

COLLECTIVE AGREEMENT

Between

DAVIS WIRE INDUSTRIES LTD.

and

**UNITED STEELWORKERS OF AMERICA
ON BEHALF OF LOCAL NO. 2952**

August 1, 2003 – July 31, 2008

Errors & Omissions Excepted

opeiu-343

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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 (a) The Company agrees that any present employee of the Company who, at the date of the signing of this Agreement, is a member of the Union, will, as a condition of continued employment, maintain membership in the Union in good standing.

(b) All new employees after the renewal date of this Agreement will, as a condition of continued employment, join the Union after completing his probationary period, and as a condition of continued employment maintain membership in the Union in good standing.

4.02 (a) 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, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in subsection (d) hereof.

(b) The Company agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or his Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in subsection (d) hereof.

(c) The Company agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by the employee. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in subsection (d) hereof.

(d) Cheques will be made payable to **Jim English** (or his successor), International Treasurer of the United Steelworkers of America. Until further notice from the Union, all cheques will be forwarded to the United Steelworkers of America, Unit D, Box 34223, Vancouver, B.C., V6J 4N1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.

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 employees' "T4" slips the total Union deductions for the previous taxation year.

4.05 (a) Effective August 1, 1998 the Employer agrees to deduct the sum of five cents (\$.05) per hour from each employee for each hour worked for Local Union Development. Each employee must authorize the Employer, through the Union, in writing of this deduction once during the life of the Collective Agreement.

- b) The money shall be made payable to USWA, Local Union 2952, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

ARTICLE 5 - HOURS OF WORK

5.01 DAY SHIFT The standard work day will consist of eight (8) hours *worked between the hours of 7:30 a.m. and 4:00 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 1/2) 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. *Payment for less than normal full shift will be normal rate plus 1/15th.*

5.03 NIGHT SHIFT Where a third shift is employed, the hours of work will be seven (7) for which eight (8) hours will be paid, plus a premium of seventy cents (\$.70) per hour. *There will be a thirty (30) minute lunch period. Payment for less than normal full shift will be normal rate plus 1/7th.*

5.04 CHANGE OF START AND STOP TIMES By mutual agreement between the Company and the Union Plant Committee the regular starting and stopping times of standard work shifts may be changed.

5.05 REGULAR WEEK Five shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts. Schedule to be posted on Thursday for the following week.

5.06 WORK PERFORMED ON SATURDAY, SUNDAY AND PLANT HOLIDAYS

(a) Double rate will be paid for work performed on:

- Saturdays
- Sundays
- on Plant 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 a Plant Holiday
- on Saturday by employees on a Tuesday to Saturday work schedule, except when such Saturday is one of the Plant Holidays.
- when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.

5.07 OVERTIME

(a) **OVERTIME - DAILY** All overtime will be paid for at double rate **once completing the regular shift as outlined in Article 5.01, 5.02 or 5.03.**

(b) **OVERTIME - VOLUNTARY** The Parties are agreed that all overtime will be voluntary **except as follows:**

In the event of a serious breakdown of equipment which will have an effect on plant operations and customer service. The company may require maintenance personnel to work reasonable overtime on a compulsory basis not to exceed four (4) hours. Should further overtime be required, it will be on a voluntary basis.

If there is a question as to the “serious breakdown of equipment”, the production manager will make the determination on the question of seriousness.

- (c) **OVERTIME MEAL** Employees requested to work more than two (2) hours overtime after completion of their regular shift, will be given one-half (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 the 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.

5.08 **OVERTIME**

- (a) ***Overtime to be paid at double machines normal rate.***
- (b) **OVERTIME DISTRIBUTION - in the following sequence:**
 - 1) ***To the employees scheduled for that machine/job.***
 - 2) ***Those employees available in that Job Classification.***
 - 3) ***Next senior employee available qualified to operate that machine on the open shift.***
 - 4) ***Next senior employee available qualified to operate that machine on the other shifts.***
 - 5) ***Distributed equitably among all employees commencing with the most senior.***
- (c) **OVERTIME EXCESS Company may not work an employee more than one overtime shift during a week while there is another employee available and qualified to do the job.**

5.09 **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.

The above will not apply where the shorter second shift hours do not allow eight (8) hour between shifts.

- 5.10 HOURS BEFORE AND BEYOND REGULAR SHIFTS** Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at double rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.
- 5.11 LUNCH PERIOD** The mid-shift lunch period will be mutually arranged between the Company and the Union Plant Committee. 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 ½) hours from the shift start time or as mutually agreed upon. The alternate lunch period, if required, shall commence not more than five (5) hours from the shift start time for maintenance employees or as mutually agreed upon.
- 5.12 EMPLOYEE CHANGE OF SHIFTS** If an employee is required to change shift more than once in a calendar week he will be paid at double rate for the balance of the week, unless the second change is to return to his original shift.
- 5.13 SHIFT CHANGE** Shift changes, listing individuals, will be posted four (4) calendar days in advance.
- 5.14 GUARANTEED DAY** Subject to the exceptions set forth in this Section and in Section 5.14, any employee reporting for work at the start of the employees' 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 once each day and it will only apply to an employee's regular shift.

The provisions of this Section will not apply in 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 circumstance 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.

- 5.15 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 rate, i.e., four (4) hours at straight time rate.
- 5.16 WORK SHORTAGE - CREW REDUCTION** In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.
- 5.17 MAINTENANCE SHIFTS - TUESDAY TO SATURDAY** By mutual agreement between the Company and the Union a Tuesday to Saturday maintenance shift may be instituted.

ARTICLE 6 - PLANT HOLIDAYS

6.01 (a) 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. | Queen's Birthday | 10. | Christmas Day |
| 5. | Canada Day | 11. | Boxing Day |
| 6. | B. C. Day | 12. | December 24th |

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

- (b)**
- (i)** All employees hired prior to June 1, 1998 shall also be entitled to a personal floating day in lieu of Heritage Day.
 - (ii)** To qualify for the holiday, employees must have completed thirty (30) calendar days 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)** The holiday will be scheduled by mutual agreement between the Company and the employee.

6.02 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.

6.03 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 to be taken at the beginning of or the end of the holiday period.

6.04 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.

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

6.06 Employees not actively employed because of:

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

and who work some time within the fourteen (14) day period prior to, or 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 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*

*pay at employee's current classified rate whichever is greater at the time the vacation is taken.

***Note(1): Employees hired prior to January 31, 1998 will be paid on a percentage of earnings basis if they work less than four hundred (400) hours in any vacation year. (Cut-off date to cut-off date). Effective with the employees next anniversary date.**

*Note(2): Any employee hired after January 31st, 1998 will be paid on a percentage of earnings basis if they work less than 1500 hours in any vacation year. (Cut-off date to cut-off date).

7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAY OFF** Authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding lay off beyond two (2) months, shall not effect the employee's right in respect to vacations with pay.

Employees who do no work for the Company during a vacation year (anniversary date to anniversary date) will not receive any vacation pay but will still be entitled to the time off if they so request.

7.03 **CUT OFF DATE** Employee's anniversary date of employment shall be used to determine their years of continuous service for the purpose of vacation entitlement.

7.04 **VACATION PERIOD** Vacations will be scheduled and posted 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 within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules.

7.05 (a) **VACATIONS EXCEEDING TWO WEEKS** Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time, that will not unduly interfere with production schedules.

(b) *All employees with sufficient entitlement must take three(3) weeks vacation. Employees with four (4) weeks or more entitlement may, at their option, take cash in lieu of vacation for any vacation over three (3) weeks. Such payment must be for a minimum of one (1) week.*

7.06 **VACATION SHUT-DOWN** The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by April 1st.

7.07 **VACATION PAY - WHEN PAYABLE** Vacation pay will be paid a minimum of one (1) week but in no case more than two (2) weeks in advance of vacation. 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.

7.08 **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 3 years employment	4%	
3 years but less than 7 years employment		6%
7 years but less than 14 years employment	8%	
14 years but less than 18 years employment	10%	
18 years but less than 30 years employment	12%	
Over 30 years employment	14%	

ARTICLE 8 – SENIORITY

8.01 (a) **SENIORITY PRINCIPLE** 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 length of service with the Company, and his potential to efficiently fulfil the job requirements.

(b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and re-hiring after lay-offs or termination 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 six (6) months.

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) absence due to illness or non-occupational injury.

(d) jury duty, Union gatherings and collective bargaining negotiations.

(e) authorized leave of absence.

(f) lay-off for the following periods, after which an employee's seniority will terminate:

1. Less than 12 months seniority - 6 months
2. Over 12 and less than 60 months seniority - 12 months
3. Over 60 months seniority - 24 months

8.03 SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:

- (a) voluntarily quits the employ of the Company.
- (b) over-stays authorized leave of absence except by reasons of force majeure.
- (c) is discharged and not reinstated under the terms of this Agreement.
- (d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.
- (e) is still on lay-off and the seniority retention period has elapsed as described in 8.02 (f).
- (f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

8.04 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 six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union committeeman.

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

8.05 (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 (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days. 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.

- 8.06 (a) In the event legislation governing lay-offs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.
- (b) Severance pay shall include pay in lieu of notice of lay-off.
- 8.07 **Employees shall be required to retire at age sixty-five (65). Should Federal or Provincial Legislation change the Parties agree to meet to discuss this issue.**

ARTICLE 9 - SAFETY & HEALTH

9.01 SAFETY AND HEALTH - RESPONSIBILITY

- (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) 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 not less frequently than once a month. 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 rest rooms. Employees will co-operate by observing the rules of cleanliness.

9.05 **INJURED EMPLOYEE - REPORTING PROCEDURE** Any employee suffering an injury while in the employ 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 a hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

9.07 **INJURED EMPLOYEE - DAILY EARNINGS** If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's 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 be 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 **SAFETY BOOT ALLOWANCES** The Company will on November 1st contribute one hundred and ten dollars (\$110.00) per year to each employee having completed six months service and has worked a minimum of seven hundred (700) hours in the past year for the purchase of safety boots.

Maintenance Employees: The Company will on November 1st contribute one hundred and sixty dollars (\$160.00) per year to each employee having completed six months service and has worked a minimum of seven hundred (700) hours in the past year for the purchase of safety boots.

9.10 (a) **GLOVES AND COVERALLS** The company shall supply gloves as required upon return of the employee's worn out pair. The Company will supply coveralls and pay 80% of coverall cleaning costs.

(b) **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
Bifocal	\$ 90.00
Progressive	\$170.00
Multiple	Approval required before purchase
- 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 Committeeman if available on the premises prior to discharging, laying-off, transferring, promoting or demoting any employee.

10.02 **BULLETIN BOARDS** The Union will have the exclusive use of ___ Bulletin Boards 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 or Shop Stewards of the plant.

- 10.03 NOTICES - BETWEEN 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 registered address with a copy to the Association. 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.
- 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 who is both scheduled and available for work, the Company will grant paid leave of absence as follows:
- 3 days if employee attends funeral of parents, parents-in-law, wife, husband and children
 - 2 days if employee attends funeral of brother or sister
 - and 1 day if employee does not attend the funeral.
- 10.06 APPENDICES** The attached Appendices (individual company provisions) are a part of this Collective Agreement and the Parties are bound by their terms.
- 10.07 JURY DUTY** If an employee is summoned or subpoenaed for jury selection or for jury duty, 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 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 of reporting and release when not chosen for duty and an official statement of payment for duty.
- 10.08 REST PERIODS** Employees will be allowed two (2) coffee breaks of ten (10) minutes each on Company time; one in the first half of each shift and one in the second half.
- 10.09 INSTRUCTION PROCEDURE** Employees will take orders from the Plant Manager, or Plant Superintendent, only when the employees' immediate Supervisor or Charge hand is not readily available.
- 10.10 IMMEDIATE SUPERVISORS AND CHARGE HANDS IDENTIFICATION** The names of all immediate Supervisors and Charge hands, setting forth their official status will be posted on the Company's Bulletin Board(s).
- 10.11 CLEAN UP** At the Foreman's discretion an employee may be allowed a clean up period of at least five (5) minutes before the completion of his shift for the clean up and stowage of Company equipment and employee's personal tools.
- 10.12 LAY-OFF NOTICE** In cases of lay-off, the Company will give as much notice as possible.
- 10.13 UNION APPOINTEES IDENTIFICATION** The Union will maintain with the Company a current list of the names of Shop Stewards, Committeemen and Staff Representative.
- 10.14 UNION COMMITTEES** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

10.15 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.

10.16 PREFERENTIAL HIRING

(a) When additional employees are required, the Shop Steward will be notified. It is agreed that the Union may refer suitable applicants for employment to the Company.

(b) Hiring for bargaining unit positions will be conducted on a gender neutral basis, subject only to the availability of applicants with the skills to do the job.

10.17 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.

10.18 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 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, upon reasonable notice and by written request to the Employer.

c) **Union Access to Employee Personnel File** A representative of the Union shall have the right to read and review an Employee's personnel 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 personnel file.

d) **Discipline**

- (i) 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.
- (ii) Before taking disciplinary action, Management will first warn an employee, unless the circumstances justify immediate discipline or discharge. Such warnings must be confirmed in writing to the Shop Steward unless this would cause undue delay in issuing such discipline.
- (iii) The Employee, the Shop Steward or 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 the reasons in full for such action within three (3) working days of the taken action.

e) **Relief**

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

All suspension shall be rescinded, and removed from the Employee's personnel file after a period of thirty-six (36) months after the date of the disciplinary action and shall not be used against the employee thereafter.

10.20 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

10.21 Union Representation

- a) The Employer acknowledges the right of the Union to appoint, elect 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 (stewards) of not more than 4 Employees 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 work area, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld and the employee will not suffer loss of pay for such time.

10.22 Negotiating Committee

- a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) 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.
- d) During negotiations for a new Collective Agreement, the Employer shall, whenever possible place employees, members of the Negotiating Committee on the day shift.

10.23 Severance Payment Employees with ten (10) years or more of seniority, whose employment is terminated as a result of permanent closure of the plant, shall receive severance pay of one (1) week's pay for each year of seniority above ten (10) years of seniority to a maximum of ten (10) weeks, at the rate of pay the employee was receiving on the date of terminations.

10.24 PICKET LINE *No employee shall be required to cross a picket line which has been recognized by the Union.*

10.25 PAST PRACTICES *Any rights and privileges of employees now in effect but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect unless mutually agreed upon by the Company and the Union.*

10.26 *Fitters to meet minimum standard for tools.*

10.27 *Fitter not to perform operator's work. Fitter will normally explain to foreman the proper operating procedures when new equipment is installed or when old equipment is modified. The foreman will instruct operators.*

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 attempt to settle with the Employee's Union Steward within three (3) working days of the receipt of the grievance. The grievor may be present, 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 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>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
Step 2	Within 5 days of answer	3 days
Step 3	Within 5 days of answer	3 days
Step 4	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 A panel of Arbitrators, consisting of Grant MacArthur, Jim Kelly, or any other party appointed by Brian Foley. 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, the Company or the Union initiating the grievance shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the other party, or their designate. Should the representatives of the other party deem that the issue does not meet the criteria of section 12.06 (a) of this Article, the initiating party 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 list of members of the panel shall be maintained alphabetically to be used by fixed rotation. 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 Article 13 of this Agreement.

ARTICLE 13 - ARBITRATION

- 13.01** 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.
- 13.02** Any matter referred to arbitration, as provided in 13.01 hereof, shall be submitted to a single arbitrator selected from the following list:
- 1. Vince Ready**
 - 2. Stephen Kelleher**
 - 3. Colin Taylor**
 - 4. Don Munroe**
 - 5. An Arbitrator mutually agreed upon by the parties.**
- 13.03** The arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.
- 13.04** **The order of arbitrators to be approached will be done by random draw on each arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.**
- 13.05** The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, 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 the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 13.06** If, during the life of this Agreement, one of the Arbitrators named in 13.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.

- 13.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 13.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 13.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter to amend any of the provisions of this Agreement.
- 13.10 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator as the case may be.

ARTICLE 14 - INSURANCE AND MEDICAL PLAN

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

14.02 **BOARD OF TRUSTEES** A Board of Trustees, composed of three (3) members representing Davis Wire Industries Ltd. and three (3) members representing the United Steelworkers of America, is responsible for the administration, and supervision of the Plan.

14.03 **COVERAGE**

MEDICAL - the medical coverage will be equivalent to that supplied by the Medical services Plan of British Columbia.

EXTENDED HEALTH BENEFITS - The Employer to introduce MSA Net within sixty (60) days of ratification.

INSURANCE COVERAGE

1	LIFE INSURANCE	\$80,000.00
2	A.D.& D.	\$80,000.00
3	WEEKLY INDEMNITY	\$500.00 (1-4-26)*

*Indexed to EI maximum if amount above exceeded.

4 Sub-Sections 2 and 3 above will not apply when Workers' Compensation is payable.

14.04 **GENERAL PRINCIPLES**

1 Premium costs of both the Medical and Insurance Plans will be paid:

Employer 100%

2 Participation in the Plan will be a condition of employment.

- 3 Coverage will be portable between companies.
- 4 (a) Coverage will be provided during lay-off, up to a cumulative maximum of three (3) months, in a calendar year, beyond the current month of lay-off.
- (b) Coverage during lay-off will be supplied without charge to the parties.

14.05 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 lay-off beyond their seniority retention period.

ARTICLE 15 - DENTAL PLAN

15.01 The Employer will supply a dental plan through the Western Employers Labour Relations Association as follows:

15.02 COVERAGE

BASIC DENTAL	100%
PROSTHETIC APPLIANCES AND CROWN AND BRIDGE PROCEDURES	50%

15.03 PREMIUM DIVISION

Employer100%

15.04 PARTICIPATION

A condition of employment.

15.05 EFFECTIVE DATE

For new employees dental coverage will commence on the first of the month following three (3) months of employment.

15.06 An annual financial statement will be supplied to any Union whose members are covered under this Plan and a named Union representative may obtain knowledge of the Plan and discuss claims with the underwriter.

15.07 For those employees laid off with over two (2) years seniority, dental coverage will continue for a period of fourteen (14) days.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

16.01 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.

16.02 LEAVE TO ATTEND UNION GATHERINGS

- (a) 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 notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- (b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

16.03 LEAVE FOR UNION BUSINESS

The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods.

Not more than two (2) employee may be on leave under this section at any one time.

ARTICLE 17 - WAGES

17.01 WAGE SCHEDULE

- (a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule 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 classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the 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.
- 17.02 (a) NEW OR CHANGED JOB CLASSIFICATION** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b)** If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.
- 17.03 DAILY RATE RETENTION** Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.
- 17.04 CHEQUE ISSUE - NO DELAY** Employees shall be paid every second Friday by direct deposit.
- 17.05 STATEMENT OF EARNINGS** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. Statement of Holiday Pay earnings to be provided once per year.
- 17.06 FIRST AID ATTENDANTS**
- .75 per hour over occupational rate - Level II
- The First Aid Certificate requirement of the Workers' Compensation Board for each individual company will determine the premium that will be paid.
- Upon successful completion of the course, the Employer will pay course fees and cost of books for employees required to attend First Aid courses.
- 17.07 PAYMENT OF WAGES - IRREGULAR** Any employee being discharged, laid off, or leaving of his own accord will 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.
- 17.08 LEAD HAND AND CHARGE HAND DEFINITIONS**
- (a) LEAD HAND** is an employee who is assigned to instruct others in the performance of their work but will not be held responsible for the quality and quantity of work.
- (b) CHARGE HAND** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work.

(c) **PREMIUMS**

LEAD HAND	\$.50 per hour
CHARGE HAND	\$.80 per hour
SHIFT CHARGE HAND	\$1.00 per hour

Red-circle where the classification of Working Foreman presently exists as a classification.

An employee working as Lead Hand, Charge Hand, or Shift Charge Hand will receive the appropriate premium above the highest classification supervised or above his own rate, whichever is greater.

- 17.09 ***Any man training another man must himself be qualified and be receiving the full rate for that job plus two additional job classes up while training.***

17.10 **MAINTENANCE EMPLOYEES**

A Tuesday to Saturday Maintenance shift may be instituted as agreed upon by the Parties.

Employee's on this shift shall work from 6:00 a.m. to 2:30 p.m. with a four percent (4%) shift premium paid on all hours worked provided the Employee works the Saturday shift.

17.10 **APPRENTICESHIP WAGE SCHEDULE**

FOUR YEARS

Start to 6 mos. - 55%
6 mos. to 12 mos. - 60%
12 mos. to 18 mos.- 65%
18 mos. to 24 mos.- 70%
24 mos. to 30 mos.- 75%
30 mos. to 36 mos.- 80%
36 mos. to 42 mos.- 85%
42 mos. to 48 mos.- 90%

FIVE YEARS

Start to 6 mos. - 55%
6 mos. to 12 mos. - 60%
12 mos. to 18 mos.- 65%
18 mos. to 24 mos.- 70%
24 mos. to 30 mos.- 75%
30 mos. to 36 mos.- 80%
36 mos. to 42 mos.- 85%
42 mos. to 48 mos.- 90%
48 mos. to 60 mos.- 95%

- 17.11 **APPRENTICESHIP - SCHOOL REIMBURSEMENT** When an Apprentice attends Apprenticeship Day School, the Company will reimburse him with fifty percent (50%) of the difference between his rate of pay and the government grant which he receives.

- 17.12 ***Effective February 1st, 1993, the Company may hire non-production employees to perform yard work, sweeping, cleaning, painting, splitting wire, stretch wrapping, sorting stands and assisting shipping receiving with loading and unloading rail cars, vans, etc. Such employees may occasionally use fork lifts to perform their duties.***

Employees with less than 3 years service shall be paid Job Class 1. Any employee with over 3 years service who works as a floorman will not receive less than Job Class 4.

Increase entry level to work performed in Job Class 5 for Employees hired after June 1, 1998. Employees hired after June 1, 1998 with less than 3 years service shall be paid Job Class 1 when working on the baler or S1 helper. Any employee hired prior to June 1, 1998 or any

employee with over 3 years service and hired after June 1, 1998 who work on the baler or S1 Helper will not receive less than Job Class 5.

17.13 Students:

\$12.25 per hour

Work not to exceed Job Class 5

Entitled to Vacation Pay

Must pay union dues

Not eligible for Insurance and Medical plan coverage

Not eligible for Pension Plan

Employees' children who are going to post secondary education will be given preference

Minimum age – 17 years old

ARTICLE 18 - JOB POSTING

18.01 JOB OPENINGS (NOT TEMPORARY) All job postings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for three (3) working days. In operations where department seniority exists job openings will be posted on a departmental basis. If no applications are received the job will be posted on a plant basis for two (2) working days.

18.02 JOB OPENINGS (TEMPORARY)

(a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of (30) days.

(b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 (a) and ((b) of the collective agreement.

18.03 JOB APPLICATIONS (DELAYED) If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

- 1 vacation,
- 2 authorized leave of absence not exceeding thirty (30) days,
- 3 absence resulting from an accident or illness not exceeding thirty (30) days,
- 4 absence on Workers' Compensation not exceeding thirty (30) days.

18.04 SELECTION OF SUCCESSFUL APPLICANT 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.

18.05 TRIAL PERIOD The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

18.06 RETURN TO FORMER JOB

(a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.

- (b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

18.07 SUCCESSFUL APPLICANT NOTICE The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.

All job postings not filled by successful applicants within thirty (30) days are considered void.

18.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 (a) of this Agreement, the Company may fill the vacancy from any available source.

ARTICLE 19 - PENSION

19.01 The Pension Plan Agreement made between the Company and the United Steelworkers of America on the 16th day of November, A.D.1959, (including any subsequent amendments thereof) a copy of which is annexed hereto, is a part of this Collective Agreement and the Parties to this Collective Agreement are bound by the terms thereof subject to the provisions of the Collective Agreement.

19.02 The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Company shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article. Amendments to the Pension Plan made by the trustees after (whatever date the Plan is amended), which may have an effect upon the Company's responsibility toward the Plan, over and above the contributions required in this Article, shall have no effect on the Company unless specifically agreed to by the Company prior to the amendment being made.

19.03 **Effective February 1st, 2003 the Company will pay Two dollars and forty-five cents (\$2.45) per hour pension contribution on behalf of members of the Pension Plan.**

Effective August 1, 2003 increased to Two dollars and fifty-five cents (\$2.55) per hour.

Effective August 1, 2004 increased to Two dollars and seventy cents (\$2.70) per hour.

Effective August 1, 2005 increased to Two dollars and eighty-five cents (\$2.85) per hour.

Effective August 1, 2006 increased to Three dollars (\$3.00) per hour.

Effective August 1, 2007 increased to Three dollars and fifteen cents (\$3.15) per hour.

Both Parties shall execute the required documents to allow the Union to appoint 100% of the Trustees.

19.04 The Company will pay the pension contribution for employees granted leave of absence under Section 16.02 - LEAVE TO ATTEND UNION GATHERINGS.

The Company will be reimbursed for the Company contributions from the employee's first pay cheque after the leave of absence.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In the event that the Company introduces a technological change which results in:

- (a) Displacement of employees from employment with the Company. The Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

- (b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority.

ARTICLE 21 - SAVINGS CLAUSE

- 21.01** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

- 21.02** In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

DAVIS WIRE INDUSTRIES LTD., LOCAL 2952

APPENDIX "A"

WAGE SCHEDULE

- A.01** (a) The Cooperative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated January 1st, 1975 (herein referred to as "The Manual") is incorporated into this Agreement as Appendix "E" and its provisions shall apply as if set forth in full herein, except reference to Trade or Craft jobs (including Apprentices) which are excluded from C.W.S.
- (b) Reference in the Manual to such jobs as clerical or technical, assigned maintenance, group leader, testing or inspection, learner, instructor, spell hand, shall not of itself establish existence of such jobs in the operations of the Company or determine that such jobs are within or are not within the bargaining unit. The job description of a job shall serve only as the basis from which to classify the job, and the classification of a job shall serve only to assign the job into a proper job class for application of the standard wage scale.
- (c) Job Classes and Job Titles shall be as set forth in Appendix "C" attached hereto and forming part of this Agreement.
- A.02** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

A.03 STANDARD HOURLY WAGE SCALE

Effective on **August 1, 2003** and continuing until the end of this Agreement, the standard hourly rate for Job Class 1 shall be \$17.00 and the standard hourly rates for all job classes above Job Class 1 shall increase from job class to job class as provided below establishing a standard hourly wage scale as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$ 17.00	11	\$ 24.07
2	18.77	12	24.31
3	22.14	13	24.54
4	22.36	14	24.80
5	22.58	15	25.05
6	22.81	16	25.30
7	23.10	17	25.54
8	23.36	18	25.78
9	23.58	19	26.03
10	23.84	20	26.28
		etc.	

Maintenance Fitter - \$ 27.27

Charge Hand Maintenance - \$ 28.28

Effective on **August 1, 2004** and continuing until the end of this Agreement, the standard hourly rate for Job Class 1 shall be \$17.00 and the standard hourly rates for all job classes above Job Class 1 shall increase from job class to job class as provided below establishing a standard hourly wage scale as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$ 17.00	11	\$24.31
2	18.96	12	24.55
3	22.36	13	24.79
4	22.58	14	25.05
5	22.81	15	25.30
6	23.04	16	25.55
7	23.33	17	25.80
8	23.59	18	26.04
9	23.81	19	26.29
10	24.08	20	26.54
		etc.	

Maintenance Fitter - \$27.54
 Charge Hand Maintenance - \$28.56

Effective on **August 1, 2005** and continuing until the end of this Agreement, the standard hourly rate for Job Class 1 shall be \$17.00 and the standard hourly rates for all job classes above Job Class 1 shall increase from job class to job class as provided below establishing a standard hourly wage scale as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$ 17.00	11	\$24.55
2	19.14	12	24.80
3	22.58	13	25.04
4	22.81	14	25.30
5	23.04	15	25.55
6	23.27	16	25.81
7	23.56	17	26.06
8	23.83	18	26.30
9	24.05	19	26.55
10	24.32	20	26.81
		etc.	

Maintenance Fitter - \$27.82
 Charge Hand Maintenance - \$28.85

Effective on **August 1, 2006** and continuing until the end of this Agreement, the standard hourly rate for Job Class 1 shall be \$17.00 and the standard hourly rates for all job classes above Job Class 1 shall increase from job class to job class as provided below establishing a standard hourly wage scale as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$ 17.00	11	\$24.92
2	19.43	12	25.17
3	22.92	13	25.42
4	23.15	14	25.68
5	23.39	15	25.93
6	23.62	16	26.20
7	23.91	17	26.45
8	24.19	18	26.69
9	24.41	19	26.95
10	24.68	20	27.21
		etc.	

Maintenance Fitter - \$28.24
 Charge Hand Maintenance - \$29.28

Effective on **August 1, 2007** and continuing until the end of this Agreement, the standard hourly rate for Job Class 1 shall be \$17.00 and the standard hourly rates for all job classes above Job Class 1 shall increase from job class to job class as provided below establishing a standard hourly wage scale as follows:

<u>Job Class</u>	<u>Standard Hourly Rate</u>	<u>Job Class</u>	<u>Standard Hourly Rate</u>
1	\$ 17.00	11	\$25.29
2	19.72	12	25.55
3	23.26	13	25.80
4	23.50	14	26.07
5	23.74	15	26.32
6	23.97	16	26.59
7	24.27	17	26.85
8	24.55	18	27.09
9	24.78	19	27.35
10	25.05	20	27.62
		etc.	

Maintenance Fitter - \$28.66
 Charge Hand Maintenance - \$29.72

NOTE: JOB CLASS 1 (Entry Level) Frozen at \$17.00 for the life of the Agreement. Increase would not apply to Job Class 1.

Note: Janitors now Job Class 2 at \$17.00. Not Frozen for the life of the agreement, increase to follow as above.

A.04 Effective on the dates specified in Section A.03, all employees shall have their rates of pay adjusted as follows:

(a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section A.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Section A.03.

(b) If the employee is receiving an out-of-line differential prior to the dates specified in Section A.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section A.03 and the following shall govern:

(1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section A.03, the amount by which such employee's new rate is greater than the rate provided in Section A.03 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

(2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section A.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section A.03, and the former out-of-line differential shall be terminated.

A.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.

A.06 Each standard hourly rate established under Section A.03 shall be:

(a) The established rate of pay for all hours paid for on a non-incentive job; and

(b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

A.07 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

A.08 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

A.09 **OUT-OF-LINE DIFFERENTIALS** The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:

- (a) Name of incumbent to whom such "out-of-line differential" is to be paid.
- (b) Job title of job on which out-of-line differential is to be paid.
- (c) Job classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of out-of-line differential.
- (f) Date such out-of-line differential became effective.

A.10 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section A.09 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

A.11 If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

A.12 If, as a result of a lay-off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the provisions of Section A.17 shall apply.

A.13 If such employee referred to in Sections A.11 and A.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.

A.14 When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any out-of-line differential to which he is entitled.

A.15 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

A.16 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

A.17 **TEMPORARY TRANSFER - RATE RETENTION**

- (a) An employee who is temporarily transferred from his regular job, for any reason other than at the employee's request, shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer for twenty-two (22) shifts. To qualify for a further twenty-two (22) shift retention, the employee must return to the higher classification for three (3) continuous shifts.

(b) **DAILY RATE RETENTION** Employees shall receive daily rate retention at the rate of the highest classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.

A.18 LEARNER RATES Learner jobs requiring "learner" rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

A.19 A Schedule of Learner Rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

(a) **Code C:** Seven to twelve months:

1. One Learner period classification at a level two job classes below the job class of the job.

(b) **Code D:** Thirteen to eighteen months:

1. A first learner period classification at a level four job classes below the job class of the job, and

2. A second learner period classification at a level two job classes below the job class of the job.

(c) **Code E and higher:** Nineteen months and above:

1. A first learner period classification at a level six job classes below the job class of the job.

2. A second learner period classification at a level four job classes below the job class of the job, and

3. A third learner period classification at a level two job classes below the job class of the job.

4. Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

A.20 The learner periods, as provided in Section A.19 shall apply to those jobs listed in Appendix "C" of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix "C". Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Sections A.21 and A.22 apply.

A.21 The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided the learner rate applied is:

(a) in the case of an employee hired for the learning job the standard hourly rate for Job Class 2; or

- (b) in the case of an employee transferred from another job in the plant, the lower figure of:
 - 1) the standard hourly rate of the job from which transferred; or
 - 2) the standard hourly rate of the job being learned.
- A.22** The learner provisions set forth in Section A.21 shall apply:
 - (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
 - (b) only to provide replacements for job vacancies; and
 - (c) in accordance with the provisions of this Agreement for filling vacancies.
- A.23** The Company shall furnish the Union on the form set forth as Exhibit "C" of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section A.19 shall apply only to jobs in this list.
- A.24** Employees' time spent on a job requiring a learner schedule shall be cumulative.
- A.25** Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
- A.26** The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Section A.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.
- A.27** Any employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.
- A.28** **GENERAL** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.
- A.29** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.
- A.30** **LEAVE OF ABSENCE FOR UNION C.W.S COMMITTEE** The Company agrees to grant leave of absence from their regular work to three (3) employees who shall be selected by the Union to act on its C.W.S. Committee. The Company and Union Representative will discuss a time and monetary ceiling which will apply to such leave. Employees so selected shall:
 - (a) accumulate any seniority to which they normally would be entitled.
 - (b) receive their regular rate of pay from the Company as based upon a normal work week; and
 - (c) return to their regular employment when their work on the C.W.S. Committee is completed.

DAVIS WIRE INDUSTRIES LTD., LOCAL 2952
APPENDIX "B"

JOB TITLES AND JOB CLASSES

<u>JOB</u>	<u>CLASS</u>
Entry Level	1
Janitor	2
D1 Helper	4
Floorman	4
S-1 Helper	5
Baler	5
Blockforce	7
Extruder	8
Straight and Cut	8
Forklift	8
Fitters Helper	10
Shipper-Receiver	10
Wire Draw Operator 1-4	11
Die Room Operator	12
Wire Draw Operator 5-9	12
GZN Operator 1 &2	12
Galv. Assist. Operator	12
Cleaning House Operator	12
D 1 and D2 Operators	13
Galv. Operator	14
S-1 Operator	14

LETTER OF UNDERSTANDING #1

BETWEEN: DAVIS WIRE INDUSTRIES LTD.

AND: UNITED STEELWORKERS OF AMERICA

(on behalf of Local Union No. 2952)

RE: UNION DUES

By their signatures below, the above referenced Parties agree as follows:

- 1) In accordance with Article 4.02 of the Agreement, the Company will deduct union dues from employees at the rate of 1.3 percent of the employee's gross earnings for the month to a maximum of 2.5 times the employee's regular hourly rate of pay.

- 2) The Union agrees that pension and dues calculations will continue to be contained on a single form.

Signed this _____ day of _____, **2003.**

DAVIS WIRE INDUSTRIES LTD.

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

LETTER OF UNDERSTANDING #2

BETWEEN: DAVIS WIRE INDUSTRIES LTD.

AND: UNITED STEELWORKERS OF AMERICA

(on behalf of Local Union No. 2952)

By their signatures below, the Parties agree that they shall meet during the life of the Collective Agreement to discuss and give serious consideration to resolving the problems of the Company as they arise or are identified by either Party.

Signed this _____ day of _____, **2003**

DAVIS WIRE INDUSTRIES LTD.

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

