation until necessary schooling is completed and then is elevated to higher classification.
- Performs work in their respective trades utilizing skills and equipment required.
- Expected to purchase and maintain a set of tools to perform functions as experience dictates.
- Expected to attain Journeyman status within five (5) years of registration.
- Performs other tasks related to his/her classification.

**ARTICLE #5 – JOB POSTINGS, SENIORITY, LAYOFFS**

**5.01 JOB POSTINGS:**

When a new job is created or a vacancy occurs, it shall be posted for one (1) week by the Company, to give all interested Employees a chance to apply. Those who have applied within the established period of time will receive consideration based on:

- Experience and Skills

Postings will be filled by seniority for those that meet the above criteria. A notice will be posted to advise all concerned, as to which Employee has been selected for the position, **with a copy given to the Chief Shop Steward and the Local Union Representative.**

**5.02 SENIORITY:**

Seniority in a Job Classification shall govern layoffs and recalls provided the Employee is qualified for the available work. An Employee shall not be entitled to seniority rights until **he/she** has completed the probationary period, as established in Article 10.01. Then his/her seniority shall date back to the date of hiring.

An Employee shall terminate their employment and lose his/her seniority and the Employee's name shall be removed from the seniority list for the following reasons:

1. He/she voluntarily quits (preferably in writing).
2. He/she is discharged and not reinstated through the grievance procedure.
3. He/she is absent from work for three (3) consecutive working days unless he/she notifies the Company of the cause of his/her absence, and that cause is reasonable. Reasonable cause will be determined by Management.
4.
  - i) An Employee has completed his probationary period and has less than one (1) year seniority and has been laid off for more than two (2) months.
  - ii) An Employee has one (1) or more year's seniority but less than three (3) years and has been laid off for more than twelve (12) months.
  - iii) An Employee has three (3) or more year's seniority and has been laid off for more than eighteen (18) months.
5. The Employee fails to report to work within seven (7) days after receipt of the notice of recall from layoff.
6. If an Employee accepts a position with the Company which is outside the bargaining unit.
7. If an Employee retires with or without pension.

The Union will be notified by the company with the reasons, why the Employee's name was removed from the seniority list.

The Company shall post a seniority list, including active and members on layoff, quarterly each year on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup>. A copy shall be furnished to the **Local Union Representative**.

### 5.03 **LAYOFFS**

In the event the Company determines that a layoff is necessary, all probationary Employees in the applicable department will be the first laid off. If further layoffs are necessary, Employees with the least amount of seniority within the classification where the layoff is occurring shall be laid off. The **Chief Shop Steward** shall be exempt from layoff while holding the Union position, providing they have a minimum seniority of 5 years.

A copy of the layoff notice will be given to the **Local Union Representative and the Chief Shop Steward**.

Should an Employee be laid off, notice will be given in accordance with Alberta Employment Standards Code as follows:

- 1 week, if employed more than 3 months but less than 2 years;
- 2 weeks, if employed 2 years but less than 4 years;
- 4 weeks, if employed 4 years but less than 6 years;
- 5 weeks, if employed 6 years but less than 8 years;
- 6 weeks, if employed 8 years but less than 10 years.
- **8 weeks, if employed 10 years or more.**

In addition to Alberta Employment Standards Code, the Company will give notice as follows:

- 10 weeks, if employed **20 years or more**;

The Company reserves the right to pay the Employee the wages he/she would have earned for the applicable period in lieu of notice.

If there is no meaningful work available, the Employee may request severance pay in wages. Such a request will not be **unreasonably** denied by the Company.

**RECALL:**

Employees shall be recalled in order of seniority, with the most senior Employee in a classification being recalled first.

New Employees will not be hired in a classification while Employees in the same classification are on layoff.

The Company will normally recall Employees by means of registered letter and the Employee shall contact the Company within forty-eight (48) hours of receipt, to advise if they will be returning to work. Employees accepting recall will be required to return to work with the Company within seven (7) days of receipt of the registered letter. **An employee may request an extension to this timeframe which the Company may permit at its discretion.**

**Notice will be given to the Local Union Representative and the Chief Shop Steward when employees are recalled.**

It is the responsibility of the Employee to ensure that the Company has the most current address and phone number for that Employee.

**ARTICLE #6 - HOURS OF WORK**

6.01 This article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

The Union recognizes the Company's right to implement day, afternoon, graveyard and weekend shifts as per "Schedule B". When the Company implements a shift, they shall notify the Union and the Employees at least seven (7) calendar days prior to the implementation of the shift and shall ensure such notification is posted.

All shifts shall be filled as per the posting procedure.

New Employees hired or existing Employees who bid on a specific shift shall remain on that shift until an opening occurs on a different shift.

Employees absent from their bid shift for any reason shall upon return be placed back into the shift they left unless that shift has been abolished or layoffs have occurred and the Employee does not have the seniority to retain their position.

The Company shall notify the Union prior to any change in starting or finishing time. Starting and quitting times shall be changed by mutual agreement in writing. With mutual agreement between the Employee and the Company, flex shifts may be worked with the ability to flex the starting or finishing time of the shift to a maximum of two (2) hours.

For all shifts, Employees shall be at their workstations at the start of their shift ready to commence work promptly.

6.02 An Employee shall not be required to work during his regular lunch break except in an emergency or special circumstance in which case, he/she will receive a reassigned lunch break.

6.03 A cleanup period for the purpose of returning tools and equipment to proper storage locations and tidying up work areas will be allowed at the end of each shift. Work area, plant cleanup and/or tool return time prior to the end of a shift shall be determined by the Foreman/Manager or their alternate. This cleanup period is not to be construed or used for personal wash up.

6.04 Anyone leaving the Plant for non-production reasons (i.e. lunch or personal administration) must clock out when leaving and clock in upon their return.

- 6.05 Where two (2) or more shifts are working, the first (1st) or day shift shall be paid at the applicable rates as set out in Schedule "A".
- 6.06 The afternoon shift shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour in addition to the rate set out for the classifications listed in Schedule "A" for all hours worked on this shift.
- The graveyard shift shall be paid a premium of two dollars (\$2.00) per hour in addition to the rate set out for the classifications listed in Schedule "A" for all hours worked on this shift.
- The weekend shift shall be paid a premium of three dollars and fifty cents (\$3.50) per hour in addition to the rate set out for the classifications listed in Schedule "A" for all hours worked on this shift.
- 6.07 Shift differential will not be included in the base rate for computing overtime pay, vacation pay, pay for hours not worked or for benefit plan deductions and payments or Union dues and assessments.
- 6.08 Any Employee who reports for work at their regularly scheduled time will be entitled to four (4) hours pay, or work, unless they were previously notified not to report to work, or unless the unavailability of work is due to acts of God or conditions beyond the control of the Company.

#### **ARTICLE #7 - OVERTIME**

- 7.01 All hours worked over the weekly requirement for the Employee's assigned shift shall be termed overtime.
- 7.02 The following enhanced overtime rates are subject to the weekly requirement in 7.01 above.
- All overtime will be paid at one and one half (1.5 x) times the normal base rate for the first two (2) hours and double time (2 x) the base rate thereafter. All work on Saturday will be paid at one and one half (1.5 x) times the normal base rate for the first ten (10) hours and double (2 x) time thereafter. All work on Sunday will be paid at double time (2 x) the normal base rate.
- Employees who are regularly scheduled to work the graveyard shift (shift 3, on Schedule "B") or the weekend shift (shift 6, on Schedule "B") will be paid their hourly rate - not the overtime rate for regularly scheduled work on a Saturday or Sunday.
- Weekend shift employees shall be paid at one and a half (1.5 x) the normal base rate for the first two shifts of overtime worked and double time (2 x) for all shifts after that. Such overtime can occur before or after their scheduled weekend shift.
- 7.03 The Company expects that overtime will be performed by Employees whenever called upon unless a justifiable reason is presented for not working. The Company agrees to give reasonable notice to Employees in advance of all overtime required, where possible.
- 7.04 When an Employee is required to work overtime following his/her regular shift and the overtime is expected to last two (2) hours or more, he/she shall be entitled to a ten (10) minute coffee break at the end of the normal shift. If the Employee works more than two (2) hours of overtime he/she shall be entitled to a thirty (30) minute paid lunch commencing two (2) hours after the end of the normal shift. The Company will reimburse up to a \$20.00 meal allowance (receipt required) or at their option, provide a meal.
- 7.05 Unscheduled call-in at any time will be paid at the rate indicated in Article 7.02, or the rate indicated in Schedule "A" for a minimum of four (4) hours.

When an Employee is called-in on a scheduled day off or a statutory holiday and is required to work, the Employee will be paid a minimum of four (4) hours at the regular overtime rates in addition to any statutory holiday pay. However, the Company may require the Employee to work the four (4) hour period.

## **ARTICLE #8 - HOLIDAYS**

8.01 With the exception of those employees noted in 8.02, employees who have completed thirty (30) calendar days with the Company will be entitled to the following General Holidays:

New Years Day	Family Day	Labour Day
Good Friday	Victoria Day	Thanksgiving Day
Canada Day	Civic Holiday	Remembrance Day
Christmas Day	Boxing Day	

8.02 Employees in any of the following circumstances will not be eligible or paid for the holiday:

1. Absent without permission during their scheduled shift immediately preceding or succeeding a General Holiday. Reasonable lateness accepted.
2. Receiving Worker's Compensation.
3. On Leave of Absence.
4. On layoff.
5. Receiving Weekly Indemnity Benefits.
6. Receiving Long-Term Disability Benefits.

When a General Holiday falls on a scheduled day of work and the Employee is provided with that day off, payment will be equivalent to their normal straight time earnings for the day in question.

When a General Holiday falls on an employee's assigned day off, payment for the holiday will consist of eight (8) hours at their base rate of pay.

Employees required to work on a General Holiday will receive double their base rate of pay for hours worked plus payment which will be equivalent to their normal straight time earnings, for the day in question.

If the Company elects to substitute another day for a General Holiday, no employees will lose any entitlement as a result of this change.

## **ARTICLE #9 - VACATIONS**

9.01 Employees shall be entitled to the following vacation leave periods per year, based on their seniority:

- **One (1) year but less than three (3) years seniority - two (2) weeks vacation accumulated in the previous year.**
- **Three (3) years but less than nine (9) years seniority - three (3) weeks vacation accumulated in the previous year.**
- **Nine (9) years but less than eighteen (18) years seniority – four (4) weeks vacation accumulated in the previous year.**
- **Eighteen (18) years but less twenty-four (24) years seniority – five (5) weeks vacation accumulated in the previous year.**
- **Twenty-four (24) years seniority or more - six (6) weeks vacation accumulated in the previous year.**

9.02 Vacation pay is calculated on the Employee's regular earnings for the twelve (12) month period prior to the anniversary date as defined below. Overtime pay, shift differential or premiums shall not be included in the calculation, but statutory holiday pay and vacation pay shall be included.

- **Date of hire through to three (3) years seniority - four percent (4%)**
- **Three (3) years but less than nine (9) years seniority - six percent (6%)**
- **Nine (9) years but less than eighteen (18) years seniority - eight percent (8%)**
- **Eighteen (18) years but less twenty-four (24) years seniority - ten percent (10%)**

- **Twenty-four (24) years seniority or more - twelve percent (12%)**

- 9.03** Payment shall be made on the basis of the Employee's regularly scheduled shift, for each week of vacation entitlement, at the Employee's straight time rate for his/her permanent classification. The total amount paid to the Employee will not exceed the amount of his unpaid vacation accrual. Employees must request vacation pay fourteen (14) days in advance to ensure they receive payment for the period they will be on vacation leave.
- 9.04** As far as possible, Employees shall be granted their choice of vacation leave according to their seniority, but the right to allocate vacation leave periods is reserved by the Company in order to ensure efficient and continuous operation of the Plant.
- 9.05** All Employees are expected to use their full vacation entitlement prior to the end of the year to which he/she is entitled. Exceptions will be considered on an individual basis and Management may elect to approve vacation accrual pay out or carry forward at their discretion.
- An Employee, if entitled, may take up to two (2) weeks of his/her annual vacation in one unbroken period. Any additional time is subject to the approval of Management.
- 9.06** Notwithstanding Apprenticeship technical training, time spent away from the Plant by an Employee who is attending Company approved training will not be deducted when calculating vacation time.
- 9.07** At a time of an Employee's position terminating for any reason, the Employee shall be paid any accrued and unpaid vacation pay as at the time of termination.
- 9.08** **Plant Shutdown:**  
Upon mutual agreement between the Company and the Union, the Plant(s) may be shut down for a period not to exceed one (1) week each. Employees will be advised not later than three (3) months prior to the shutdown date. Employees without sufficient vacation entitlement and/or vacation pay accrual will be required to take time off without pay during the Plant shutdown. In the event that a skeletal crew is required to work during the Plant shutdown, consideration will be based on:
- **Required skills.**
  - **Requirement to take time off without pay.**
  - **Seniority.**

#### **ARTICLE #10 - PROBATIONARY PERIOD**

- 10.01** An Employee is on probation and is not considered a permanent Employee until he/she has completed a period of five hundred and twenty (520) hours worked. A probationary Employee may be subject to layoff or discharge by the Company, and as such shall not be subject to a grievance by the Union, on the layoff or discharge. Otherwise, probationary Employees have access to the grievance procedures as contained within this Collective Agreement.
- All probationary Employees are eligible to receive group Benefits of the Company as described in Article #18 - Health and Welfare Benefits, on the first day of a month, following the completion of three (3) months of service.

#### **ARTICLE #11 - SAFETY**

- 11.01** The Company recognizes the importance of safety in all its operations as demonstrated by the Foremost Industries Inc. CORPORATE SAFETY POLICY. Using this policy a Health and Safety Committee will be structured with the Company and the Union appointing a minimum of **three (3)** representatives each. The purpose of the Committee shall be to meet to discuss Health and Safety issues, conduct plant safety tours

and to review safety procedures and recommend changes or improvements to such procedures and practices as are necessary. They shall meet on a monthly basis.

The Company and the Union shall each select a Co-Chairperson. **The Company Co-Chairperson shall chair** the meetings.

All recorded minutes shall be signed by the Co-Chairs, distributed to the committee members, posted on the bulletin boards and sent to the Local Union. Minutes without both Co-Chairs signatures must not be distributed.

The Committee shall also consider recommendations from the workforce with respect to Health and Safety matters and recommend implementation where warranted.

**11.02** Injured Workers Provisions:

1. When an Employee meets with an accident during working hours, he/she shall be entitled to receive a full days pay for the day he/she sustained such injury, if he/she returns to work immediately following treatment, or if a Medical Doctor forbids him/her to return to work that day.
2. Such employee shall be provided with transportation to their doctor's office or hospital and to their home.

**11.03** All hourly staff working in the Plant or warehouse areas that require safety glasses or prescription safety glasses qualify for some through the Alberta Association of Optometrists (AAO) and **the Company** by following the procedure noted below:

- Frames broken while doing Company business will be replaced as required. Frames can be replaced no more than once per year for normal wear and tear.
- Lenses can, at the discretion of the Foreman/Manager, be replaced more often as needed (when they become unserviceable). Approval must be obtained from the Foreman/Manager prior to replacement.
- Employees must request a form from their Foreman/Manager (who will fill in the appropriate information) prior to visiting a designated optometrist.
- Frames are to be selected from a specific group of frames that are covered under the AAO Plan available from your optometrist.
- Foremost will cover the cost of one (1) basic occupational vision examination every two (2) years, up to a maximum of \$70.00.
- The optometrist will do the exam, provide the appropriate eye wear and then bill Foremost directly for the glasses.

For an Employee to qualify for payment of their eyeglasses, the procedure above must be strictly adhered to.

**11.04** All Employees will receive one hundred and fifty dollars (\$150.00) annually on March 1<sup>st</sup> of each year, towards the purchase of approved safety footwear.

**11.05** RIGHT TO REFUSE:

1. The Company shall ensure that all Employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
2. When a worker exercises their right to refuse, the worker shall notify the Foreman/Manager who shall promptly notify the Union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
3. The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.



4. If the Union co-chair and the Foreman/Manager cannot agree on a remedy to the work refusal, the government inspector shall be called in.
5. No Employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

**11.06 Accident and Incident Inspections:**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident.

**11.07 Education and Training:**

No Employee shall be required or allowed to work on any job or operate any piece of equipment until the Employee has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training.

**11.08 Disclosure of Information:**

The Company shall provide the Union and the Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

**11.09 Right to Accompany Inspectors:**

The Union co-chair or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector out of earshot of any other person.

**11.10 Access to the Workplace:**

Union Health and Safety staff or Union consultants shall be provided access to the workplace and to attend meetings of the Committee or Union committee or for inspecting, investigating or monitoring the workplace.

**11.11 National Day of Mourning:**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

**11.12 Protective Clothing and Equipment:**

The Company shall provide all Employees whose work requires them to wear protective devices, with the necessary tools, equipment and protective clothing chosen by the Committee, including safety footwear (replaced at least once a year) and safety glasses (prescription, if necessary). These shall be maintained and replaced, where necessary, at the Company's expense. Upon termination of employment the Company has the right to withhold the cost of any damaged or unreturned protective clothing and equipment.

**11.13 First Aid Attendants:**

1. There shall be first aid attendants present on all shifts who shall be members of the bargaining unit.
2. The Company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.

**11.14 NO Working Alone:**

No Employee shall be required or permitted to work alone at the Plant.

**ARTICLE #12 - MEETINGS**

- 12.01** The Company agrees to have regular meetings with the Representatives of the Union which will be mutually beneficial to the Employees and the Company. The Company and the Union will have a minimum attendance of two (2) representatives each. Employees will not lose any portion of their regular pay as a result of their attendance at such meetings, but no overtime will be paid as a result of these meetings. Minutes will be accepted and signed by a representative from both parties prior to posting.

- 12.02 For the purposes of negotiating a new contract with the Company, the Union's negotiating team (to a maximum of four (4) Union representatives) will be paid at their regular rate of pay for all time spent during the negotiation process. The Local Union's negotiating team is not to be comprised of more than four (4) elected **or appointed** Union Representatives from the bargaining unit in addition to **any CAW** representatives.

All negotiations will be alternated between being held on Company property and an agreed to neutral site (costs to be split evenly between the parties) unless otherwise mutually agreed upon.

- 12.03 A National Representative **or Local Union Representative** shall be allowed to visit the workplace from time to time for the purpose of grievance investigation and/or Health and Safety issues with the Union Representatives. He/she shall first attain the permission of the Operations Manager or his/her designate. Permission shall not be unreasonably withheld and the said visit is at a mutually convenient time and does not interfere with production.

The National Representative of the Union shall be the Bargaining Agent for the bargaining unit of Employees within **the Company**.

### **ARTICLE #13 - LEAVES OF ABSENCE**

13.01 **Bereavement Leave:**

In the event of the death of an Employee's spouse (including common-law and same-gender partner), child, mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew, grandchildren, grandparents, grandparents of spouse, daughter-in-law and son-in-law, such Employee shall receive a maximum of forty (40) hours off with regular pay provided the Employee attends the funeral or is required to take an active part in estate arrangements. The maximum amount of time off with pay shall be sixty (60) hours where the Employee must travel at least 250 kilometers outside of Calgary to attend the funeral.

13.02 **Voluntary Leave of Absence:**

An Employee may request a voluntary leave of absence to a maximum of ninety (90) consecutive calendar days without pay. In order for Employees to maintain their seniority, written permission for such leave of absence must be obtained from the General Manager. An extension to the ninety (90) days may be requested. If the Employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he will be considered as having terminated his employment. Approval, when granted, shall indicate the commencement and termination dates of the leave, with a copy to the Union.

13.03 **Jury Duty:**

An Employee who is summoned or subpoenaed for jury selection, jury duty, or as a witness, shall be paid for the difference between his regular pay and the pay received for any of the above, for each working day lost while so serving. The Employee must show satisfactory proof of receiving the summons or subpoena, and must provide the Company with a statement of the pay received when claiming the pay difference.

13.04 **Maternity / Paternity Leave:**

The Company agrees to provide Maternity/Paternity/Adoption leave in accordance with the Employment Standards Code in the Province of Alberta. Each of the rights, benefits, terms and conditions for pregnancy and parental leave as set out in the Employment Standards Code as they existed on January 31, 2001, shall be minimum requirements incorporated within this Collective Agreement.

Where this Collective Agreement provides an Employee(s) with a greater right, benefit, term or condition for pregnancy and parental leave than that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.

In the event the Employment Standards code is amended to provide a greater right, benefit, term or condition to an Employee(s) with respect to pregnancy and parental leave than that which existed on January 31, 2001, each of such amended provisions shall be incorporated within this Collective Agreement.

13.05 **Paid Education Leave:**

The Company agrees to pay into a special fund, effective February 1, 2004, two cents (\$0.02) per hour per Employee for all compensated hours for the purpose of providing paid education leave. Said paid Employee Leave will be for the purpose of upgrading the Employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW - Canada and sent by the Company to the following address:

CAW Paid Education Leave Program  
c/o CAW Canada  
205 Placer Court  
North York, ON M2H 3H9

The Union agrees to obtain approval prior to the application for such course. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave will continue to accrue seniority and benefits during such leave.

**ARTICLE #14 - DISCIPLINARY PROCEDURE**

14.01 Investigations into any matters that may result in progressive discipline will be held as quickly as possible. Investigations and applicable discipline will occur within five (5) working days of the Company having knowledge of the incident occurring. In extenuating circumstances, the Company may request from the Union a time extension which will not be unreasonably denied.

Prior to any meetings the Steward or Executive member attending the meeting on the Employee's behalf shall be informed of the issues or claims against the employee. The Steward or Executive member shall be allowed to meet privately with the Employee(s) prior to any discipline being implemented.

Any Employee shall be allowed to inspect his/her own disciplinary file in the presence of the Company, during normal business hours. Any officer of the Union, on behalf of the Employee, may accompany the Employee to inspect his/her own disciplinary file subject to the written authorization of the Employee.

Warnings shall be removed from the Employee's personnel file after one (1) year of non-reoccurrence.

**The parties agree that all interviews of employees or witnesses shall be done jointly and cooperatively by the parties and their designates. The objective of these joint interviews is to produce a joint statement of facts if possible. The parties further agree to share any evidence produced or gathered prior to or during the investigation process. The intention of this clause is to enable the Company and the Union to make educated and informed decisions regarding imposing discipline or whether to grieve such discipline.**

**Right to Union Representation:**

During the disciplinary process, a Union Representative must accompany the Employee in all related meetings.

Copies of all disciplinary notices to any Employee covered by this Agreement shall be forwarded to the Union and placed in the Employee's file.

**ARTICLE #15 - GRIEVANCE PROCEDURE**

15.01 "Grievance" means any circumstance thought to be unjust and grounds for complaint between the parties (Union, Employees and the Company) bound by this Agreement.

15.02 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible.

**Step 1**

Within eight (8) calendar days of the date of the incident giving rise to the grievance, the Employee, with a Shop Steward or designate shall meet with the employee's Foreman/Manager and shall provide a written grievance which will outline particulars, the provisions of the collective agreement allegedly violated and the proposed remedy. The Foreman/Manager will respond in writing within eight (8) calendar days of receipt of the grievance. If no satisfactory settlement has been reached, the grievance can then be referred to Step 2.

**Step 2**

Within eight (8) calendar days of being notified that the grievance has been declined at Step 1, the **Chief Shop Steward or designate shall provide** the Operations Manager **with a written** grievance. The Operations Manager will respond to the grievance in writing within eight (8) calendar days. If no satisfactory settlement has been reached, the grievance can then be referred to Step 3.

**Step 3**

Within eight (8) calendar days of being notified that the grievance has been declined at Step 2, the **Local Union Representative or designate shall provide a written grievance to** the General Manager. The General Manager will respond in writing within eight (8) calendar days. If no satisfactory settlement has been reached, the grievance can then be referred to arbitration pursuant to the Alberta Labor Relations Code.

15.03 Each party shall bear an equal share of the fee and expenses of the arbitrator.

15.04 **Policy Grievance:**

The Union or Company may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation of the Company to the Union or the Union to the Company. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief that affect individual Employees. A policy grievance shall be initiated in writing at Step #3 of the grievance procedure within ninety (90) calendar days of first knowledge of the issue causing the grievance.

15.05 **Group Grievance:**

A group grievance may be filed where a dispute directly affects two (2) or more Employees and could otherwise be properly pursued as separate individual grievances. A group grievance shall list all Employees affected by the grievance **if known or possible to identify**. A group grievance shall be initiated in writing at Step 2 of the grievance procedure within ten (10) working days of notice of the act causing the grievance.

15.06 **Time Limits:**

The parties agree to make every reasonable effort to submit or advance all grievances within the time limits set out in this Article. An extension to the time limits at the various steps of the grievance procedure may be extended by mutual agreement between the Company and the Union. Such extensions shall not be unreasonably denied.

**ARTICLE #16 - DURATION OF AGREEMENT**

16.01 This Agreement shall become effective February 1, **2010**, and shall remain in full force and effect up to and including January 31, **2013**, and from year to year thereafter unless either party desires to modify or terminate this Agreement.

16.02 Either party may, on ten (10) business days notice in writing, require the other party to enter into negotiations for the renewal of the Agreement within the period of sixty (60) days prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

#### **ARTICLE #17 - GENERAL**

- 17.01 In the event any Article or Clause thereof in this Agreement is found to be in conflict with provincial statutes, the parties agree to re-negotiate such clauses for the purpose of making it conform to such provincial statutes where required. All other provisions of this Agreement shall remain in force. It is understood that the provincial statutes, regulations and legislature in effect on the effective date of this Agreement are minimum standards.
- 17.02 It shall not be a violation of the Collective Agreement or cause for discipline for any Employee who, in performance of their duties, refuses to circumvent or cross a picket line recognized by the Union, or refuse to perform any or all duties arising from the Company's discretion to circumvent a picket line.

#### **ARTICLE #18 - HEALTH & WELFARE BENEFITS**

- 18.01 The Company guarantees that the benefits as described in the Booklet entitled Group Benefit Plan - Foremost Calgary Union Employees, will remain the same for the duration of the Collective Agreement and will not be reduced in any manner.
- 18.02 The Company guarantees to all Employees and their dependents, the Benefits as described in the Booklet entitled Group Benefit Plan - Foremost Calgary Union Employees. Benefit coverage will be the same for same sex partners. The Company agrees to continue to pay the total cost of the benefit package with the exception of Long Term Disability and Alberta Health Care.
- 18.03 The Company agrees that the Benefits described in the Booklet entitled Group Benefit Plan - Foremost Calgary Union Employees is hereby considered part of the Collective Agreement and will remain the same for the duration of the Collective Agreement and will not be reduced in any manner.
- 18.04 The Company agrees to re-introduce a "swipe card" as part of the Health and Welfare benefit package no later than March 1, 2001.
- 18.05 The Company agrees that the Dental Care reimbursement will be based on the last published Alberta Dental Fee Guide plus the annual percentage increase as agreed upon by the Canadian Life and Health Insurance Association (CLHIA).
- 18.06 All matters of administration shall not be subject to the grievance arbitration proceedings of this Collective Agreement.

#### **ARTICLE #19 - PENSION PLAN**

- 19.01 Effective February 1, 2001 the Company will establish a payroll deduction system in conjunction with the Union and the Employees to deduct and remit specified amounts from Employees to a Group RRSP. Effective February 1, **2011** the Plan will provide for matching contributions from the Company, and the Employees of **four and one quarter percent (4.25%)**.

#### **ARTICLE #20 - NO DISCRIMINATION**

- 20.01 The Company and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of age, marital status, family status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

## **ARTICLE #21 - HUMAN RIGHTS AND HARASSMENT**

21.01 The Company and the CAW are committed to providing a harassment-free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome,” that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Provincial Human Rights Code. All Employees are expected to treat others with courtesy and consideration and to discourage harassment.

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

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

Harassment is NOT:

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

Filing a Complaint:

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

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with time, dates, location, witnesses and details;
- Report the incident to the Operations Manager and/or **Chief Shop Steward**.

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

Investigation:

Upon receipt of the complaint, the Operations Manager or the **Chief Shop Steward** contacted will immediately inform their Union or Company counterpart and together they will then interview the Employee and advise the Employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Operations Manager and the **Chief Shop Steward**..

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

Resolution:

The **Chief Shop Steward and/or designate** and the Operations Manager or their designate will then complete a report on the findings of the investigation. The **Chief Shop Steward and/or designate** and the Operations Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

Right to Refuse:

An Employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an Employee is being threatened, it may be necessary for that Employee to leave the job. In such case, the complainant advises the Operations Manager, who in turn advises the Union representative.

The complainant is re-assigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.

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

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

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

The schedules attached to this Agreement shall be considered as part of this Agreement.

In witness thereof, the Parties have executed this Agreement on this \_\_\_\_ day of **March, 2010**.

FOR THE COMPANY:

\_\_\_\_\_  
Pat Breen  
President

\_\_\_\_\_  
Chris Franklin Hall  
Operations Manager

\_\_\_\_\_  
Mike Strilchuk  
Business/System Analyst

\_\_\_\_\_  
Shirley Stroud  
Senior Accountant

FOR THE UNION:

\_\_\_\_\_  
Garry French  
Bargaining Committee

\_\_\_\_\_  
Alan Willey  
Bargaining Committee

\_\_\_\_\_  
Ernie Jenkinson  
Bargaining Committee

\_\_\_\_\_  
Stephen McDonald  
Bargaining Committee

\_\_\_\_\_  
Todd Romanow  
CAW National Representative

\_\_\_\_\_  
Kevin Partridge  
CAW Local 4050 Representative



**SCHEDULE "A"**

Classification	01-Feb-10			01-Feb-11			01-Feb-12		
	MIN	MEAN	MAX	MIN	MEAN	MAX	MIN	MEAN	MAX
Truck Driver	\$14.00	\$17.39	\$20.77	\$14.28	\$17.74	\$21.19	\$14.57	18.09	21.61
Casual Labourer	\$14.00	\$17.39	\$20.77	\$14.28	\$17.74	\$21.19	\$14.57	18.09	21.61
Plant Labourer	\$14.00	\$17.39	\$20.77	\$14.28	\$17.74	\$21.19	\$14.57	18.09	21.61
Machine Operator	\$20.02	\$22.18	\$24.35	\$20.42	\$22.62	\$24.84	\$20.83	\$23.07	\$25.34
Parts Technician	\$20.02	\$22.18	\$24.35	\$20.42	\$22.62	\$24.84	\$20.83	\$23.07	\$25.34
Paint Prep Labourer	\$20.02	\$22.18	\$24.35	\$20.42	\$22.62	\$24.84	\$20.83	\$23.07	\$25.34
Mechanical Assembler	\$20.02	\$22.18	\$24.35	\$20.42	\$22.62	\$24.84	\$20.83	\$23.07	\$25.34
Building Maintenance Tech	\$20.02	\$22.18	\$24.35	\$20.42	\$22.62	\$24.84	\$20.83	\$23.07	\$25.34
Painter	\$23.81	\$25.97	\$28.14	\$24.29	\$26.49	\$28.70	\$24.78	\$27.02	\$29.27
Mechanic	\$23.81	\$25.97	\$28.14	\$24.29	\$26.49	\$28.70	\$24.78	\$27.02	\$29.27
Building Maintenance Specialist	\$23.81	\$25.97	\$28.14	\$24.29	\$26.49	\$28.70	\$24.78	\$27.02	\$29.27
Journeyman Parts Technician	\$23.81	\$25.97	\$28.14	\$24.29	\$26.49	\$28.70	\$24.78	\$27.02	\$29.27
Machinist	\$23.81	\$25.97	\$28.14	\$24.29	\$26.49	\$28.70	\$24.78	\$27.02	\$29.27
Journeyman Welder	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Mechanical Specialist	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Journeyman Machinist	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Journeyman Painter	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Hydraulic Specialist	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Electronic Specialist	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Electrician	\$27.59	\$29.76	\$31.92	\$28.14	\$30.36	\$32.56	\$28.70	\$30.97	\$33.21
Field Service Technician	\$30.84	\$33.00	\$35.17	\$31.46	\$33.66	\$35.87	\$32.09	\$34.33	\$36.59
Charge Hand	\$31.92	\$34.09	\$36.25	\$32.56	\$34.77	\$36.98	\$33.21	\$35.47	\$37.72
<b>Premiums</b>									
Afternoon shift premium		\$1.25			\$1.25			\$1.25	
Night shift premium		\$2.00			\$2.00			\$2.00	
Weekend shift premium		\$3.50			\$3.50			\$3.50	
EMR premium		\$1.50			\$1.50			\$1.50	
Lead Hand premium		\$1.75			\$1.75			\$1.75	
Field service premium		\$3.00			\$3.00			\$3.00	
<b>Apprentice Wages</b>									
Apprentice Wages	01-Feb-10			01-Feb-11			01-Feb-12		
Parts Technician Apprentice									
First Period		\$15.58			\$15.89			\$16.21	
Second Period		\$19.48			\$19.87			\$20.27	
Third Period		\$23.37			\$23.84			\$24.31	
Welder Apprentice									
First Period		\$17.85			\$18.21			\$18.57	
Second Period		\$22.32			\$22.77			\$23.22	
Third Period		\$26.78			\$27.32			\$27.86	
Machinist Apprentice									
First Period		\$17.85			\$18.21			\$18.57	
Second Period		\$20.83			\$21.25			\$21.67	
Third Period		\$23.81			\$24.29			\$24.77	
Fourth Period		\$26.78			\$27.32			\$27.86	
Mechanical Apprentice									
First Period		\$17.85			\$18.21			\$18.57	
Second Period		\$20.83			\$21.25			\$21.67	
Third Period		\$23.81			\$24.29			\$24.77	
Fourth Period		\$26.78			\$27.32			\$27.86	

- Effective February 1, 2004 when an Employee is being advanced from one Job Classification to another or within his/her present Job Classification, he/she shall receive a minimum increase of fifty cents (\$.50) per hour provided that such increase shall not exceed the maximum rate for the Job Classification.
- Apprenticeship Rates - Wages shall be paid in accordance with the Apprenticeship Regulations, but in no case less than the following Schedule:

**All Employees, with exception of those within the Truck Driver, Casual Labourer and Plant Labourer classifications, must reach the “mean” wage range by the later of one (1) calendar year from their start date or 2000 hours of earned wages. Those within the Truck Driver, Casual Labourer and Plant Labourer classifications must reach the “mean” wage by the later of two (2) calendar years from their start date or 4000 hours of earned wages.**

**Promotional Increase:**

An Employee may receive a promotional increase based on Performance Appraisals, which will be completed by September each year.

**Field Service Pay:**

The parties agree that anyone in this classification when travelling shall receive a maximum of eight (8) hours straight time pay per day. This is paid on top of any work or standby time.

**SCHEDULE “B”**

Shift No.	Description	Shift Start	Shift End	Shift Length	Lunch Min	Coffee Breaks	First Day	Standard Work Period															
								M	T	W	TH	F	S	SU	M	T	W	TH	F	S	SU		
1	Regular Days	7:00 AM	3:30 PM	8.50	1/30 unpaid	2/15	Mon	x	x	x	x	x				x	x	x	x	x			
2	Regluar Afternoons	3:30 PM	11:30 PM	8.00	1/20 paid	2/15	Sun	x	x	x	x				x	x	x	x	x			x	
3	Regular Graveyard	11:00 PM	7:00 AM	8.00	1/20 paid	2/15	Sun	x	x	x	x				x	x	x	x	x			x	
4	4-10's Days/M-Th	6:00 AM	4:30 PM	10.50	1/30 unpaid	2/15 & 1/10	Mon	x	x	x	x				x	x	x	x					
5	4-10's Days/T-Fri	6:00 AM	4:30 PM	10.50	1/30 unpaid	2/15 & 1/10	Tues		x	x	x	x				x	x	x	x				
6	4-10's Afternoons	3:30 PM	1:30 AM	10.00	1/20 paid	3/15	Mon	x	x	x	x				x	x	x	x					
7	Weekends	6:00 AM	6:30 PM	12.50	1/30 paid	3/15 & 1/10	Fri							x	x	x					x	x	x

Letter of Understanding

RE: Vacation Transition

Between

Foremost Industries LP

And

CAW Local 4050

In order to facilitate the change from the current vacation process to the new proposed model, the following transition arrangement has been established and agreed to:

Employees shall receive the old method of accrual up until the date of ratification, after the date of ratification the new accrual process shall begin. Employees currently on layoff shall stay under the old system until they return to work.

Should any unexpected problems arise where an Employee is disadvantaged due to unforeseen circumstances, the parties shall meet to try and resolve the issue.

Dated this 10<sup>th</sup> day of February, 2010.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Pat Breen

\_\_\_\_\_  
Todd Romanow