

COLLECTIVE AGREEMENT

BETWEEN

ADVANCE WIRE PRODUCTS LTD.

AND

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

August 1, 2003 – July 31, 2006

**Errors & Omissions Excepted
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COLLECTIVE AGREEMENT

BETWEEN: ADVANCE WIRE PRODUCTS 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

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial 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.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 – BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02** Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instructions and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this sub-section, it will be instituted at Step 2 of the grievance procedure.

ARTICLE 2 – DEFINITION OF EMPLOYEE

- 2.01** The term “employee” as used in and for the purpose of this Agreement shall include those employees of the Company’s present or relocated premises for which the union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 – MANAGEMENT

- 3.01** Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) become members of the Union within sixty (60) working days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company’s next pay period.
- (c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers of America
Unit D, Box 34223
Vancouver, B.C. V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed **USWA R115 Form** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers of America, Local 2952
Attention: Financial Secretary @ 604-525-4568, and
 - (ii) United Steelworkers of America, Servicing Staff Office
Attention: Randy Gatzka @ 604-525-4568.

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
 - (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.
- 4.03** The Company agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign a check-off card 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 claim which may arise in complying with the provisions of this Article.
- 4.04** Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on the employees' T4 slips the total Union dues deducted for the taxation year covered by the slip.

ARTICLE 5 – HOURS OF WORK

- 5.01** a) **Day Shift** The standard work day will consist of eight (8) hours worked between the hours of 7:00 a.m. and 4:30 p.m., with a designated thirty (30) minute lunch period.
- b) The standard work day will consist of eight (8) hours worked in Shipping between the hours of 7:00 a.m. and **5:00 p.m.**, with a designated thirty (30) minute lunch period.
- 5.02** **Afternoon Shift** Where a second shift is employed, the hours of work will be seven and one-half (7 ½) for which eight (8) hours will be paid, plus a premium of thirty cents (\$.30) per hour. There will be a thirty (30) minute lunch period.
- 5.03** **Night Shift** Where a third shift is employed, the hours of work will be seven (7) hours for which eight (8) hours will be paid, plus a premium of fifty cents (\$.50) per hour. There will be a thirty (30) minute lunch period.
- 5.04** **Change of Start and Stop Times** By mutual agreement between the Company and the Union, the regular starting and stopping times of standard work shifts may be changed.
- 5.05** **Work Performed on Saturday, Sunday and Statutory Holidays**
- a) Double rate will be paid for work performed on:
- Saturdays
- Sundays
- Statutory Holidays as listed in Article 6.
- b) Double rate will not be paid for work performed:
- on a night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
- to complete a night shift after midnight at the start of the Statutory Holidays.
- on Saturday by employees on a Tuesday to Saturday work schedule, except when such Saturday is one of the Statutory Holidays.
- 5.06** **Overtime**
- a) **Overtime - Daily** Overtime will be paid for at time and one-half for the first two hours. After the first two hours overtime will be paid for at doubletime.
- b) **Overtime - Voluntary** The Parties are agreed that all overtime will be voluntary.

- c) **Overtime Meal** Employees requested to work more than two (2) hours overtime after the completion of their regular shift, will be given one-half ($\frac{1}{2}$) hour on Company time to eat their lunch and will be given \$5.00 meal money.
- d) **Overtime Distribution** Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Company will prepare a list, which will be posted, of such employees, commencing with most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.
- e) **Overtime - Where Shift Premium Paid** If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

5.07 Banking of Overtime

In lieu of the overtime provisions of Article 5.06 of the Collective Agreement, employees may choose to bank overtime hours to be taken as paid time off at a future date.

Employees choosing to bank their overtime must advise the Employer of their decision in advance of working the overtime.

Employees may bank up to eighty (80) hours of paid time off which may be taken at a mutually agreed upon time between the Employer and the Employee in blocks of not less than eight (8) hours. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such mutual agreement is not made, all banked time not taken by December 1 of the calendar year in which it is accumulated will be paid out by December 15 of such year at overtime rates under this Agreement.

- 5.08 Rest Between Shifts** Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

- 5.09 Work Before Regular Shift** Employees called in before their regular starting time will be paid at double rate for the time worked prior to their regular starting time except when other arrangements are made by mutual agreement between the Company and the Union.

- 5.10 Lunch Period** The mid-shift lunch period will be mutually arranged between the Company and the Union. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half ($4\frac{1}{2}$) hours from the shift start time or as mutually agreed upon.

5.11 Additional Shift Requirement

- a) When additional shifts are required and do not continue for three (3) consecutive nights then double rate will be paid.
- b) If an employee is required to change shift more than twice in a calendar week he will be paid at double rate for the balance of the week.
- c) Shift changes, listing individuals will be posted **two (2)** days in advance.

- 5.12 Guaranteed Day** Subject to the exceptions set forth in this Section and in Section 5.13 any employee reporting for work at the start of the employee's shift will be guaranteed eight (8) hours

work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only to an employee's regular shift.

The provisions of this Section will not apply in the case of shutdowns necessitated by emergencies beyond the control of the Company or if the employee:

1. Voluntarily quits
2. Was previously instructed not to report. In such event or circumstances the employee will then only be paid for the actual time he worked.
3. Does not work a full shift at his own request.
4. Reports for work on a shift for which he was not scheduled.

5.13 **Call Time** Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double time, i.e., four (4) hours at straight time rate.

ARTICLE 6 - PLANT HOLIDAYS

6.01 All employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | |
|-------------------|----------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Empire Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. B.C. Day | 12. Floating Holiday |

- (b) (i) In lieu of Heritage Day, employees shall be entitled to a personal floating holiday.
- (ii) To qualify for the holiday, employees must have completed **six (6) months** employment and have worked sometime within the fourteen (14) day period before or the fourteen (14) day period after the third Monday in February.
- (iii) The personal holiday pay may not be taken in conjunction with another plant holiday or vacation except by mutual agreement between the employer and employee.
- (iv) Employees may take their floating holiday by giving the company two (2) weeks' notice.

6.02 Any declared Provincial or Federal Statutory Holiday will be treated the same as the holidays listed in 6.01 above.

6.03 When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.04 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday.

6.05 In order to qualify for eight (8) hours pay for the above Plant Holidays, the employee must have completed thirty (30) calendar days employment with the Company.

6.06 Disciplinary action may be taken in instances where employees fail to work the day before and the day after a Plant Holiday except where permission was previously obtained or the employee has a justifiable reason for being absent.

6.07 Employees not actively employed because of:

- Lay-off
 - Unpaid leave of absence
 - illness or injury
- and not eligible for W.C.B. payments for the involved Plant Holiday(s)

and who work some time within the fourteen (14) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday(s).

ARTICLE 7 - VACATIONS WITH PAY

7.01 Employees Will Receive Vacations and be Paid for the Vacation in Accordance with the Following Schedule

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (Max. 10 working days)	4%
1 year less than 2 years	2 weeks	4%
2 years less than 7 years	3 weeks	7%
7 years less than 10 years	4 weeks	9%
10 years and over	5 weeks	11%

7.02 Vacation Allotment - Sickness - Injury - Lay-off Authorized leave of absence for sickness or accident or other causes acceptable to the Company subject to article 7.01 b, excluding lay-off beyond two months, shall not affect the employee's right in respect to vacations with pay.

7.03 Cut-off Date Employees vacation years will be adjusted to the cut-off date which will be his anniversary date.

7.04 Vacation Period Vacations will be scheduled by May 1st of each year for the vacation period of June 1st to September 30th. Employees will have preference of vacation periods in accordance with their seniority.

7.05 Vacation Pay - When Payable Vacation pay is payable on the last payday preceding the vacation if the employee gives the employer a minimum of one weeks notice. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

7.06 Vacation Pay - On Termination Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid:

Less than 2 years employment - 4%
2 years but less than 7 years employment - 6%
7 years but less than 10 years employment - 8%
Over 10 years employment - 10%

- 7.07 Employees will take vacations in one-week segments. A one-week segment is defined as five consecutive working days. Employees may take vacations other than one-week segments by mutual consent of the company and the employee.

ARTICLE 8 - SENIORITY

- 8.01 a) **Seniority Principles** 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 an employee's right to a job based upon his ability to efficiently fulfil the job requirements.
- b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and rehiring after lay-offs, or terminations will be done strictly in accordance with the principles set forth in 8.01(a).
- (c) **Probationary Period** Seniority of each employee covered by this Agreement will be established after a probationary period of **sixty (60) days** worked which may be accumulated over a period of twelve (12) months. The Company and the Union agree that the probationary period may be extended an additional 30 days by mutual consent.

8.02 Seniority Will Be Maintained and Accumulated During:

- a) occupational injury.
b) absence from employment while serving in the non-permanent armed forces of Canada.
c) Temporary illness or non-occupational injury causing absence not exceeding twenty-four (24) months.
d) Jury duty, union gatherings and collective bargaining negotiations.

8.03 Seniority Will Be Maintained but not Accumulated During:

- a) Temporary illness or non-occupational injury except as provided for in 8.02(c).
b) Authorized leave of absence.
c) Absence due to lay-off for the following period, after which an employee's seniority will terminate:

1. **Less than 6 months seniority - 6 months**
2. **Over 6 months and less than 24 months seniority - a period equal to his or her length of seniority**
3. Over 24 months seniority - 2 years

8.04 Seniority Standing will be Cancelled if an Employee:

- a) Voluntarily leaves the employ of the Company.
b) Over-stays authorized leave of absence.
c) Is discharged and not reinstated under the terms of this Agreement.
d) Is recalled to work and does not report within **five (5) working days** of receiving notice by registered mail
e) Is still on lay-off and the seniority retention period has elapsed as described in 8.03(c).
f) Leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity.

8.05 Recall Procedure Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than **five (5) working days** after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

Recalled employees will be credited with the seniority they had at the date of lay-off in accordance with 8.02, 8.03 and 8.04.

It is the responsibility of employees to keep the Company informed of their current address and telephone number.

8.06 a) Seniority Lists The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty days, and will establish the seniority, regular rates and classification of an employee who does not protest his status in writing. Said lists will commence with the most senior employee, carry on downwards to the most junior employee and contain the following information:

1. employee's name and clock number
2. employee's starting date
3. employee's length of service in years and days
4. employee's regular classification and regular rate of pay
5. probationary employees will also be shown on the list

b) Seniority Lists - Additional Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

ARTICLE 9 - SAFETY & HEALTH

9.01 a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.

b) Promote and maintain safe and healthy working conditions consistent with the provisions of all related legislation.

c) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

9.02 Safety Committee It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a Management representative or representatives once monthly or more frequently if required. Minutes of such meetings will be posted on the notice board.

9.03 Housekeeping and Sanitation All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

9.04 Washroom, Lunchroom Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels,

soap and other supplies normally found in restrooms. Employees will co-operate by observing the rules of cleanliness.

- 9.05 Injured Employee - Reporting Procedure** Any employee suffering an injury while in the employee of the Company (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible, and also report to this Department (Attendant) on returning to work.
- 9.06 Injured Employee - Transportation** Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises.
- 9.07 Injured Employee - Daily Earnings** If an employee is injured on the job the Company will maintain his normal daily earnings for the day of injury.
- 9.08 Employees Working Alone** Where an employee is employed under conditions where he might be injured and not able to secure assistance the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.
- 9.09** Protective Safety Equipment and supplies as deemed necessary by the Company or by the Workers' Compensation Act shall be supplied to the employee free of charge.
- 9.10** The Company shall make available to the Union members of the Safety Committee any information requested to enable them to carry out their function efficiently.
- 9.11 Safety Boot Allowances -change to read:**
- The Company will reimburse employees, who have completed six (6) months service and have worked a minimum of one thousand and forty (1040) hours, fifty (50) percent of the cost up to a maximum of \$100.00 once every twenty-four (24) month period for the purchase of safety boots.**
- 9.12 Coveralls** The company will supply two (2) new coveralls to each employee every year who have completed their **sixty (60) working day** probation period.
- 9.13 First Aid Attendants**
- \$.50 per hour over occupational rate - Level I
\$1.00 per hour over occupational rate – Level II
- The Employer will pay course fees and cost of books for employees required to attend First Aid courses.
- 9.14 SAFETY GLASSES**
- To be provided by the Company at the Company's expense. Prescription safety glasses (frames and/or lenses) will be provided under the following conditions:**
- 1) The Company will determine the type of frames.**
 - 2) The Company will reimburse employees requiring prescription safety glasses the following amount:**

Single	\$ 60.00
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Bifocal	\$ 90.00
Progressive	\$170.00

- 3) Lens and/or frame replacement will be provided only when required, and not more than once per year, as a result of normal work usage and not for prescription change. Prior approval from the Company must be received before a purchase is made.
- 4) Prescription safety glasses provided by the Company may only be worn at the Company's work place.
- 5) New employees will provide their first pair of glasses. The Company will reimburse the employee for the cost of the frames after one year of service.
- 6) Non-prescription safety glasses will be provided by the Company. Replacements will be provided only when required and upon return of the old pair.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Consultation with Union - Prior to Certain Changes

The Company agrees to consult with the Shop Steward or Grievance Committee if available on the premises prior to discharging, laying-off, transferring, promoting or demoting an employee.

- 10.02 Bulletin Boards** The Union will have the exclusive use of one Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices 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.

- 10.03 Notices Between the Company and Union** Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail to the Secretary of the Union at its regular address.

- 10.04 Union Access to Plant** Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

10.05 Bereavement Pay

If a death occurs in the immediate family of an employee. The Company will grant paid leave of absence as follows:

- 3 days if employee attends funeral
- 1 day if employee does not attend funeral

of parents, **grandparents of employee**, parents-in-law, wife, husband, children, sister or brother, children of sister or brother.

- 10.06 Jury Duty** If an employee is summonsed or subpoenaed for jury duty or for jury selection, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the monies received for jury duty.

On any day 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 of reporting and release when not chosen for duty and an official statement of payment for duty.

10.07 Rest Periods Employees will be allowed two (2) coffee breaks of ten minutes each on Company time; one in the first half of each shift and one in the second half.

10.08 Foremen and Chargehands Identification The name of all Foremen and Chargehands, setting forth their official status will be posted on the Company's Bulletin Board.

10.09 Layoff Notice In the event of a layoff, the Company will give two (2) working days notice of layoff, or two (2) day's pay in lieu of notice, after completion of the probationary period.

10.10 Education & Training Fund

1. Effective date August 1, 1999, the Employer shall contribute to the Union the sum of five cents (\$.05) per hour per employee for each hour worked for education and training of Union members.
2. The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted January 1st and July 1st of each contract year, and the Employer shall provide necessary information regarding amounts paid for each employee.

10.11 EMPLOYEE RECORDS

- i) The employee records 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 employee record file unless the Employee concerned is first given a copy of the information.
- iii) Employee records files, as referred to in this Agreement, shall include all methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.

10.12 EMPLOYEE ACCESS TO EMPLOYEE RECORD FILE An Employee shall have the right to read and review his/her employee record 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 record file.

10.13 UNION ACCESS TO EMPLOYEE RECORD FILE A representative of the Union shall have the right to read and review an Employee's record file at any time, upon written authorization of the Employee and upon reasonable notice and 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 record file.

10.14 DISCIPLINE

- a) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer. Suspension days will run as consecutive working days.
- b) Any Employee who is to be interviewed or disciplined shall be interviewed or disciplined in the presence of a Shop Steward, Grievance Committee member or other Union designate.

- c) The employee, the Shop Steward or a Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and reasons in full for such action within **seventy-two (72) hours** of the taken action.

10.15 RELIEF

All written warnings, reprimands and suspensions shall be removed from the employee's records file after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against him thereafter.

10.16 Training

All forklift training to be done on Company time or will be provided on the weekend at straight time rate of pay.

10.16 Humanity Fund

The Company agrees to deduct \$20.00 from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

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

If, after registering the grievance with the Supervisor, and such grievance 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 Supervisor's Supervisor 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 Supervisor's Supervisor will within a further three (3) working days give the Employer's answer on Company letterhead, 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 Manager, who shall within three (3) working days, hold a meeting between the Union and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Manager will within a further three (3) working days give the Employer's decision in writing to the Union on Company letterhead.

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

STEP 4 – Arbitration

The parties will have thirty (30) days from the time of the step three answer to submit the grievance to arbitration.

ARTICLE 12 - ARBITRATION

- 12.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.02** Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. Vince Ready
 2. **Rick Coleman**
 3. Don Munroe
 4. **Ron Keras**
- 12.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 12.04** The arbitrators shall rotate on each subsequent arbitration but should anyone be unable to act within thirty (30) calendar days he shall be passed over to the next on the list.
- 12.05** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employees or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article herein, and interrogate any person respecting any such differences.
- 12.06** If, during the life of this Agreement, one of the arbitrators named in 12.02 hereof withdraws from the list, the parties shall appoint a replacement by mutual agreement in writing.
- 12.07** The Union and the Company shall each pay one-half of the remuneration and expenses of the arbitration.
- 12.08** Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the arbitrator shall have the right to set aside such sanctions and deal with any grievance on its merits provided that the delay in time complained of by the protesting party is not unreasonable and provided further that such delay has not prejudiced the party making the protest.

ARTICLE 13 - INSURANCE AND MEDICAL PLAN

13.01 A Medical and Insurance Plan will be maintained in accordance with the following:

13.03 **Coverage**

Medical The medical coverage will be equivalent to that supplied by the British Columbia Medical Plan.

Extended Health Benefits

Insurance Coverage

1. Life Insurance - \$35,000.00

2. A.D. & D. - \$35,000.00
3. Weekly Indemnity - 75% of insurance earnings to maximum of \$450.00
 - 1st day of accident
 - 4th day of illness
 - 26 weeks
4. Sub-sections 2 and 3 above will not apply when Workers' Compensation is payable.

13.04 General Principles

1. Premium costs of both the Medical and Insurance Plans will be paid 100% by the Employer.
2. Participation in the Plan will be a condition of employment.
3. In the event of absence due to sickness or accident, the Company agrees to pay the premium for the coverage set forth in this Article for a period of fifty-two (52) weeks from the date when the absence begins or for the term of absence, whichever be the shorter.
4. Coverage will be provided during lay-off up to a cumulative maximum of one (1) month in a calendar year, beyond their seniority retention period.

13.05 Insurance Coverage Commences

Immediately for employees presently covered and on lay-off from another Company participating in this Plan.

Three (3) month waiting period for employees first entering the employ of a Company participating in this Plan.

Three (3) month waiting period for employees who have been on layoff beyond their seniority retention period.

13.06 Sick Leave The Company agrees to pay for the 1st, 2nd and 3rd days of sickness, for which the employee qualifies for payment under the sick benefit weekly indemnity plan; proof of eligibility must be supplied. Pay for sick days to be calculated as eight (8) hours per day at the employee's straight time hourly rate.

ARTICLE 14 - DENTAL PLAN

14.01 The Company shall supply a dental plan under the M.S.A. Schedule as follows:

14.02 Coverage

Plan A - Basic Dental.....100%
 Plan B - Prosthetic Appliances and Crown and Bridge Procedures...50%

14.03 Premium Division

Employer100%

14.04 Participation A condition of employment.

14.05 Effective Date Three months waiting period for employees first entering the employ of the Company.

14.06 A names representative may obtain knowledge of the Plan and discuss claims with the underwriter.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

15.01 Leave for Personal Reasons

- a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:
 - i) he requests it from the Company in writing, and
 - ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.

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.

- b) A leave of absence may be extended up to thirty (30) calendar days if there is a good reason and the Company and the Union Committee agree to it. The employee must request the extension in writing before his first leave period has terminated.
- c) The Union will be notified of all leaves granted under this Section.

15.02 Leave to Attend Union Gatherings Employees who have been elected or appointed by the Union to attend International, National or Local gatherings will be granted leave of absence without pay for this purpose. Not more than two (2) employees may take such leave at one time and they must give the Company ten (10) working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks plus reasonable travel time.

Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend multi-employer collective bargaining sessions.

15.03 Leave for Union Business

- a) The Company will grant an employee leave of absence up to three (3) year to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to requesting this leave.
- b) Not more than one employee may be on leave under this section at any one time and in no instance will two such leaves be granted in any six (6) months period.

ARTICLE 16 - WAGES

16.01 Wage Schedule

- a) The job classifications and rates of pay listed in the attached Wage Schedule, Appendix "A" is agreed upon by both Parties and is a part of this Collective Agreement.

- b) The rates set forth in the attached Wage Schedule, Appendix "A" may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classification set forth in this Agreement and for any subsequent mutually agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

16.02 Cheque Issue – No Delay

Employees shall be paid every second Friday by direct deposit.
Cut off date shall be Sunday of the previous week.

ARTICLE 17 - JOB POSTING

- 17.01 All job openings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for five (5) working days.
- 17.02 Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01(a) of this Agreement.
- 17.03 **A training schedule will be developed between the Union and Company for each job posting excluding Trades and/or ticketed employees.**

ARTICLE 18 – NO HARASSMENT OR DISCRIMINATION

18.01 Policy Statement

The Company and the Union recognize that all employees have the right to work in an environment that is free from harassment and discrimination. Accordingly, harassment and discrimination are strictly prohibited. Employees who engage in such conduct will be subject to discipline, up to and including discharge.

18.02 Definitions

In this Article:

- a) “discrimination” means discrimination based on an employee’s race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age (defined as age 19-64), or criminal conviction unrelated to the person’s employment;
- b) “harassment” means personal harassment and sexual harassment;
- c) “personal harassment” means verbal or physical behaviour that creates an intimidating, hostile or offensive work environment and that serves no legitimate work-related purpose;
- d) “sexual harassment” means conduct or comments of a sexual nature that are unwelcome, and that detrimentally affect the work environment or lead to adverse job-related consequences. Sexual harassment includes, but is not limited to, such things as: unwelcome sexual touching; unwelcome sexual flirtations, advances or propositions; sexually suggestive, obscene or degrading comments or gestures; offensive jokes of a

sexual nature; leering or staring; displaying or circulating pictures or other material of a sexual nature; unwelcome questions or remarks about a person's sex life, appearance, clothing, etc.

It is understood and agreed that the definition of personal harassment outlined above shall not be interpreted as restricting or limiting the Company's ability to exercise its management rights.

18.03 Complaint Procedure

Complaints of harassment or discrimination shall be dealt with in accordance with the following procedure:

- a) In most cases, the employee should begin by telling the person that their comments and/or behaviour are unwelcome, and by clearly asking them to stop.
- b) If the employee does not feel comfortable approaching the person directly, or if the employee's efforts to get them to stop are unsuccessful, then the employee should promptly bring the matter to the Company's attention, either orally or in writing.
- c) If the subject matter of the employee's complaint fits within the definition of harassment or discrimination, it will be investigated by the Company.
- d) As part of its investigation, the Company will provide the respondent with a reasonable opportunity to respond to the complaint.
- e) The Company will endeavour to preserve confidentiality throughout the investigation process.
- f) Upon completion of its investigation, the Company will take such action as it considers appropriate in connection with the complaint.
- g) If any employee is dissatisfied with the action taken by the Company, he/she may pursue the matter further by filing a grievance.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement will be effective August 1, 2003 to and including July 31, 2006 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.

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

19.03 The operation of Section 50 (2) & (3) of the Labour Relations Code is hereby excluded.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2003.

ADVANCE WIRE PRODUCTS LTD.

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

WAGE SCHEDULE

GROUP		Sept 25/03	Aug 1/04	Aug 1/05
CLASSIFICATION		2%	2%	2%
1.	Welder	\$19.72	\$ 20.11	\$ 20.51
2.	Shipper	\$19.72	\$ 20.11	\$ 20.51
3.	Spec. Products & Jig Maker	\$19.32	\$ 19.71	\$ 20.10
4.	Setup Person	\$19.32	\$ 19.71	\$ 20.10
5.	Wire Straightener	\$18.71	\$ 19.08	\$ 19.46
6.	Light Steel Fab. Warehouseman	\$15.68	\$ 15.99	\$ 16.31
7.	Production Worker	\$12.00	\$ 12.24	\$ 12.48

- 7a) \$.30 in addition of GR6 rate of pay if an operator can set up and run all Bending machines including Diacro efficiently without supervision.
- 7b) \$.30 in addition of GR6 rate of pay if an operator can set up and run all spot welders, single or multiple tips efficiently without supervision.
- 7c) \$.30 in addition of GR6 rate of pay if an operator can set up and run all punch presses efficiently without supervision.
- 7d) \$.30 in addition of GR6 rate of pay if an operator can set up and run Robo Welder without supervision.
- 7 e) \$.30 in addition of GR6 rate of pay if an operator can set up and run Stripit without supervision.
- 7 f) \$.30 in addition of GR6 rate of pay if an operator can set up and run Clifford without supervision.
- 7g)) Employees assigned the duties of receiver will receive \$.30 premium above their current rate of pay.
- 7h) New inexperienced employees will be hired at the following wage scales or minimum wage whichever is greater:

0	-	30 days	50% of Base Rate
30	-	60 days	60% of Base Rate
60	-	90 days	70% of Base Rate
90	-	120 days	80% of Base Rate
120	-	150 days	90% of Base Rate

Over 150 days Base Rate or applicable Classification.

Group Classification

- a) The Lead Hand rate would be \$.25 per hour above highest rate that they would supervise.
- b) Charge Hand rate will be \$1.00 above the highest rate supervised.
- c) **Company to supply 2 pairs of coveralls to each employee who has surpassed the 45 working days probation. (Delete - In Article 9.12)**

c) New - All employees hired prior to August 1, 2003 will be grandfathered at their current rate of pay. All Group 7 employees will be laid off prior to laying off employees from Group 1 through Group 6.

Signing Bonus:

All employees currently on the seniority list will receive a lump sum signing bonus of two hundred (\$200.00) dollars.

Hearing Tests:

The Company will conduct decibel tests in the plant to determine noise levels. If noise levels are above acceptable levels, then hearing tests will be provided for all employees during company time.

New Technology:

Should the company implement new machines, new technology, or if there is a significant change in the job content of any job classification(s) the parties hereto agree to negotiate a rate for the job(s) in question.

LETTER OF UNDERSTANDING

BETWEEN: **ADVANCE WIRE PRODUCTS LTD.**
(Hereinafter referred to as “The Company”)

OF THE FIRST PART

AND: **UNITED STEELWORKERS OF AMERICA**
(on behalf of Local Union No. 2952)
(Hereinafter referred to as “The Union”)

OF THE SECOND PART

RE: TUESDAY TO SATURDAY SHIFT

WHEREAS it is recognized by both Parties that the introduction of a Tuesday to Saturday shift will enable the Company to further expand and develop its existing markets while increasing opportunities and security of employment for the existing and future employees.

THEREFORE it is agreed that:

The Company may introduce a Tuesday to Saturday shift subject to the following conditions:

General Principles

- Ten working days notice will be provided prior to the introduction of any Tuesday to Saturday shift.
- It is understood and agreed that all hours worked on the Tuesday to Saturday shift are deemed to be at straight time hours.

Special Considerations – Manning

- The normal posting procedures under Article 17 shall apply in determining the initial manning of this shift. If no one applies for this shift, it will be manned by reverse seniority.
- Employees going into the Tuesday to Saturday shift will be scheduled to work five, eight consecutive hour shifts Tuesday to Saturday with the hours of work being as per article five of the collective agreement.

Wages

- Employees working the Tuesday to Saturday shift, will be compensated an additional \$.30 per hour for hours worked on the Saturday.

Holiday and Vacations

- If a Plant Holiday falls on a Saturday , the employee shall receive the first day of the next shift off.
- Under no circumstances will there be a scheduled Tuesday to Saturday shift on the following Plant Holidays:
 - 1) Christmas Eve Day
 - 2) Christmas Day
 - 3) Boxing Day
 - 4) New Years Eve Day
 - 5) New Years Day
 - 6) Good Friday
 - 7) Easter Monday
- If a Plant Holiday falls on an employee's regular day off, the employee will be entitled to a day off with pay at the employees current rate.

Bereavement – As per Article 10 – General Provisions – 10.05

Signed at _____, BC this _____ day of _____, 2003

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

ADVANCED WIRE PRODUCTS

