

COLLECTIVE AGREEMENT

BETWEEN

ENCORE METALS LIMITED PARTNERSHIP

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(On Behalf of Local Union 2952)**

April 1, 2006 – March 31, 2009

Errors and Omissions Excepted
cope-343

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COLLECTIVE AGREEMENT

BETWEEN ENCORE METALS LIMITED PARTNERSHIP

(Hereinafter referred to as "the Company")

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

(Hereinafter referred to as "the Union")

DATE AND REFERENCE

This Agreement is dated for reference **April 1, 2006** and named for reference as the "Encore Metals Limited partnership and United Steelworkers Master Agreement"

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and 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 sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the British Columbia Labour Relations Board, 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 instruction and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection 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 at and from 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 at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) become members of the Union after completing his probationary period, and as a condition of continued employment maintain membership in 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.

- (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
Unit D, Box 34223
Vancouver, BC 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:

United Steelworkers, Local 2952
Attn: Financial Secretary @ (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.

ARTICLE 5 - HOURS OF WORK

- 5.01 **DAY SHIFT** The standard work day will consist of eight (8) hours, worked between the hours of 8:00 a.m. and 4:30 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 hours will be paid, plus a premium of fifty cents (\$.50) per hour. There will be a thirty (30) minute lunch period.
- 5.03 (a) **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.
- (b) **SHIFT ROTATION** The Company agrees that an employee will work no longer than one (1) month on a second or third shift without being given the opportunity to change to day shift. (Present practice to remain if better arrangements are in effect.)
- 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.

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
- (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 completion of their regular shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given \$10.00 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 Shop Steward will prepare and maintain 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. An employee called in to perform overtime work, shall perform any and all work assigned. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available or willing 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 be included in the rate for the calculation of overtime.
- (f) Employees working overtime will be given the option of receiving overtime pay or banking a portion or all of the overtime hours. Banked overtime to be taken at a mutually agreed time that will not unduly interfere with production schedules.

On a calendar year basis – maximum 80 hours per year in “Banked Time Off”. An employee can bank as many hours as they wish in a year. However, by December 15th one of the following options must be complied with:

- a) Can carry over a maximum of 80 hours with the balance to be paid at the earned rate.
- b) All hours will be paid at the rates they were earned at, or payment deferred to a mutually agreed time, but no later than February 15th of the following year.

The annual 80 hours in "time off" is not cumulative. Therefore, if you only take 50 hours in one year, you are still only entitled to 80 hours time off the next year.

ALL BANKED HOURS TO BE ACCUMULATED AT RATES EARNED AND NOT THE RATE IN EFFECT AT THE TIME OF PAYMENT!

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.

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

5.09 **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.

5.10 **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 1/2) hours from the shift start time or as mutually agreed upon.

5.11 **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.

5.12 **SHIFT CHANGE** Shift changes, listing individuals, will be posted four (4) calendar days in advance.

5.13 **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 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 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.

- 5.14 **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.
- 5.15 **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.

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. B.C. Day |
| 2. Heritage Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |
| | 13. December 24th |

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

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). This provision may be waived by mutual agreement between the Company and the Union. This provision may be waived by mutual agreement between the Company and the Union.

6.07 **HERITAGE DAY** Employees shall have the choice of observing this holiday on the third Monday in February or the preceding Friday, so as to ensure that manning as required by the Company is available on both days.

Seniority shall determine the choice of day in observance of this plant holiday.

6.08 The Company and Union agree that if an employee is entitled to Plant Holiday pay while on Weekly Indemnity or Long Term Disability they will be paid Plant Holiday Pay less any amounts received for Weekly Indemnity or Long Term Disability.

ARTICLE 7 - VACATIONS WITH PAY

7.01 (a)

Years of Continuous Service	Vacation Period	Vacation Pay
-Less than one year	1 day for each major fraction of month worked (max.10 working days)	4%
-1 yr but less than 3 yrs	2 weeks	4% or 2 weeks*
-3 yrs but less than 7 yrs	3 weeks	6% or 3 weeks*
-7 yrs but less than 14 yrs	4 weeks	8% or 4 weeks*
-14 yrs but less than 18 yrs	5 weeks	10% or 5 weeks*
-18 yrs but less than 30 yrs	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.

7.01 (b) Any employees hired after March 31st, 2001, will be paid on a percentage of earnings basis if they work less than 1200 hours in any vacation year (cut-off date to cut-off date).

7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAYOFF**

For employees hired prior to April 1, 2001, authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding layoff beyond two (2) months, shall not effect the employee's right in respect to vacations with pay.

Vacation pay entitlement while an employee is on Long Term Disability shall be determined by using the applicable percentage rate as set out in Article 7.01 on the prior years earnings.

7.03 **CUT-OFF DATE** Employees vacation years will be adjusted to their 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 within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules.

- 7.05 **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.
- 7.06 **VACATION SHUT-DOWN** The Company reserves the right to shut down a part or all of an operation, for a part of 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 according to Article 7.01 for the period up to the cutoff date and will be paid the percentage applicable in Article 7.01 for the period following the cutoff date.

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 fulfill 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 forty five (45) days worked which may be accumulated over a period of six (6) months. The probationary period may be extended by thirty (30) calendar days by mutual agreement between the Company and the Union.
- 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 6 months seniority - 3 months
 2. Over 6 and less than 12 months seniority - 6months
 3. Over 12 and less than 60 months seniority – 12 months
 4. Over 60 months seniority – 24 months
- 8.03 **SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE**
- (a) voluntarily leaves 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 the 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 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.

8.05 (a) **SENIORITY LISTS** There will be two seniority lists prepared by the Company; one including all office employees and one including all plant employees.

Seniority lists shall be provided to the Union and posted within thirty (30) days of the ratification of the new Agreement.

The seniority of an employee will be established should the employee not protest their status in writing within sixty (60) days of the seniority list being posted.

Employees will be listed sequentially from the most senior employee to the most junior, including probationary employees.

The seniority lists will provide the following:

1. Name
2. Start Date
3. Regular classification
4. Regular rate of pay

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

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 cooperate 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 cooperate 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.
- Employees are required to advise their immediate supervisor at their earliest opportunity should any work related injury prevent them from reporting or 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** No warehouse employee will be required to work by himself without another person on the premises except in emergencies.
- 9.09 **COVERALLS, GLOVES AND RAIN GEAR**
- (a) The Company will supply and launder overalls.
 - (b) The Company will supply adequate gloves for all employees at no cost on a replacement basis.
 - (c) Adequate rain gear will be available for those employees who work outside
 - (d) The Company will supply one pair of work boots per year on a replacement basis. New employees will be covered under this clause after they have obtained twelve (12) months seniority.

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 two (2) Bulletin Boards, one in the office and one in the warehouse, 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 **NOTICE - 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. 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 any employee, who is both scheduled and available for work, the Company will grant three (3) days paid leaves of absence.
- Immediate family will include parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, spouse's brothers and spouse's sisters.
- 10.06 **APPENDICES** The attached Appendices 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, or subpoenaed as a crown witness, 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 *Management*, only when the employees' immediate *supervisor* is not readily available.
- 10.10 **FOREMAN AND CHARGE HANDS IDENTIFICATION** The names of all Foreman 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 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 on an annual basis the amount of \$20.80 from the wages of all employees in the bargaining unit and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The "Humanity Fund" deduction as aforesaid shall be from the first pay period in December.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the company and the local union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

10.16 **HUMAN RIGHTS**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment. The Employer agrees to take such actions as are necessary respecting any employee engaging in harassment in the workplace and the Union agrees to cooperate with the Employer in ensuring that the workplace remains free of harassment.

10.17 **EDUCATION FUND**

The Company shall make an annual contribution to the Union for education and training of Union members.

Each June 1st of the Collective Agreement the contribution shall be \$90.00 per bargaining unit employee.

The money shall be made payable to Local Union 2952 Education and Training fund, 7820 Edmonds Street, Burnaby B.C. V3N 1B8.

Upon request, but no less than once each contract year, the Union shall provide the Company with an accounting of the fund disbursements.

10.18 **PERSONNEL RECORDS & DISCIPLINE**

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

Employer. The Union representative shall be provided with copies of any disciplinary document or record contained in the Employee's personnel file.

d) **Discipline**

- i. The Employer shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Employer.
- ii. Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee.
- 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 twenty-four (24) hours of the taken action.
- iv. **Relief** All written warnings, reprimands and suspensions 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.

10.19 **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 of Agreements** Letter of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall be come null and void after signing of this Collective Agreement.

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

10.20 **UNION REPRESENTATION**

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- c) The Employer will be notified by the Union of the names of the Shop Stewards, and any changes made thereto.
- d) The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) 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 station the Employee will first receive permission from their immediate Supervisor. Such permission shall not be unreasonably withheld and the employee will not suffer loss of regular pay for such time.

10.21 **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.
- c) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with Employer in the negotiation of the renewal or modification of this Agreement.
- d) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Negotiating Committee on the day shift.

- 10.22 **SOAR FUND** – The Company shall contribute to the union the sum of twenty dollars (\$20.00) for each employee who has worked 1200 hours or more in the calendar year, for the SOAR Fund (Steelworkers Organization of Active Retirees).

The money shall be made payable to Local Union 2952 SOAR Fund, 7820 Edmonds Street, Burnaby, B.C. and shall be remitted by the 1st day of June each year commencing June 1st, 2002, and the Employer shall provide the necessary information regarding amounts paid for each employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

If, after registering the grievance with his immediate 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 immediate Supervisor either directly or through the Union. The immediate Supervisor will meet with the 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 immediate Supervisor within a further three (3) working days will 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 Management, who shall within three (3) working days, hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) 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. Management 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:**

Appeal To	Time	Answer
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 requisition 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 that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.07 **GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** At each of the three grievance steps, the Company and the Union may have equal representation.

11.08 **COMPANY REPRESENTATIVE - STEPS 2 AND 3** If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 11.03 and 11.05.

ARTICLE 12 - EXPEDITED ARBITRATION

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

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

- 12.02 An Arbitrator, shall be appointed by the Vice-Chairman - Mediation Services to hear the cases. Their expenses and fees will be borne by the parties. The fees are to be in an amount agreed to by all three parties.
- 12.03 a) Within thirty (30) calendar days after receipt of the Step 3 answer 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 initiating party for further determination as if at the conclusion of the Third Stage of the grievance procedure.
- b) 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 Shop Committee member 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 initiating party for final deposition.
- f) The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. The 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 Arbitration under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 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 when 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. Rick Coleman
 3. Chris Sullivan
- 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 arbitrators will rotate on each subsequent 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 or 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 The Company agrees to make available to all full time employees who have completed the probationary period, health and welfare plans which provide as follows:

1. Medical Services Plan - as provided by the Province of British Columbia
2. Extended Health - as provided by the policy currently in force
MSA Net (Plant Only) – (Great West Life)
3. Group Life Insurance - \$85,000.00
4. A.D. & D. - \$85,000.00
5. Weekly Indemnity - \$525.00 or U.I.C. maximum whichever is greater,
for a maximum 26 weeks.
1st day of injury
1st day of hospitalization
1st day of illness to a maximum of ten
days per calendar year, once the ten days are
used up insurance coverage commences on the
4th day of illness unless employee is
hospitalized.
6. Vision Care - \$250.00 per person in any two year period is
provided to cover the purchase of eyeglasses
and/or contact lenses.
7. Dental Plan - Basic Dental - 100% coverage to a maximum of
\$2,000 per annum per person effective April 1,
2007.
- Major Dental - 60% co-insurance coverage to a
maximum of \$3,000 per annum per person
effective April 1, 2007.
- Orthodontics 50% co-insurance to a maximum of
\$2,000 per lifetime per person
8. Long Term Disability - 60% of regular monthly earnings before
co-ordination with other income, to a maximum
benefit of \$2,500 per month.
9. Items 4, 5, and 8, will not apply when Workers Compensation is payable.
10. **Employee Assistance Plan** - The Employer agrees to continue an Employee Assistance
Program utilizing an outside agency.

14.02 **GENERAL PRINCIPALS**

1. Premium costs for the health and welfare plans set out under Article 14.01 will be paid as follows:

The Company shall pay 100% of the premiums required for coverage under the Medical Services, Extended Health, Group Life Insurance, A.D. & D., Weekly Indemnity, Vision Care, and Dental Plans.

The Employee shall pay 100% of the premium required for coverage under the Long Term Disability Plan.
2. Participation in the Plan will be a condition of employment unless this right is waived by the Employee.
3. Where an Employee is provided with a leave of absence under Article 15.01, other than maternity or parental leave, the Company will continue payment of premiums for Medical Service Plan, Extended Health, Group Life Insurance and A.D. & D., and shall be reimbursed the costs by the employee from the employee's first pay cheque, upon the Employee's return to work.
4. Insurance coverage will commence on the first of the month following the waiting period as follows:
 - A three (3) month waiting period for an employee first entering the employ of the Company
 - A three (3) month waiting period for an employee who has been on layoff beyond their seniority retention period
5. Eligibility for and/or entitlement to any of the benefits outlined in Article 14.01 shall be governed by the terms and conditions of plan itself. Disputes about such matters will be resolved in accordance with the plan itself, and the Company will continue to provide assistance to its Employees in their dealings with the Insurer to effect resolution. The Company's liability under this article is restricted to making a plan available, and paying the premiums required.
6. Insurance coverage will be provided during layoff up to a cumulative maximum of three (3) months, in a calendar year, beyond the current month of layoff.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

- 15.01 (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 reasons 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.

The Employment Standards Act of the Province of British Columbia in respect of maternity and parental leave shall apply.

- (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**

- (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 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.
- (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.

15.03 **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 upon request. One month's notice in writing must be given prior to requesting this leave.

Not more than one (1) employee may be on leave under this Section at any one time.

ARTICLE 16 - WAGES

16.01 **WAGE SCHEDULE**

- (a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is 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 rate for 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.
- (d) **WAREHOUSEMAN - HELPER RATES** When an employee has attained twelve (12) months seniority as a helper, he shall be promoted to the classification of warehouseman and shall receive the warehouseman rate of pay for work performed thereafter.

- (e) Senior warehouseman rate will be paid to the warehouseman with the most seniority provided that he has three (3) years seniority in that classification, and he can operate all equipment, tools, and machinery, but excluding the plasma burning machine, within the warehouse operation to the Company's satisfaction. There shall be no more than one employee classified as Senior Warehouseman at any time.
- 16.02 (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.
- 16.03 (a) **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.
- (b) **RATE RETENTION** All employees who have received a classification rate for twenty two (22) consecutive shifts or more, shall, if demoted to a lower classification to meet the wishes of the Company, continue to receive the higher rate for sixty (60) calendar days. If the employee reverts to a higher rated job during the aforementioned sixty (60) days he shall commence a new sixty (60) day period of rate retention if subsequently moved to a lower rated job, and an employee shall continue to re-qualify himself for sixty (60) day rate retention periods each time he reverts to his higher rated job.
- 16.04 **CHEQUE ISSUE - NO DELAY** The Company will make provisions so that there will be no undue delay in issuing cheques on pay day.
- The pay period will be biweekly calculated to and paid every second Friday.
- 16.05 **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.
- 16.06 **FIRST AID ATTENDANTS**
- Where the Company requests an employee to obtain a First Aid Certificate it will pay for the cost of the course upon successful completion, and the Company will reimburse the employee for lost time while in attendance at a course.
- Where a bargaining unit employee is designated as a First Aid Attendant they will be entitled to the premiums as set out below:
- | | | |
|----------|--------|---|
| Level I | \$.35 | cents per hour over the occupational rate |
| Level II | \$1.00 | cents per hour over the occupational rate |
- The First Aid Certificate requirement of the Workers Compensation Board for the Company will determine the premium to be paid.
- 16.07 **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.

16.08 **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.

The Lead Hand premium shall be paid to the Sawyer on afternoon shift if a higher level of supervision is not required.

16.09 **APPRENTICESHIP WAGE SCHEDULE**

FOUR YEARS

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

FIVE YEARS

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

- 16.10 **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.

16.11 The parties agree that employees posted or hired into the following office classifications should complete the following training schedule.:

1. **INVENTORY/BUYING CLERK**

The Parties agree that employees posted or hired into the Inventory/Buying Clerk position should complete the following training schedule:

CLASSIFICATION	DURATION OF TRAINING PERIOD
Inventory/Buying Clerk Level III	Six (6) months - during which the individual learns the basics of the job
Inventory/Buying Clerk Level II	After six (6) months
Inventory/Buying Clerk Level I	After twenty-four (24) months at Levels III and II and upon successful completion of the PMAC C.P.P. Accreditation Program Level I, or its equivalent.

2. **GENERAL CLERK**

CLASSIFICATION	DURATION OF TRAINING PERIOD
General Office Clerk	The individual learns the basics of the job.
General Clerk Level II	After eighteen (18) months classified as a General Office Clerk, and has completed the Maximizer Course Levels 1 and 2 or equivalent; and able to perform the majority of the General Clerk II functions. Notwithstanding the aforementioned, there shall be no requirement to have more than one (1) employee classified as General Clerk II.
General Clerk Level I	After successful completion of the CIC "Basic Studies in Credit", or equivalent, the classified General Clerk I shall receive a premium of one dollar (\$1.00) per hour worked. Notwithstanding the aforementioned, there shall be no requirement to have more than one (1) employee receiving the above premium.

3. **LOGISTICS CLERK**

The parties agree that employees posted or hired into the Logistics Clerk position should complete the following training schedule:

CLASSIFICATION	DURATION OF TRAINING PERIOD
Logistics Clerk Level II	The individual learns the basics of the job.
Logistics Clerk Level I	After successful completion of "Principles of Transportation and Logistics" course.

ARTICLE 17 - JOB POSTING

17.01 JOB OPENINGS (NOT TEMPORARY)

All job openings (not temporary) in the bargaining unit will be posted on the Bulletin Boards for three working days.

For the purpose of the Agreement, there are two departments, Office and Plant. Consequently, in accordance with Article 8, departmental seniority shall be given priority in the filling of such vacancies.

17.02 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 thirty (30) regular working 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.

(c) If a temporary job opening occurs for a period which exceeds thirty (30) regular working days, the Company shall post the temporary vacancy and fill the position in accordance with the principle established in 8.01 (a) and (b) of the Collective Agreement.

(d) Upon his return to work an employee who has been absent from work and whose job was filled as per Article 17.02 shall return to his job.

If an employee was absent from work as a result of illness or injury he shall return to his job provided he is reported by his doctor to be fit to return to work and perform the work in question.

17.03 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 Worker's Compensation not exceeding thirty (30) days

17.04 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.

17.05 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

If under Article 8.01 an employee who applies and is the senior applicant but is denied the job on the basis of the Company's assessment, that employee will be afforded a trial period of up to five (5) days.

17.06 **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.

17.07 **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.

17.08 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.

17.09 For the period of time during which an office employee is absent due to authorized leave of absence, injury or illness the Company may engage temporary help to assist in maintaining work coverage.

Such temporary office employees shall be paid a rate of pay equal to 90% of the listed rate for the work performed, but shall not be entitled to accrue seniority or benefits.

In the event that the temporary office employee works longer than six continuous months they will become entitled to Company benefits.

In the event a temporary office employee is offered full time employment with the Company prior to the cessation of his/her temporary employment, then any time worked will be credited towards their probationary period, and seniority shall accrue from the first day of employment as a temporary employee.

ARTICLE 18 - PENSION

18.01 The Company agrees to contribute to the Union Pension Plan on behalf of the employees in the bargaining unit as follows:

Effective April 1st, 2006 the Company will pay two dollars and ninety (\$2.90) per hour pension contribution on behalf of the members of the Pension Plan.

Effective April 1st, 2007 the Company will pay three dollars (\$3.00) pension contribution on behalf of the members of the Pension Plan.

Effective April 1, 2008 the Company will pay three dollars and ten cents (\$3.10) pension contribution on behalf of the members of the Pension Plan.

- 18.02 The Company will continue to make pension contributions for employees granted leave of absence under Section 15.02 - Leave to Attend Union Gatherings. The Company will be reimbursed for the Company contributions made from the employee's first pay cheque after the leave of absence.
- 18.03 The pension contributions made by the Company shall be forwarded to the Union at the same time as union dues pursuant to Article 4.02 (d).
- 18.04 It is clearly understood that the Company's obligation is restricted to making the pension contributions as set out in Article 18.01 above.
- 18.05 The Company will pay the pension contributions for employees who are absent from work and in receipt of Workers' Compensation wage loss benefits for a maximum of three (3) months per calendar year.
- 18.06 Employees who retire at age fifty-eight (58) or later, having twenty (20) years of service, shall have their medical premium paid by the Company until age sixty-five (65).

ARTICLE 19 - SEVERANCE PAY

- 19.01 An employee being terminated as a result of plant closure will receive one (1) week's notice or pay in lieu of notice for each year of seniority to a maximum of twenty (20) weeks. During the period of notice the company will provide an employee with four (4) hours per year of service to a maximum of thirty-two hours without loss of pay for the purpose of seeking other employment.

The provision of time for seeking employment is subject to the mutual agreement of the employee and employer as to when this time may be taken, and it is also subject to the employee providing proof of having actually utilized the time for the sole purpose of seeking other employment.

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 or laid-off will receive one (1) week's pay for each year of seniority in excess of five (5) years. Under conditions of lay-off, employees accepting this allowance will be deemed to have terminated their employment.
- 20.02 The parties agree to form a joint committee of management and union people to discuss proposed changes and their possible effects on workers where the changes result in the possibility of a reduction in the earnings of the employee(s). The parties agree that affected workers will be invited to participate on the committee.
- 20.03 An employee who is rendered redundant or displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy the employee shall have the right to displace employees with less seniority provided he/she is able to perform the job.

The right to displace employees with less seniority may only be exercised by an office employee within the group of office employees, or by a warehouse employee within the group of warehouse employees.

- 20.04 Where new or greater skills are required than are already possessed by affected employees in their current job or in a new job under the present methods of operation, such employees shall be given a period of time not to exceed six (6) months during which they may perfect or acquire the skill necessitated by the new method of operation.

The costs of education shall be borne by the company, as well as the employee's wages, if in the company's opinion, it is desirable or necessary for the employee to perfect or acquire the skills during normal working hours.

There shall be no reduction in wage or salary rates during the training period of such employee. Upon reclassification to the new position, the applicable wage or salary rates will be applied, notwithstanding article 17.03.

- 20.05 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than six (6) months, the additional training time shall be a subject for discussion between the employer and the union.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.01 This Agreement shall be for the period from and including April 1st, 2006 to and including March 31, 2009, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is March 31, 2009 or immediately preceding the last day of March in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
- 21.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.
- 21.03 The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF: The Parties have executed this Agreement this _____ day of _____, 200.

ENCORE METALS LIMITED PARTNERSHIP

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

ENCORE METALS LIMITED PARTNERSHIP

HOURLY WAGE SCHEDULE

OFFICE STAFF

(1) CLASSIFICATION	<u>Apr1/05</u>	<u>Apr1/06</u>	<u>Apr1/07</u>	<u>Apr1/08</u>
CREDIT/ACCOUNTING CLERK	20.98	21.50	22.03	22.58
INVENTORY/BUYING CLERK I	20.98	21.50	22.03	22.58
INVENTORY/BUYING CLERK II	19.67	20.16	20.66	21.18
INVENTORY/BUYING CLERK III	19.08	19.56	20.05	20.55
GENERAL CLERK I	19.67	20.16	20.66	21.18
GENERAL CLERK II	19.08	19.56	20.05	20.55
ACCOUNTING CLERK I	19.67	20.16	20.66	21.18
ACCOUNTING CLERK II	19.08	19.56	20.05	20.55
LOGISTICS CLERK I	19.67	20.16	20.66	21.18
LOGISTICS CLERK II	19.08	19.56	20.05	20.55
RECEPTIONIST/SWITCHBOARD	18.36	18.82	19.29	19.77
GENERAL OFFICE CLERK	17.68	18.12	18.57	19.03

* Plus five hundred dollars (\$500.00) lump sum cash bonus upon ratification.

*Newly hired employees shall receive ninety percent (90%) of the classified wage rate during their first six (6) months and ninety-five percent (95%) of their classified rate during their second six months. Upon completion of twelve (12) months of work, the employees will receive the classified wage rate.

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HOURLY WAGE SCHEDULE

WAREHOUSE STAFF

(1) CLASSIFICATION	<u>Apr1/05</u>	<u>Apr1/06</u>	<u>Apr1/07</u>	<u>Apr1/08</u>
FOREMAN	28.58	29.29	30.02	30.77
PLASMA OPERATOR	27.47	28.16	28.86	29.58
SAWYER	26.09	26.74	27.41	28.10
SHIPPER	25.93	26.58	27.24	27.92
SIDELOADER	25.38	26.01	26.66	27.33
FORKLIFT	25.16	25.79	26.43	27.09
SR. WAREHOUSEMAN	25.00	25.63	26.27	26.93
WAREHOUSEMAN	24.02	24.62	25.24	25.87
WAREHOUSE HELPER	23.55	23.55	23.55	23.55
BURNER TRAINEE				
0 - 3 MONTHS	23.54	24.13	24.73	25.35
3 - 6 MONTHS	24.02	24.62	25.24	25.87
6 - 12 MONTHS	25.53	26.17	26.82	27.49
After 12 months*	26.09	26.74	27.41	28.10

*Trainee will remain at this rate until the company requires another plasma operator. There will only be one operator per shift.

Re: Tom White

The Parties agree that so long as the above employee continues in the classification of Foreman, he shall receive a premium of one dollar and thirty-three cents (\$1.33) above the Plasma Operator wage rate or the wage rate for Foreman, whichever is greater.

*Plus five hundred dollars (\$500.00) lump sum cash bonus upon ratification.