

COLLECTIVE AGREEMENT

BETWEEN

ANCHOR INDUSTRIES LTD.

AND

**UNITED STEELWORKERS OF AMERICA
ON BEHALF OF LOCAL UNION 2952**

March 1, 2002 to February 28, 2004

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COLLECTIVE AGREEMENT

**BETWEEN: ANCHOR INDUSTRIES LTD
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

OF THE FIRST PART

**AND: UNITED STEELWORKERS OF AMERICA (On behalf of Local Union
2952)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OF THE SECOND PART

WITNESSTH: WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

ARTICLE 1 - BARGAINING AGENCY & RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 2 - Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.
- 1.02** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit which may deny an employee of job opportunity, overtime, or, which may result in temporary or permanent layoff.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01** The term "*employee*" as used in and for the purpose of this Agreement shall include all employees of the Company, except those employees specified in 2.02 hereof.
- 2.02** The foregoing section of this Article shall not apply to office staff, salesmen and supervisory officials, and branches .

ARTICLE 3 - MANAGEMENT

- 3.01** The management and operation of the Company, and the direction and promotion of the employees, including the right to hire and to discharge for just cause, is vested in the management, provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees, and provided further that management rights under this Article shall not be exercised in any way inconsistent with or in violation of any of the terms or provisions of this Agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 The Company agrees that as a condition of continued employment, every employee covered by this Agreement shall become a member and remain a member in good standing, within thirty (30) days of the date which he was last hired.

4.02 (a) Upon receipt of a signed authorization the Company agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the international Union and communicated to the Company by the Union. The total amount so deducted shall be forwarded to the Union, together with a completed Summary of Union Dues (USWA R115 Form) and a itemized statement of same, in duplicated, in the manner provided for in sub-section (e) hereof. Such deductions shall appear on each employee's annual Statement of Remuneration (T4 Form).

(b) Upon receipt of a signed authorization, the Company agrees to deduct an International Union assessment(s) when so advised by the International Union Treasurer or his deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted shall be forwarded to the Union with an itemized statement of same, in duplicate, in the manner provided for in sub-section (e) hereof.

(c) The Company agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of a signed authorization. The total amount so deducted shall be forwarded to the Union with an itemized statement of same in duplicate in the manner provided for in sub-section (e) hereof.

(d) Cheques shall be made payable to Leo W Gerard (or his successor) the International Secretary-Treasurer, United Steelworkers of America. Until further notice from the Union, all cheques shall be forwarded, prior to the fifteenth (15th) of the month following that to which the deductions apply, as follows:

International Secretary-Treasurer
United Steelworkers of America
Unit D Box 34223
Vancouver, British Columbia
V6J 4N1

The duplicate itemized statement shall be forwarded as follows:

United Steelworkers of America
Local Union 2952
7820 Edmonds Street
Burnaby, British Columbia V3N 1B8

(e) The Company agrees to deduct assessments for the death benefits upon receipt of an authorization signed by the employee. The amount so deducted shall be forwarded to:

Union Assistance Plan
C/O USWA Local Union 9705
1186 Cedar Avenue Trail, B.C.
V1R 4B7

4.04 The Company agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign and continue in effect the check-off form set forth herein, authorizing the company to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claims which may arise in complying with the provisions of this Article. Such authorization shall be substantially in the form set out below:

NAME _____ **LEDGER NO.** _____

I HEREBY AUTHORIZE Anchor Industries Ltd. to deduct once each month the regular dues as provided for in the constitution of the United Steelworkers of America and to forward the amount so deducted to the United Steelworkers of America, Local Union 2952.

I hereby acknowledge that the amount of the said monthly dues may vary each month in accordance with my monthly "*total earnings*" as the said term is defined in the Constitution.

I further authorize the Company to deduct the \$10.00 initiation fee (disregard if crossed) and assessments and fines in an amount pursuant to the order of the United Steelworkers of America.

This revokes all previous authorities signed by me regarding union fees, dues, assessments and fines.

Date _____ Witness _____ Signed _____

ARTICLE 5 - HOURS OF WORK

5.01 (a) The standard work day shall consist of eight (8) hours, worked between the hours of six (6) a.m. and nine (9) p.m. with a designated lunch period of at least thirty (30) minutes, Monday to Saturday inclusive. There will be no split shifts.

(b) Those employees who's employment commenced before February 28, 1986 shall have consecutive days off, one (1) of which shall be Sunday.

(c) (i) In recognition of events that point to the possibility of Sunday openings and the employers concern for the viability of his business, the Union agrees that if the employer deems if necessary, in the view of the actions of his major competitors, as in opening on Sundays, that the work week will be adjusted to facilitate Sunday openings.

(ii) In the event of Sunday openings all employees will have consecutive days off, of which one (1) will be Saturday or Sunday.

5.02 If an afternoon shift is employed, the standard work shift shall be seven and one-half (7 ½) hours worked between the hours of four-thirty (4:30) p.m. and twelve-thirty (12:30) a.m., with a designated thirty (30) minute lunch period, Monday to Friday inclusive. Employees shall receive eight (8) hours pay.

5.03 If a night shift is employed, the standard work shift shall be seven (7) hours, worked between the

hours of twelve-thirty (12:30) a.m. and eight (8:00) a.m., with a designated thirty (30) minute lunch period, Monday to Friday inclusive. Employees shall receive eight (8) hours pay.

5.04 Five (5) shifts, Monday to Saturday inclusive, shall constitute a regular week's work. Preference in scheduling shall be in accordance with seniority.

5.05 (a) Time worked in excess of forty (40) hours per week as herein specified shall be considered as overtime.

(b) All employees shall be paid two (2) times their regular rate for any hours worked in excess of eight (8) hours per work day, and for all work performed on Sundays, and the following Statutory Holidays, except when article 5.01 (c) is invoked, Sunday will be excluded.

New Year's Day
Good Friday
Easter Monday
Empire Day
Dominion Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

5.06 An employee shall have twelve (12) hours rest between shifts. In the event an employee is recalled to work before such twelve (12) hours elapse, he shall be paid the appropriate premium rate, except on a change from the afternoon to day shifts when seven and one-half (7 ½) hours will prevail. It is understood that the foregoing will not apply when the provisions of Article 5.10 call-in pay are involved.

5.07 Employees called in before their regular starting time shall be paid at double time (2X) rates for time worked prior to their regular starting time.

5.08 (a) When additional shifts are required and do not continue for two (2) consecutive shifts then double time (2X) will be paid.

(b) Employees shall be given twenty-four (24) hours notice of a change of shift. In the event that twenty-four (24) hours notice is not given, the employee shall receive double time and one-half (21/2) his regular rate for all hours worked on the first shift of such shift change.

5.09 Men required to work during their lunch period shall be paid double time (2X) for that period; but in no event shall employees be required to work more than five (5) consecutive hours without sufficient time off to eat lunch..

5.10 Subject to the exceptions set forth in this section, any employee reporting for, or called in to work, shall receive a minimum of four (4) hours pay at his regular rate, providing that, if four (4) hours work is not available at his regular job, he shall perform such other work as may be assigned to him to qualify for such pay.

The provisions of this section shall not apply in case of shutdown necessitated by emergencies beyond the control of the Company, or if the employee:

(a) voluntarily quits, or

(b) was previously instructed not to report, and in any such event or circumstances he shall then be paid for the actual time worked.

- 5.11 The lunch period shall be mutually arranged between the Company and the employee.
- 5.12 Employees who remain on the job and work more than three (3) hours overtime, after completing their normal shifts, shall be allowed one-half (1/2) hour for a supper break. This 1/2 hour period to be paid for at the employee's regular rate.
- 5.13 Parties to the Collective Agreement are agreed that all overtime will be voluntary.
- 5.14 Overtime shall be distributed equitably amongst the employees.
- 5.15 In event of a work shortage or a reduction or discontinuance of operations, the company agrees to confer with the Union for the purpose of considering shortening the work hours and /or working week as an alternative to laying of employees. The company and the Union are agreed that the sharing of work is preferable to laying off employees.

ARTICLE 6 – STATUTORY HOLIDAYS

- 6.01 (a) All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such holiday:

<ul style="list-style-type: none"> New Year's Day Good Friday Easter Monday Empire Day Dominion Day B.C. Day 	<ul style="list-style-type: none"> Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day
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- (i) Heritage Day to be included as a Statutory Holiday at such time the B.C. Government proclaims Heritage Day as a Statutory Holiday.
- (b) Payment for any Statutory Holidays above-stipulated will not be void should such holiday(s) be observed on the immediately preceding or following Monday.
- (c) In order to qualify for the eight (8) hours' pay for a Plant Holiday as set forth in 6.01 (a), the employee must have thirty (30) calendar days' service with the Company and must be at work the day preceding and the day following the holiday. Except where permission was previously obtained or the employee had a justifiable reason for being absent.
- (d) Should any of the above-stipulated statutory holidays occur during the employee's vacation period, he shall be given an extra day's vacation with pay.
- (e) Employees who work on a Statutory Holiday may elect to take a substitute day off with pay at a later mutually acceptable time but not later than his next following annual vacation.

ARTICLE 7 - VACATIONS

7.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

Years of Continuous Service	Vacation Period	Vacation Pay
1 year but less than 3 years	2 weeks	4% or 2 weeks
3 years but less than 7 years	3 weeks	6% or 3 weeks
7 years less than 14 years	4 weeks	8% or 4 weeks
14 years but less than 18 years	5 weeks	10% or 5 weeks
18 years but less than 30 years	6 weeks	12% or 6 weeks
30 years and over	7 weeks	14% or 7 weeks

7.02 Authorized leave of absence for sickness or accident or other cause acceptable to the Company shall not affect the employee's rights in respect of holidays with pay.

7.03 The company agrees to confer with its employees and attempt to meet their individual holiday preferences.

7.04 In no instance and under no circumstances shall vacation pay be granted to any employee until such vacation is actually taken.

7.05 The vacation allowance may be drawn on the working day preceding the vacation.

ARTICLE 8 - SENIORITY

8.01 (a) The parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "*seniority*" as used herein, shall have reference to any employee's right to a job based upon his length of service within the Company and his ability to efficiently fulfil the job requirements.

The Company shall be the judge in determining an employee's qualifications. This judgment shall be made in a fair and equitable manner.

(b) All promotions, transfers, filling of vacancies, layoffs, terminations, shall be done strictly in accordance with the principle set forth in 8.01 (a).

(c) Seniority of each employee covered by this Agreement shall be established after a probation period of Forty-five (45) calendar days worked and shall count from date of employment.

(d) Seniority shall be maintained and accumulated during absence due to:

1. Layoff;
2. Sickness, or non-compensable accident covered by authorized leave of absence;
3. Authorized leave of absence;
4. Absence from employment while serving in Canada's Armed Forces;

5. Absence from employment on Union business.
- (e) An employee shall lose his seniority standing and his name shall be removed from all seniority listings for any of the following reasons:
1. If the employee voluntarily quits;
 2. If the employee is discharged and not reinstated under the terms of this Agreement;
 3. If the employee is laid off and fails to return to work within five (5) working days after he had been notified to do so by the Company by registered mail to his last known address;
 4. If on layoff for lack of work for a period of more than twelve (12) consecutive months;
 5. Employees, who are laid off for a period of five (5) days or more, must be given one (1) week's notice of such lay-off. In the event one (1) weeks notice is not given the employee(s) so affected shall receive one (1) weeks pay at his normal rate of earnings. Employees leaving the job must give one (1) weeks notice of such intent.

ARTICLE 9 - SAFETY AND HEALTH

- 9.01** The Company agrees to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment.
- 9.02** It is mutually agreed that a Safety Committee consisting of two (2) employees selected by the Union (bargaining unit) shall meet with a management representative or representatives not less frequently than once a month, in accordance with the Workers' Compensation Board Regulations. Minutes of such meetings shall be posted on the Notice Board.
- 9.03** Any employee suffering injury while in the employ of the Company, must report immediately to Management or as soon thereafter as possible, and also report to Manager upon returning to work.
- 9.04** Adequate washroom, lunchroom and, where necessary, locker facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 9.05** All employees as well as the Company shall observe the simple rules of good housekeeping and sanitation.
- 9.06** The Company agrees to provide one (1) pair of work boots per year to each employee. The limitation to the company shall be one hundred (\$100.00) per pair in any one (1) year.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01** The Company agrees to confer with the Shop Steward of the Union prior to discharging or suspending any employee.
- 10.02** Any employee being discharged, laid off, or leaving of his own accord, shall be paid all wages due to him as promptly as possible or in any event, within forty-eight (48) hours of the expiration of the next working day.
- 10.03** The Union shall have the use of a Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting paper, notices, etc., which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.
- 10.04** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in the city of Prince George, B.C. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address in the City of Burnaby, B.C.
- 10.05** When the Company finds it necessary to layoff or discharge a Shop Steward, the Union Representative shall be notified prior to such layoff or discharge.
- 10.06** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 10.07** Representatives of the Union shall have access to the Company's premises providing they do not cause workmen to neglect their work.
- 10.08** There shall be two (2) fifteen (15) minute rest periods, one (1) midway between each half of each shift.
- 10.09** The Company shall supply free gloves and coveralls for the employees to use during working hours.
- 10.10 Bereavement Pay**
- If a death occurs in the immediate family of any employee, the Company will grant paid leave of absence as follows:
- (i) three (3) days if the employee attends the funeral of parents, parents-in-law, wife, husband, children, brother and sister.
 - (ii) one (1) day if the employee does not attend the funeral of parents, parents-in-law, wife, husband, children, brother and sister.
- 10.11** The Company may grant employees a Leave of Absence for personal reasons or on compassionate grounds.
- Employees requesting leave under this Article must notify the Company twenty-four (24) hours in advance of the day(s) for which such leave is required. This Article shall not apply in cases of unforeseen circumstances or emergencies beyond the control of the employees.
- 10.12** The Company agrees in respect of payment of wages to include a statement, setting forth particulars to inform the employee of the manner in which his pay was calculated and an explanation of all deductions.

The Company shall at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular payday, payment will be made the preceding day.

10.13 PENSION PLAN

Each employee shall be given an allowance of three percent (3%) of gross earnings of be applied to a self-administered pension plan. Payment will be made on the anniversary of the employee's date of employment. If an employee leaves the Company he will be paid on a pro-rata three (3%) from his anniversary date.

10.14 JURY DUTY

If an employee is summoned or subpoenaed for jury selection or jury duty, the Company shall grant the employee leave of absence with pay, which shall be the difference between his regular pay and the monies received for jury duty. On any day when an employee is called but not chosen for duty, he must return to work for the balance of the shift. He must supply the Company with a statement of time reporting and release when not chosen for duty and official statement of payment duty.

10.15 FIRST AID ATTENDANTS

\$.25 per hour over occupational rate - Level I

\$.40 per hour over occupational rate - Level II

The First Aid certificate requirement of the Workers' Compensation Board will determine the premium that will be paid.

Any employees requested to take First Aid shall receive the appropriate leave of absence. Any employee, who is taking the course for the first time and is unsuccessful in completing the course, will be required to pay the tuition fee.

Employees required to attend First Aid courses will be reimbursed regular wages for lost time while in attendance at a course.

10.16 Leave for Union Business

Employees who have been elected or appointed by the Union to attend Union gatherings will be granted a leave of absence without pay for this purpose; however, not more than one (1) employees at any one time. The union must give the Company fourteen (14) days notice in writing.

These leaves are not to exceed two (2) weeks. The parties agree to meet and discuss any requested leaves that, if granted, would cause undue hardship to the Company's operation.

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10.17 HUMANITY FUND The Company agrees to deduct \$20.00 from each employee on October 1st each year and forward to the United Steelworkers Humanity Fund.

10.18 UNION SAVINGS PLAN The Company agrees to provide payroll deduction for employees who enrol in and contribute to the Steelworker District 3 Savings Plan. At the beginning of each calendar year, the employee shall authorize the Company in writing as to a fixed dollar amount to be deducted from the last pay period of the month and forwarded to the Plan. Such authorization shall be irrevocable until the end of the calendar year. Deductions will be forwarded to the Plan by the fifteenth of the month following the deduction.

10.19 HUMAN RIGHTS The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, including sexual and racial harassment. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee.

In any arbitration case arising out of this Article, where an arbitrator finds that harassment has occurred, the arbitrator may impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other employees. The arbitrator may direct a transfer or reassignment of the perpetrator to another location or shift assignment without regard to their seniority.

10.20 a) Personnel Records

(i) One personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.

(ii) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.

(iii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.

(b) **Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

(c) **Relief**

All written warnings, reprimands, suspensions, and discharges shall be rescinded, and removed from the Employee's personnel file, after a period of twenty-four (24) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

10.21 Letters of Understanding and Memorandums

- (a) **Form Part of Collective Agreement** The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- (b) **Copies to Union** The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices, which form part of the current Collective Agreement.
- (c) **Renewal All Agreements** Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

Renewed Letters of Understanding shall remain in effect during the terms of this Agreement

10.22 Union Representation

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- (b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- (c) The Employer will be notified by the Union of the names of the Shop Stewards, and any changes made thereto.
- (d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than one Employee and an alternate plus the Unit President.
- (e) When the legitimate business of a Unit President, Grievance Committee Member, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- (f) The Employer agrees that Unit President, Shop Stewards, Grievance Committee Members and Safety Committee members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business.

10.23 Negotiating Committee

- (a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than one Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- (b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- (c) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

- (e) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Negotiating Committee on the day shift.

10.24 NO STRIKE NO LOCKOUT

- (a) It is agreed by the Union that there shall be no strikes, walkouts or interruption of work during the period of this Agreement.
- (b) It is agreed by the Company that there shall be no lockouts during the period of this agreement.
- (c) No employee shall be required to cross a picket line which has been recognized by the Union and no employee shall be required to handle any product or accept any service which has been declared "unfair" or "hot" by the Union. Refusal to cross a picket line or handle products or accept a service as set forth herein shall not constitute a violation of the Collective Agreement.

10.25 TOOL ALLOWANCE

The Company agrees to provide for the repair or replacement of employee owned tools used on the job to a maximum of \$100.00 in any calendar year.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

STEP 1 It is generally understood that an Employee has no complaint or grievance until he, either directly or through the Union, has first given the Employee's Supervisor an opportunity to adjust the complaint.

If, after registering the complaint with the designated Management Representative, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

STEP 2 The grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated management Representative within a further three (3) working days give the Employer's answer on the grievance form, and return it to the Union.

STEP 3 If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the designated management representative, who shall within three (3) working days, hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union, or his designee and the grievor may be present at this meeting, if requested by either Party. The Employer's representative will within a further three (3) working days give the Employer's decision in writing to the Union on or attached to the grievance form.

If settlement is not reached the grievance will proceed to Step 4.

STEP 4 Arbitration or Expedited Arbitration.

11.02 TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
<u>Step 1</u>	Within 10 days of the grievor's knowledge of the occurrence of the grievance	5 days
<u>Step 2</u>	Within 5 days of answer	5 days
<u>Step 3</u>	Within 5 days of answer	5 days
<u>Step 4</u>	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

- 11.03 DISCHARGE CASES** If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.
- 11.04 WARNING - SUSPENSION - DISCHARGE** Employees may only be warned, suspended or discharged for just cause suspension days will run as consecutive working days.
- 11.05 GROUP OR GENERAL GRIEVANCES** Grievances of a general or group nature will be put in writing and instituted at Step 2.
- 11.06 TIME LIMITS - FAILURE TO ACT** If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.
- 11.07 GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** At each of the three grievance steps the Company and the Union may have equal representation.
- 11.08 COMPANY REPRESENTATIVE - STEPS 2 AND 3** If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

ARTICLE 12 - EXPEDITED ARBITRATION

- 12.01** Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the collective agreement, with due regard to the following.

- 12.02** An Arbitrator, shall be appointed by the Vice-Chairman – Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three parties.

- 12.03 (a)** Within thirty (30) calendar days after receipt of the Step 3 answer Local Union 2952 shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the Plant Manager, or their designate. Should the representatives of the Company deem that the issue does not meet the criteria of section 12.06 (a) of this Article, Local Union 2952 will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section 12.06 (a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the Union for further determination as if at the conclusion of the Third Stage of the grievance procedure.

- (b)** The next panel member shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and Union Representatives. The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three parties.

- 12.04** Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated representative of Local Union 2952 and a designated representative of the local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

- 12.05 (a)** The hearing shall be informal

- (b)** No briefs shall be filed or transcripts made

- (c)** There shall be no formal evidence rules

- (d)** The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.

- (e)** If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to the Local Union for final deposition.

- (f)** The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. Their decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both parties.

- 12.06 (a)** Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

- (b)** The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 13.10 of this Agreement.

ARTICLE 13 - ARBITRATION

- 13.01** Whenever pursuant to the provisions of this Agreement a reference to Arbitration is invoked, the parties shall, within seven (7) days following such notice, select a single Arbitrator by mutual agreement, from the Arbitrators Association of British Columbia. Failing mutual agreement appointment shall be made by the Minister of Labour of the Province of British Columbia upon request of either party.
- 13.02** The Arbitrator shall hear and determine the difference or allegation and shall render his/her decision within a maximum of ninety (90) days following arbitration.
- 13.03** The parties shall jointly bear the costs of the arbitrator. Each of the parties shall bear the expenses and charges of its representatives. No costs of arbitration shall be awarded to or against either party.
- 13.04** An arbitrator named in accordance with this article shall be governed by the provisions of this agreement and shall not have the right to add to; delete from; to change; or make any decisions contrary to the provisions of this agreement. The decision of the arbitrator shall be final and binding on both parties.
- 13.05** Except where specifically provided otherwise by Statute, the parties agree to abide by the provisions of Appendices "A" and "B" as the only means of resolving any differences which may arise during the term of this agreement. All employees, exempt those discharged or suspended, shall continue to work as usual without curtailment or restriction of normal production, and the company shall not lock out the employees.
- 13.06** A claim by an employee that he has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending or laying off the employee, or by reinstating the employee with full or partial compensation for time lost as seems just and equitable in the opinion of the conferring parties or the Arbitrator as the case may be.

ARTICLE 14 - WELFARE PLAN

- 14.01** An approved Medical Plan shall be made available to all employees covered by this agreement. The cost of this Plan shall be paid one hundred percent (100%) by the Company.
- 14.02** Upon completion of three (3) months service with the Company all employees shall be covered by the following Welfare plan:
 - (a)** The Company agrees to provide full Medical Services Plan of B.C. Benefits;
 - (b)** The Company agrees to provide full Medical Services Association Extended;
 - (c)** The Company agrees to provide Dental Insurance as follows:

Level I	Basic Service	100%
Level II	Supplementary Service	100%
Level III	Dentures	50%
Level IV	Major restorative Services	50%

Maximums: Level I and II – Unlimited

Level III and IV – Combined to a maximum of \$1000.00 per insured person per calendar year.

- (d) A weekly Indemnity Plan to cover sickness and non-compensable accidents as follows:
 - (i) Sickness which does not require hospitalization shall be paid from the fourth (4th) day;
 - (ii) Sickness or accident which results in hospitalization shall be paid from the first (1st) day.
 - (iii) Maximum payments for any one (1) sickness or accident shall be twenty-six weeks in conjunction with U.I.C. , M.I.A. conditions.
 - (iv) WEEKLY INDEMNITY \$420.00 or UIC maximum whichever is greater (1-4-26) *

* Indexed to U.I.C. maximum if amount above exceeded.
- (e)
 - (i) Life Insurance Coverage \$25,000.00
 - (ii) A. D. & D. Coverage \$25,000.00
- (f) Lay-off Coverage
 - (i) Coverage will be provided during lay-off up to accumulative maximum of (1) month in a calendar year, beyond the current month of lay-off. Weekly Indemnity and Life Insurance will be exempt from lay-off coverage.
 - (ii) Coverage during lay-off will be supplied without charge.
- (g) Vision Care. The employer shall pay 50% of the cost of prescription safety glass for each employee that requires them, once each calendar year, or alternatively, \$200.00 once in any two year period (for the same purpose) at the discretion of the employee.

14.03 SICK LEAVE

The Company agrees to provide sick benefits to employee after ninety (90) days employment to the extent of six (6) days sick leave with full pay during each year. Sick leave allowance shall be calculated from March 1 to February 28 of the following year.

New employees shall receive sick leave in the first year pro-rated on their length of service in that year.

ARTICLE 15 - APPENDICES

15.01 Attached hereto and forming part of this Agreement are the following Appendices:

“A” SCHEDULE OF CLASSIFICATIONS AND WAGE RATES (WITH THE EFFECTIVE DATES) AND SPECIFIC CLAUSES HAVING A DIRECT BEARING ON WAGES

ARTICLE 16 - DURATION OF AGREEMENT

16.01 Duration of Agreement to be March 1, 2002 to and including February 28, 2004.

16.02 Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement shall commence negotiations. During this period of negotiations this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement this ____ day of _____, 2003.

**ON BEHALF OF THE COMPANY:
ANCHOR INDUSTRIES LTD**

**ON BEHALF OF THE UNION:
UNITED STEELWORKERS
OF AMERICA
(ON BEHALF OF LOCAL UNION 2952)**

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATIONS

C.01 WAGES

GROUP	CLASSIFICATION	SERVICE	MAR.1 1999	1% Mar 1 2000	1.5% Mar1 2001
1	HELPER	0-12 MONTHS	13.37	13.50	13.71
2	SHOP EMPLOYEE	13-24 MONTHS	15.11	15.26	15.49
3	SHOP EMPLOYEE	25-48 MONTHS	16.92	17.08	17.35
4	SHOP EMPLOYEE	49-60 MONTHS	18.88	19.07	19.35
5	SHOP EMPLOYEE	61 AND OVER	20.93	21.14	21.46

C.02 If any new job classifications are to be established or if any job classifications have been overlooked in this wage schedule the parties hereto are agreed to negotiate a rate of the job(s) in question and shall select a suitable job title.

If the parties are unable to reach an agreement, then the dispute shall be settled through the grievance and arbitration procedures of this Agreement.

C.03 PREMIUMS

LEADHANDS	\$.25 per hour plus occupational rate
CHARGEHANDS	\$.40 per hour plus occupational rate
SHIFT CHARGEHAND	\$.50 per hour plus occupational rate

SHIFT DIFFERENTIAL

AFTERNOON SHIFT	\$.20 per hour
NIGHT SHIFT	\$.40 per hour

If or when open Sundays a premium of one dollar and fifty cents (\$1.50) per hour will be paid for the hours worked on Sunday.

LETTER OF UNDERSTANDING

BETWEEN: ANCHOR INDUSTRIES LTD

**AND: UNITED STEELWORKERS OF AMERICA
(On Behalf of Local 2952)**

RE: PART TIME EMPLOYEES

Part time employees may be employed for a period not to exceed an accumulative thirty-six (36) hours per week.

The Company will not hire more than two part time employees at any one time.

Employees who are on lay-off will be given the first opportunity to work part time hours that are available.

It is agreed that at the time of the signing of this letter there is five full time positions and part time employees will not be used to reduce these numbers without mutual agreement of the parties.

In the event part time employees employment is terminated but he is rehired by the Company with no break in service, then the time spent at work from the last date of hire shall be considered as continuous service with the Company.

Part time employees will be covered by the collective agreement except for Article 14.

The Parties hereto have executed this Agreement this ____ day of _____, 2003.

FOR THE COMPANY

FOR THE UNION

