

COLLECTIVE AGREEMENT

BETWEEN

RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2952)**

Effective February 1, 2006 to January 31, 2011

Errors & Omissions excepted
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COLLECTIVE AGREEMENT

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

(Hereinafter referred to as “the Company”)

OF THE FIRST PART

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

(Hereinafter referred to as “the Union”)

OF THE SECOND PART

WITNESSETH:

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

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for all of the Company's employees, as described in the current certification issued by the 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** Persons, whether employed by the Employer or from outside who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except for the purpose of instruction or in the case of emergency when bargaining unit employees are not available.
- If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.
- 1.03** It is understood that from time to time non-bargaining unit personnel may have to assist in the bargaining unit work load. The Union agrees that this may be done, provided there is no replacement of bargaining unit personnel.
- 1.04** Inventory work shall be performed by bargaining unit employees in conjunction with non-bargaining unit personnel.

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 and from the Company's present or relocated premises, for which the Union is certified, except those employees excluded by the Labour Code of British Columbia and those positions agreed to by the Letters of Understanding as excluded personnel.

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 will, after the renewal date of this Agreement, as a condition of their continued employment, join the union after completion of their probationary period, and 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, 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) Cheques will be made payable to Jim English (or his successor), International Treasurer of 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 Warehouse employees, as well as all Office 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 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 employee's "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 5 - HOURS OF WORK

- 5.01 Day Shift** - The standard work day for Warehouse employees will consist of eight (8) hours, worked between 8:00 a.m. and 5:00 p.m., with a designated thirty (30) minute lunch period. The standard work day for Office employees will consist of seven (7) hours and thirty (30) minutes, worked between 8:30 a.m. and 5:00 p.m. with a designated one (1) hour lunch period.
- 5.02 Change of Start and Stop Times** - By mutual agreement between the Company and the Chief Shop Steward, the regular starting and stopping times of standard work shifts may be changed.
- 5.03 Regular Week** - Five shifts, Monday to Friday inclusive, will constitute a regular week's work.
- 5.04 Work Performed on Sundays and Plant Holidays** - Double rate will be paid for work performed on Saturdays, Sundays and on Plant Holidays as listed in Article 6.
- 5.05 Overtime**
- a) **Overtime - Daily** – All overtime will be paid at two times (2x) the regular rate.
 - b) **Overtime - Voluntary** -The parties are agreed that all overtime will be voluntary.
 - c) **Overtime - Meal** - Employees requested to work continuously more than two (2) hours of overtime immediately after completion of their regular shift will be given one-half (½) hour on Company time to eat their meal, and will be given six dollars (\$6.00) meal money.
 - d) **Overtime - Distribution** - Overtime will be distributed equitably among the employees within particular job classifications, 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) All overtime will be voluntary, except in unforeseen emergency situations, where the Employer may require an employee to work overtime. The employee may refuse to work overtime in circumstances of this nature for exceptional personal reasons.

Banking of Overtime - Employees have the option of taking pay or banking equivalent hours (on an hour for hour basis - not subject to overtime premiums) to be taken at a mutually agreed upon time.

- 5.06 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 the appropriate overtime rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.
- 5.07 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.
- 5.08 Guaranteed Day** - Subject to the exceptions set forth in this Section and in Section 5.09, warehouse employees reporting for work at the start of the employee's shift will be guaranteed eight (8) hours of work and office employees will be guaranteed seven and one-half (7 ½) hours of work at their 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 worked)
- 3 - Reports for work on a shift for which he/she was not scheduled

- 5.09 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.
- 5.10 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 a) Office workers covered by this Agreement will receive seven and one half (7 ½) hours and Warehouse workers 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 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. | Empire Day | 11. | Christmas Eve |
| 6. | Dominion Day | 12. | Christmas Day |
| 13. | Boxing Day | | |

and any other day declared a statutory holiday by the Provincial and/or Federal Government.

b) **Floating Holiday**

In the event the Employer makes the decision to continue operations on Heritage Day based on the industry standard in the area, employees shall be entitled to a personal floating holiday in lieu of Heritage Day. Employees may take their floating holiday upon giving the Employer two (2) weeks notice during non-prime time or by mutual agreement between the Employer and the employee during the prime time period of June 1st to September 30th.

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 the plant holiday 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. Payment
- Injury) for the involved Plant Holiday(s)

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

ARTICLE 7 - VACATION WITH PAY

7.01 a) Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

Year of continuous service	Vacation Period	Vacation Pay
WAREHOUSE EMPLOYEES		
- less than 1 year	1 day for each 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 but 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*
- Over 30 years	7 weeks	14% or 7 weeks*

OFFICE EMPLOYEES

- less than 1 year	1 day for each 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 but less than 14 years	4 weeks	8% or 4 weeks*
- 14 years and over	5 weeks	10% or 5 weeks*

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

b) Any employee hired after date of ratification, having less than two (2) years service, will be paid on a percentage of earnings basis only if they work less than 1500 hours (Warehouse employees), respectively 1370 hours (Office employees) 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, accident or other causes acceptable to the company, excluding lay-off beyond two (2) months, shall not affect the employee's right in respect of vacations with pay.

7.03 For the purpose of implementing an employee's vacation allotment, the employee's anniversary date shall be the deciding factor.

For office employees, December 31st shall be used to calculate vacation allotment.

7.04 Vacation Period – 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 work schedules.

Vacations shall be scheduled by April 1st for the period of June 1 to September 30th and each employee shall be “guaranteed” at least two weeks vacation in this period (subject to having earned the vacation under the terms of this contract).

Vacation requests for periods other than the period of June 1 to September 30 may also be submitted to the Employer by April 1st.

Employees shall fill out a vacation request and present it to Management. Management will record the request and respond with “approval” or “disapproval” within ten (10) working days of the request being submitted. After that, an employee’s vacation may only be changed by mutual agreement between the employee and the Company. No employee may exercise their second/third choice, etc., until all employees have exercised their first choice, etc.

Vacations not requested by April 1st of each year shall be awarded on a first-come, first-scheduled basis.

- 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 work schedules.
- 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 – Warehouse Employees** – for hourly paid employees, 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 vacation payment will relate directly to the portion of the vacation entitlement, which is being taken at that particular time.

Office Employees – While on vacation, salaried employees will continue to receive regular payments in the form of direct bank transfers on the respective (twice monthly) due dates.
- 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 a percentage basis on the earnings of the employee, for which vacation pay has not been previously paid.

Warehouse Employees

1 year but less than 3 years	4%
3 years but less than 7 years	6%
7 years but less than 14 years	8%
14 years but less than 18 years	10%
18 years but less than 30 years	12%
Over 30 years	14%

Office Employees

1 year but less than 3 years	4%
3 years but less than 7 years	6%
7 years but less than 14 years	8%
14 years and over	10%

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 terminations will be done strictly in accordance with the principles set forth in 8.01a).
 - 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.

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 months 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 leaves the employ of the Company.
- b) Over-stays authorized leave of absence except by reasons of force majeure
- c) is discharged and no 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 8.02f)
- 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 re-hired. 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 downward 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 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.

c) There shall be only one Company wide seniority list for all employees within the bargaining unit as described in the current classification issued by the Labour Relations Board.

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.

ARTICLE 9 - SAFETY & HEALTH

9.01 Safety & 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. The Employer will conduct Safety meetings the 2nd Tuesday of each 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 Employees - 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 workmen at intervals which are reasonable and practicable under the circumstances.
- 9.09 Safety Boot Allowance** - Effective February 1, 2006 the Company will contribute one hundred and twenty-five dollars (\$125.00) per year to each warehouse employee having completed six (6) months service for the purchase of safety boots.
- Effective February 1, 2007 the boot allowance will be increased to one hundred thirty dollars (\$130.00) per year.
- Effective February 1, 2008 the boot allowance will be increased to one hundred thirty-five dollars (\$135.00) per year.
- Effective February 1, 2009 the boot allowance will be increased to one hundred forty dollars (\$140.00) per year.
- Effective February 1, 2010 the boot allowance will be increased to one hundred forty-five dollars (\$145.00) per year.
- 9.10** The Employer will provide appropriate hearing protection and will have a company to come and measure the noise levels in the appropriate work areas.

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 one bulletin board on the premises of the Company for the purpose of posting official Union notices which may be of interest to the 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. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail to the Secretary of the Union at its 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 three (3) days paid leave of absence.
- Immediate family will include parents, parents-in-law, grandparents, spouse, children and brother or sister.
- The Employer will provide additional bereavement leave without pay for up to ten (10) days.
- 10.06 Appendices** - The attached Appendices are part of this Collective Agreement and the parties are bound by their terms.
- 10.07 Jury Duty** - If an employee is summoned or subpoenaed as a crown witness 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 receive for jury duty.
- On any day when an employee is called but not chosen for jury 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 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 Division Manager or Manager, only when the employee's immediate Foreman or Chargehand is not readily available.
- 10.10 Foreman and Chargehands Identification** - The names of all Foremen and Chargehands, setting forth their official status, will be posted on the Company's Bulletin Board(s).
- 10.11 Clean Up** - At the Foreman's discretion, a warehouse employee may be allowed a clean up period of five (5) minutes before the completion of his shift for the clean up and storage of Company equipment and employee's personal tools.
- 10.12 Lay-off Notice** - In case of lay-off notice, the Company will give as much possible, but not less than one (1) weeks notice.
- 10.13 Union Appointees - Identification** - The Union will maintain with the Company a current list of the names of Shop Stewards, Committeemen and Staff Representatives.
- 10.14 Union Committees** - Union Committees as provided for in this Agreement will be of a size that will not unduly curtail the work flow.
- 10.15 Picket Line** - No employee shall be required to cross a legal picket line, which has been recognized by the Union.
- 10.16 Pay Period Adjustment** - Warehouse employees shall be paid every second Thursday, while Office employees shall be paid on the 15th and the last day of each month.

In order for this system of pay periods (for warehouse employees) to be administered, it is understood by the Parties that the Company shall retain the previous five (5) working days of the employee's earnings.

10.17 Severance Pay - The Employer shall pay severance pay in the event the Employer closes his operation and ceases to be in business and/or the employee is not recalled during his lay-off or recall period. Such severance pay shall not exceed the following formula:

1. Two (2) weeks regular wages for those employees with at least six (6) months seniority;
2. Three (3) weeks regular wages for those employees with three (3) years' continuous service, and for each subsequent completed year of continuous service an additional week's regular pay to a maximum of fifteen (15) weeks.

10.18 Preferential Hiring - When additional employees are required, the Union hall will be notified. It is agreed that the Union may refer suitable applicants for employment to the Company.

10.19 Human Rights The Company and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of Employees because of race, sex, sexual orientation, creed, religion, colour, age or national origin.

10.20 a) The Company and the Union recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Company undertakes to discipline any person employed by the Employer engaging in the harassment of another employee.

b) Sexual harassment will be defined as:

- i) Inappropriate touching, including which is expressed to be unwanted;
- ii) Suggestive remarks or other verbal abuse with a sexual connotation;
- iii) Compromising invitations;
- iv) Demands for sexual favours;
- v) Sexual assault.

c) In cases of harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where harassment may result in the transfer of an Employee, where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his or her will.

d) An Employee may initiate a grievance under this clause; at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

e) An alleged offender under this clause shall be entitled;

- i) to be given notice of the substance of a grievance under this clause;
- ii) to be given notice of and to attend, participate in and be represented at, any arbitration hearing which is held as a grievance under this clause.

f) An Arbitrator hearing a grievance under this clause will have authority to:

- i) act as a mediator/arbitrator upon application of either party dismiss the grievance;
- ii) determine the appropriate level of discipline; and
- ii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- g) An alleged offender under this clause will not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator.

10.21 The Employer and the Union agree to observe the provisions of the Individual's Rights Protection Act and the Canadian Bill of Rights.

10.22 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become and remain members of the Union, and to participate in its activities.

10.23 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 Steward, 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 department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- f) The Employer agrees that Unit President, Shop Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business.

10.24 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 the 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.

- 10.25 It is understood that from time to time office personnel and sales staff are given warehouse training. The Union agrees that this training may be provided, but it is understood by the Parties that the office personnel and sales staff in such a program are in addition to full time employees in the bargaining unit.
- 10.26 The Employer shall provide free coffee and work gloves and also supply and launder coveralls as required.
- 10.27 All new warehouse employees shall be engaged as Helpers (unless specifically hired for a different classification) and after twelve (12) months of work shall receive acting pay where the employee is assigned to perform work in another classification in accordance with clause 17.03 of this Agreement. In addition, warehouse employees after twelve (12) months' service shall be promoted from the classification of Helper to the classification of Warehouseman and receive that rate of pay.

Additional Office employees may be hired as "Apprentices" for the position of "Inside Sales - ACSR".

The training period for inside sales positions shall not exceed thirty-six (36) months, and the rate of pay shall be in accordance with the applicable rates under Appendix "A" of this Agreement.

10.28 SOAR Fund

- a) The Company shall contribute to the Union the sum of one cent (\$.01) per hour per employee for each hour worked for the SOAR Fund, (Steelworkers Organization of Active Retirees).
- b) The money shall be made payable to Local Union 2952 SOAR Fund, 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 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.
- 11.02 It is generally understood that an Employee has no complaint or grievance until he/she, either directly or through the Union, has first given the Employee's Supervisor an opportunity to adjust the complaint.
- 11.03 If, after registering the complaint with the Employee's Supervisor, 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 One

The grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated Management Representative will within a further one (1) working day give the Company's answer on Company stationary with reasons in full, and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, 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 two (2) in number) and the

appropriate representatives of the Company, 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 Company's representative will, within a further two (2) working days, give the Company's decision in writing to the Union on Company stationary, with reasons in full.

11.04 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor first became aware of the alleged violation of the Agreement.

11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.

11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the plant to view disputed operations, and to confer with the necessary witnesses.

11.07 Discipline

a) The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of 'just cause' shall rest with the Employer.

b) 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.

c) The Employee, the Shop Steward or Grievance Committee member and the Local Unit 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.

11.08 Relief

All written warnings, reprimands, suspensions, and discharges 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.

11.09 Personnel files

- a) 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) 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.
- c) 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 .

11.10 Employee Access to Personnel File

An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.

11.11 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 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.

ARTICLE 12 - GRIEVANCE PROCEDURE (SPECIAL GRIEVANCES)

- 12.01 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 (Article 11).
- 12.02 Warning - Suspension - Discharge** - Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.
- 12.03 Group or General Grievances** - Grievances of a general or group nature will be put in writing and instituted at Step 2. (Article 11).
- 12.04 Grievance Committeemen and Company Representatives** - At each of the three grievance steps the Company and the Union may have equal representation.

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 12.01 hereof, shall be submitted to a single arbitrator mutually selected by the parties.

- 13.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon employee affected by it.
- 13.04** Where the Parties are unable to mutually agree to a single arbitrator within ten (10) working days, either of the Parties may request the Minister of Labour to appoint a single arbitrator.
- 13.05** The arbitrator shall 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 him 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** The Union and the Company shall each pay one-half of the remuneration and expenses of the Arbitrator.
- 13.07** Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the arbitrator shall have the right to set aside such sanctions and deal with any grievance on its merits, provided that the delay in time complained of by the protesting party is not unreasonable and provided further that such delay has not prejudiced the party making the protest.
- 13.08** A claim by an employee that he has been unjustly discharged, suspended or laid-off may be settled by confirming the Company's decision in discharging, suspending or laying-off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.
- 13.09** a) The parties, by mutual agreement, may invoke Section 103 of the Labour Relations Board to facilitate the settling of grievances.
- b) Section 103 of the Labour Relations Board reads as follows:
- “Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, during the term of the Collective Agreement, Mr. K. Albertini, Mr. Vince Ready, or a substitute agreed to by the parties, shall, at the request of either party:
- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written submission to resolve the difference
- within 5 days of the date of receipt of the request; and, for those 5 days from the date, time does not run in respect of the grievance procedure.”
- “The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund 1/3 of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named, or his substitute.”
- 13.10 Expedited Arbitration**
- a) 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.

- b)** A panel of Arbitrators, in sufficient number to ensure the successful operation of this procedure, will be designated by the parties. Their expenses and fees will be borne by the parties. The fees are to be in an amount agreed to by all three parties.
- c)**
 - i)** Within thirty (30) calendar days after receipt of the Step 3 answer Local Union 2952 shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the Plant Manager, or their designate. Should the representatives of the Company deem that the issue does not meet the criteria of section f (i) of this Article, Local Union 2952 will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section f (i).

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.
 - ii)** 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.
- d)** 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.
- e)**
 - i)** The hearing shall be informal
 - ii)** No briefs shall be filed or transcripts made
 - iii)** There shall be no formal evidence rules
 - iv)** 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.
 - v)** 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.
 - vi)** 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.

- f)
 - i) 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.
 - ii) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 13.01 of this Agreement.

ARTICLE 14 - INSURANCE AND MEDICAL PLAN

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

14.02 Coverage The employer will supply medical coverage which will be that supplied by the Medical Services Plan of British Columbia.

Extended Health Benefits

Insurance Coverage

1. **Life Insurance**

Effective February 1, 2006 - \$86,000.00
Effective February 1, 2007 - \$87,000.00
Effective February 1, 2008 - \$88,000.00
Effective February 1, 2009 - \$89,000.00
Effective February 1, 2010 - \$90,000.00

2. **A.D.& D.**

Effective February 1, 2006 - \$86,000.00
Effective February 1, 2007 - \$87,000.00
Effective February 1, 2008 - \$88,000.00
Effective February 1, 2009 - \$89,000.00
Effective February 1, 2010 - \$90,000.00

3. **Weekly Indemnity**

Effective February 1, 2006 - \$575.00 - 1/4/26*

*Indexed to EI maximum if amount above exceeded.

4. Subsections 2 and 3 above will not apply when Worksafe B.C. is payable.

5. **General Principles**

- i) The Employer will pay 100% of the Medical and Insurance benefits as outlined above.
- ii) Participation in the plan will be a condition of employment.
- iii)
 - a) Coverage will be provided during lay-off up to an accumulative maximum 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 with one (1) year's seniority and over, for a maximum period of twelve (12) months, unless the employee has taken on temporary or permanent employment elsewhere, at which time coverage expires.

6. **Insurance Coverage Commences** - For employees who join the Company prior to December 31st, 1981, in accordance with the Company Life Insurance and Accidental Death and Benefit policies, and effective January 1st, 1982, in accordance with the terms and conditions of clause 14.02 of this Agreement.

14.03 Long Term Disability - Company agrees to deduct \$ _____ cents per hour from each employee for the establishment of a Long Term Disability Fund. Deductions to commence upon advise from the Union.

14.04 Sick Leave and Absence Control

- a) Upon completion of one (1) year of service, office employees shall be eligible for three (3) days sick leave credit per year, payable at their current classified rate.
- b) Such employees shall receive one full day's pay from the credited hours for each full working day up to three (3) days for each absence when not eligible for weekly indemnity coverage.
- c) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work. The Company shall reimburse employees for doctor's certificates requested by the Employer.
- d) Unused sick credits shall be paid out to the employee on the first pay date in December.
- e) The date for calculating the one (1) year of service and the classified hourly rate shall be December 1st of each calendar year.
- f) Payment in the year of termination or retirement shall be pro-rated on the length of service during that year.

14.05 Any medical reports that the employee has to pay for, that are required by the Employer/Insurance Carrier, will be reimbursed to the employee.

ARTICLE 15 - DENTAL PLAN

15.01 The employer shall supply a dental plan under the MSA schedule as follows:

15.02 Coverage

Plan A - Basic Dental	100%
Plan B - Prosthetics - Appliances and Crown and Bridge Procedures	60%
Plan C - Orthodontics	60%

15.03 Premium Division

Employer - 100%

15.04 Participation

A condition of employment.

15.05 Effective Date

January 1, 1986 - Three (3) month waiting period for employees first; entering the employ of the Company.

- 15.06** An annual financial statement will be supplied to any union members who are covered under this plan (MSA) and a named union representative may obtain knowledge of the plan and discuss the claims with the underwriter.

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)** 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) employee may take such leave at one time and he 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 without pay will be granted to not more than two (2) employee who has been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

- 16.03 a)** The Company will grant an employee leave of absence up to three (3) year (without pay) to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to requesting this leave.

- b)** Not more than one (1) employee may be on leave under this section at any one time and in no instance will two such leaves be granted in any six (6) month period.

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 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 or 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 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 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 - The Company will make provisions that there will be no undue delay in issuing cheques on payday.

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.

17.06 First Aid Attendants

The Employer will pay course fees and costs for authorized employees attending First Aid courses. Employees will be paid regular wage rates for any lost time to attend courses.

Level I - \$.40 per hour

Level II - \$1.00 per hour

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.

ARTICLE 18 - JOB POSTING

18.01 Job Openings (Not Temporary) - All job openings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for three (3) 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 thirty (30) days.

b) All job openings (temporary) shall be filled in accordance with the principles 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 not later than five (5) days after the removal of the Job Posting notice.

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 of the United Steelworkers of America dated 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.

19.02 The Company will pay effective February 1, 2006 two dollars ninety cents (\$2.90) per hour pension contribution on behalf of members of the Pension Plan.

Effective February 1, 2007, the contribution will increase ten cents (\$.10) for a total contribution of three dollars (\$3.00) per hour.

Effective February 1, 2009, the contribution will increase ten cents (\$.10) for a total contribution of three dollars ten cents (\$3.10) per hour.

Effective February 1, 2010, the contribution will increase ten cents (\$.10) for a total contribution of three dollars twenty cents (\$3.20) per hour.

19.03 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 employees first pay cheque after the leave of absence.

19.04 No pension contributions will be made on behalf of Office employees, who are members of, and have a vested interest in, the Company's pension plan.

19.05 The Company will pay the pension contribution for employees who are absent from work and in receipt of Worker's Compensation Benefits.

19.06 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). Only employees who retire at time of lay off or termination shall be entitled to this benefit.

ARTICLE 20 - TECHNOLOGICAL CHANGE

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

- a) **Displacement of Employees from Employment with the Company** - The Company will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential and required 'basic education' to fill the position.
- b) An employee being terminated or laid off will receive one (1) week's pay for each year of seniority in excess of three (3) years. Under conditions of lay-off, employees accepting this allowance will be deemed to have terminated their employment.

ARTICLE 21 - HUMANITY FUND

21.01 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 amounts 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 first "Humanity Fund" deduction as aforesaid shall be for the first pay period in December following ratification of this Agreement.

ARTICLE 22 - EDUCATION AND TRAINING FUND

- 22.01** i) The Employer shall contribute to the Union the sum of Five cents (\$.05) per hour per full-time employee for each hour worked for education and training of Union members.
- ii) The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8, and shall be remitted by the 15th of each month for the previous month, and the Employer shall provide necessary information regarding amounts paid for each employee.
- iii) Upon request but no less than once each contract year, the Union shall provide the Company with an account of the Fund disbursements.

ARTICLE 23 - SAVINGS CLAUSE

- 23.01** 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 or order of 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.
- 23.02** 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.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall be for a five year period effective February 1, 2006 to and including January 31, 2011 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 January 31st, 2011, or immediately preceding the last day of January in any year thereafter, by written notice to require the other Party to the Agreement to commence Collective Bargaining.

24.02 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.

24.03 The operation of Section 50(2) and (3) of the Labour Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF the Parties indicate their agreement of acceptance of all of the foregoing conditions by the signature of their authorized representatives as affixed hereunder, this _____ day of _____, 2006.

**RINGBALL CORPORATION &
VANGUARD STEEL LTD.**

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

**RINGBALL CORPORATION & VANGUARD STEEL LTD.
APPENDIX "A" - WAGE SCHEDULE**

WAREHOUSE	Feb 1/06 2.5%	Feb 1/07 2.5%	Feb 1/08 2.5%	Feb 1/09 2.5%	Feb 1/10 3%
Saw Operator	25.61	26.25	26.91	27.58	28.41
Respooler	25.32	25.95	26.60	27.27	28.09
Driver	24.92	25.54	26.18	26.83	27.63
Warehouseman	24.71	25.33	25.96	26.61	27.41
Helper(frozen)	23.62	23.62	23.62	23.62	23.62
Student	10.00	10.00	10.00	10.00	10.00

*Foreman differential to be forty cents (\$.40) per hour over the highest classified rate.

OFFICE	Feb 1/06 2.5%	Feb 1/07 2.5%	Feb 1/08 2.5%	Feb 1/09 2.5%	Feb 1/10 3%
Level 1 Inside Sales - CSR	26.47	27.13	27.81	28.51	29.37
Level 2 Inside Sales - ACSR	23.99	24.59	25.20	25.83	26.60
Level 3 Inside Sales	21.73	22.27	22.83	23.40	24.10
Order Desk Personnel	19.50	19.99	20.49	21.00	21.63
Trainee - Inside Sales	See below				
Clerical - Intermediate	16.73	17.15	17.58	18.02	18.56

CSR - Customer Service Representative

ACSR - Assistant Service Representative

*Note: Retroactive pay for office workers is subject to deduction of any commissions received during the corresponding time period.

Inside Sales – Order Desk Trainee:

The following pay rates are applicable for Order Desk Trainees for “inside sales” positions:

	Feb 1/06	Feb 1/07	Feb 1/08	Feb 1/09	Feb 1/10
1st 12 months:	15.34	15.73	16.12	16.52	17.02
2nd 12 months:	17.26	17.69	18.13	18.59	19.05

Probationary Period - Clerical Position:

During the probationary period, the hourly pay rate for clerical positions is based on 90% of the rate shown under this job classification..

Students:

Students shall be employed during the time of June 1st to Sept. 30th only.
Students will only perform such duties as have been assigned to them in past years.

Level 1

Inside Sales – Customer Service Representative

This position requires a vast knowledge of the Company’s products, pricing and discount structure, as well as all administrative procedures in connection with the handling and completion of:

- Customer Inquiries and Orders
- Credit Control
- Re-ordering Procedures and Inventory Control
- Communication with Suppliers
- Transport

Consequently, the person holding this position should have an above average ability to communicate with customers and suppliers not only verbally, but also in written form.

The Customer Service Representative (generally referred as #1 Order Desk person) also oversees the activities of other Order Desk personnel and Support Staff, and interacts with Management and Sales Representatives.

In the absence of Management, the Customer Service Representative may also be given authority to release merchandise to “overdue” accounts and to make special net quotes (within limitations).

Good general computer skills and knowledge of the Company’s computer system are essential.

Employees who have 20 years or more of seniority and have demonstrated the ability to efficiently fulfil the job requirements outlined above shall advance to Level 1 from Level 2.

Level 2

Inside Sales – Assistant Customer Service Representative

This position (also referred to as #2 Order Desk person) precludes the completion of extensive training and acquired knowledge of all tasks performed by the #1 Order Desk person, although acting only in a role of assistance and “back-up” in regards to:

- Credit Control
- Inventory Control
- Interaction with Management

Good general computer skills and knowledge of the Company’s computer system are essential.

Performance rating by the Company is not only based on the ability to handle all administrative tasks but also on “salesmanship” and interaction with customers and suppliers.

Employees who have five (5) or more years of seniority and have demonstrated the ability to efficiently fulfil the job requirements as outlined above shall advance to Level 2 from Level 3.

Level 3

Inside Sales – Order Desk Personnel

Qualifications for this position call for some experience in inside sales, computer skills and product knowledge.

The person(s) holding this position work under the direct supervision of CSR or, in his/her absence, the ACSR.

Tasks include all clerical and administrative functions associated with the order desk.

Employees who have completed two (2) years in the position of Order Desk Trainee and who have demonstrated the ability to efficiently fulfil the job requirements outlined above shall advance from Trainee position to Level 3.

Inside Sales – Order Desk Trainee

The candidate for this “Junior Position” should have the basic qualifications and education, which will allow him/her to absorb and excel in all functions performed by the Order Desk.

Preferably, the person’s educational background included graduation from a Business College or University (BC), as this will assure a certain degree of proficiency in business communication and basic business principles.

In the event of a vacancy in any of the above Inside Sales levels, the employee in the level immediately below shall be given the opportunity to fill the vacancy based on the employee’s seniority and potential to efficiently fulfil the job requirements.

The Employer shall ensure that employees in Level 2, Level 3 and the Trainee’s positions are given the opportunity to be trained on the duties in the level immediately above them.

Incumbents currently in the classifications of Inside Sales – CSR and ACSR – and Apprenticeship – Inside Sales shall be reclassified into the above levels based on their Company seniority at date of ratification.

LETTER OF UNDERSTANDING

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

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

Re: Senior Accounts Clerk - Management Exclusion

It is understood and agreed upon that the Company will continue to employ a Senior Accounts Clerk as established prior to certification of the office unit.

In addition, this position, currently held by Vida Brame, will be excluded from the bargaining unit.

The Senior Accounts Clerk will continue all of the requirements of her duties prior to the office certification.

To the foregoing, the Parties do hereby agree.

Dated _____, 2006.

**RINGBALL CORPORATION &
VANGUARD STEEL LTD.**

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

LETTER OF UNDERSTANDING

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

**AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

Re: Vacation Pay

It is understood and agreed upon that the Company may continue its practice to allow office workers to take vacations in advance of the actual vacation entitlement.

However, should an employee, upon termination, already have consumed more vacation than he had earned under Article 7.01 of this contract, the Company has the right to deduct an amount equal to the advanced vacation pay from the employee's severance pay.

To the foregoing, the Parties do hereby agree.

Dated _____, 2006

**RINGBALL CORPORATION &
VANGUARD STEEL LTD.**

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

LETTER OF UNDERSTANDING

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

**AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

Re: Students and Probationary Employees

It is understood that Students and Probationary Employees shall pay Union Dues effective from their date of hire. It is further understood that Students shall join the Union in accordance with the language in Article 4 of the Collective Agreement.

To the foregoing, the Parties do hereby agree.

Dated _____, 2006

**RINGBALL CORPORATION &
VANGUARD STEEL LTD.**

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

LETTER OF UNDERSTANDING

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

**AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2952**

SUBJECT: VACATION PAY ADJUSTMENT

At the end of each calendar year, or at the time of an employee's termination of employment, the Company will perform a calculation of each employee's vacation pay entitlement as per Article 7.01, to ensure each employee has been paid the greater of the vacation pay percentage versus weekly wages for that year's vacation entitlement.

In the event it is necessary to adjust an employee's vacation pay entitlement, the Company shall issue a cheque for the adjusted amount at the end of the following pay period.

To the foregoing, the Parties do hereby agree.

Dated _____, 2006

**RINGBALL CORPORATION &
VANGUARD STEEL LTD.**

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

