

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TITAN STEEL & WIRE COMPANY LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1<sup>st</sup>, 2002 - June 30<sup>th</sup>, 2005**

**DON MCGILL  
Secretary-Treasurer**

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**TITAN STEEL AND WIRE CO. LTD.**

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THIS AGREEMENT entered into this <sup>1</sup> *10th* day of *December*, 2002.

**BETWEEN:** **TITAN STEEL AND WIRE CO. LTD.,**  
11041 Elevator Road,  
Surrey, Province of British Columbia;  
  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:** **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province of British Columbia;  
  
(hereinafter referred to as the "Union")

PARTY 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 Employer 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 Agreement herein set forth, the parties agree hereto as follows:

**I. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including July 1<sup>st</sup>, 2002 to and including June 30<sup>th</sup>, 2005, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

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 and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

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

## **2. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term "employee" as used in this Agreement shall apply to any person performing work in any job which is covered by the bargaining unit.

The Union agrees however, that if the Employer installs equipment that requires an employee of another company to train employees of the Employer to operate that such outside persons may work on the job up to one (1) year upon agreement between the parties for such training purposes. The Union further agrees to discuss any other additional job requirements that the Employer feels should be performed by employees of other companies as each individual case merits, but reserves the right to disagree if such contracting out jeopardizes the bargaining unit.

- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, excepting as specified in (b) of this article.

All Truck Drivers operating trucks owned or leased by the Employer and used to perform work in the bargaining unit shall be members of Local No. 213.

- (d) 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, experimentation, or in emergencies. However, this shall not prevent the Union from taking up a grievance where it feels that any one (1) of these items is abused.

## **3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whoever he chooses, subject to the seniority provisions contained herein. The Employer will however advise the Union of any permanent job openings so that it may refer suitable applicants for employment.
- (b) The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee. The Union shall save the Employer harmless from financial claims arising from such action.

#### 4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

#### 5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any man who is serving on a Union committee for purposes of discussions with the Employer, when serving as a Union delegate to any conference or function, without pay, provided all requests for time off are reasonable (not to exceed ten (10) days in any one (1) year) and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b)
  - (i) The Employer may grant an employee a leave of absence of up to two (2) years to work for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave will be extended for additional periods if the Employer so wishes.
  - (ii) Not more than one (1) employee may be on leave under this Section at any one (1) time.
- (c) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (d) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work he will automatically be granted leave of absence without pay until such time as his doctor states he can return to work.

- (e) If an employee desires a leave of absence for compassionate reasons, he must obtain permission in writing for the same from the Employer. However, no legitimate request for a compassionate leave of absence will be denied. Other requests for leaves of absence may be considered by the Employer providing all vacation time is used prior to the leave.

In any instance where an employee accepts other employment without the consent of the Employer when on leave of absence or vacation for any reason, his employment may be terminated, subject to proper proof of same.

- (9) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible, prior to his actual starting time, but not less than one (1) hour, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times, as well as the progress of the injury or illness and date of return to work.

- (g) In the case of death in the immediate family, the employee affected shall be granted compassionate leave of absence according to Sections (i) and (ii), provided he requests same immediately. The absence will be at full pay at the applicable rate as set out in Appendix "A" provided that in the event of a new employee, the probationary period has been completed.

- (i) Three (3) days for parents, parents-in-law, spouse, children, step parents, grandparents, brothers and sisters, and common law spouse (as defined by law).

In addition to the above options for deaths occurring outside the country an automatic leave of absence of up to two (2) weeks without pay can be requested so the employee may attend that country.

- (ii) Up to (8) hours maximum to attend the funeral of a sister or brother-in-law.

- (h) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

## 6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to their supervisor who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

- (b) The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violation of this Agreement.
- (c) The Employer shall recognize the Shop Stewards and Chief Steward selected in accordance with Union rules and regulations, as the representatives of the employees in the respective groups or departments for which they are chosen and hereby recognizes that the power to appoint and removal thereof is solely vested in the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (**24**) hours of any new appointment or removal thereof.
- (e) Stewards shall report to their immediate Supervisors and request permission, which will not be unduly withheld, to leave the job to conduct Union business, which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend to any meeting with representatives of the Employer or such other Union business as may be required by the Union during working hours. The Employer shall allow Stewards to conduct said Union business within their regularly established working hours.
- (f) Any employee being reprimanded shall be advised that he has the right to have a Shop Steward present. Employees who have difficulty with the English language may have an interpreter present at the meeting with Management, should one be available at the plant.

## **7. WORK CLOTHES, UNION PRODUCTS AND SERVICES**

- (a) All coveralls, smocks, uniforms shall be supplied to all employees and replaced at least once weekly. The entire cost of providing, cleaning and maintaining same, shall be paid by the Employer. A minimum of four coveralls or three smocks will be supplied to each employee.
- (b) The Employer shall provide to each employee, free of charge, the following items:
  - (i) Tapes and masks as required;
  - (ii) Rain clothes as required;
  - (iii) Rubber boots and gloves as required;
  - (iv) Heavy leather gloves for handling barbed wire;
  - (v) Heat resistant gloves and clothing as required;
  - (vi) Acid resisting clothing as required;
  - (vii) Safety glasses;

- (viii) Gloves of a suitable type (upon presentation to the Employer of the old gloves);
- (ix) The Employer will pay the full replacement cost of safety prescription lenses except for photograde and tinting once per calendar year per employee upon presentation of a receipt and the damaged lenses, or non safety lenses. For frames damaged on the job, the Employer will pay up to twenty dollars (\$20.00) per year per employee for the repair of the frames.
- (x) Hard hats of a suitable type where there is a need;
- (xi) Safety boots are mandatory wearing apparel. Employees will be entitled to assistance with the purchase of safety boots up to a maximum of one hundred and eighty-five dollars (\$185.00) every two (2) years effective July 1<sup>st</sup>, 2002. Employees will be entitled to assistance with the purchase of safety boots up to a maximum of one hundred and ninety dollars (\$190.00) every two (2) years effective July 1<sup>st</sup>, 2004.

Where excessive wear occurs an employee can show his Supervisor the worn boots for review and possible approval of a second pair. All boot purchases require prior approval by the Supervisor. All used boots to be returned to the Employer on receipt of new boots.

- (xii) Special gloves for electrical work as required.
- (c) In any case where the Employer uses the services of any Linen Supply Company, vending machines, security guards, propane gas, etc., the Employer agrees to discuss with the Union the possibility of using unionized firms.

## 8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there will be no interference by the Employer with said Notice Board. Notices must be ratified by Management before posting same.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A valid Seniority List to be revised every three (3) months;
- (iii) Copies of the Employer's Welfare Plan and Sick leave provisions.

## 9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.



The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

## **10. PROTECTION OF RIGHTS**

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.
- (b) All Health and Welfare Plan payments are to be trust monies and shall be paid to the party entitled thereto not later than thirty (30) days of the date such payments are due.
- (c) The Employer reserves the right to establish and maintain reasonable rules and change when required in order to facilitate smooth operations. The Employer will discuss with the Union any additions or changes to the present plant rules before they are put into effect. Any change in rules that may jeopardize an employee's rights or employment under this Agreement or any unreasonable rules will be subject to the Grievance Procedure.
- (d) **Harassment and Discrimination**
  - 1. The Employer and the Union believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.
  - 2. No individual should suffer from or be exposed to harassment at work based upon that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, family, marital or employment status or as a result of that person's membership in or activity on behalf of the Union.
  - 3. Harassment in the workplace includes threats or a pattern of aggressive or insulting behaviour, where the person knows, or reasonably ought to know that his or her behaviour is likely to be offensive or unwelcome.
  - 4. Sexual harassment is a particularly objectionable type of discriminatory course of conduct which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment means any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome; and may include a reprisal made after a sexual advance is rejected.
  - 5. In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee may attempt to resolve the matter by informing the alleged harasser, who, if covered by this agreement may also be accompanied by a member of the Union.

6. A grievance concerning an alleged breach of this Article may be submitted directly at Step II of the Grievance Procedure within thirty (30) working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality and dispatch by all participants.
7. In cases where harassment results in the transfer of an employee, it shall be the harasser who is transferred unless otherwise agreed to by the Union and the Employer. The employee who has been harassed will not be transferred against her/his will.
8. If an employee commences any action or files a complaint with the Labour Relations Board or the Human Rights Commission with respect to any matter covered by this article, the matter ceases to be arbitrable and no proceedings may be taken under this Collective Agreement with respect to such matter, and any proceedings which may have been initiated under this Collective Agreement prior to the employee commencing an action, filing a complaint with the Labour Relations Board or the Human Rights Commission will be deemed to be abandoned.

#### **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event, the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.
- (c) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

#### **12. SUB-CONTRACTING**

The sub-contracting out of work coming under the bargaining unit shall not be allowed unless:

- (a) None of the employees are qualified for this work;
- (b) Qualified persons are not obtainable from the Union;
- (c) If the Employer determines that the job or project is too extensive to be dealt with by the Employer's employees or equipment;
- (d) This Article 12 shall not apply to the importation of goods;
- (e) Any work, except that which is routinely contracted out or an emergency, which is to be sub-contracted out, will first be discussed with the Maintenance Shop Steward or his designate a minimum of three (3) days prior to work being contracted out.

### **13. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

#### **STEP I**

The employee, with or without the Shop Steward shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

If there is no resolution during this discussion, the grievance shall be put in writing and presented to the appropriate Manager within fifteen (15) working days. Within fifteen (15) working days the Manager shall give a written response. The Union shall then respond in writing within fifteen (15) working days indicating whether the grievance is dropped or proceeding to Step 2.

#### **STEP II**

If a settlement is not reached in Step I the Union Business Representative, shall, within thirty (30) working days, contact the Company in order to arrange a meeting with the Company's representative.

The representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Company's representative.

The Company shall state its position in writing to the Union within fifteen (15) working days of the Step II meeting. If settlement is not reached, the grievance may be submitted, within thirty (30) working days, to Arbitration as set out below.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of the Agreement, he/she may invoke the Grievance Procedure at Step II as the grieving Party on behalf of the Union or on behalf of any employee or employees concerned.

### **STEP III**

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

### **STEP IV**

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or the period of improper layoff or the period of improper recall then the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly

established, or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give to him the reasons for his discharge or suspension, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. Only the reasons given in writing can be used if the grievance proceeds to Arbitration.
- (9) Any remarks on an employee's personnel record shall be deleted from such records one (1) year after the incident giving rise to such remarks and same shall not be used against the employee except in the event of an incident of a serious nature when the record shall be maintained for a period no longer than two (2) years from the time of the incident.
- (g) A Joint Advisory Committee will be formed consisting of the Shop Stewards and Business Representative of the Union and Management Representatives. This Committee shall meet as required but not less than three (3) times a year to discuss and attempt to resolve matters, other than active grievances, of mutual concern to the Parties.

#### **14. JOB POSTING OR NEW CLASSIFICATIONS**

- (a) All jobs that remain in effect for more than thirty (30) calendar days, without an employee officially posted into that job, must be posted. A job posting shall be put on the Bulletin Board for seven (7) full working days.

The Employer shall notify the successful employee or employees awarded the posted job(s) within three (3) working days after the job posting has been closed and the names of the successful applicant(s) shall be posted on the Bulletin Board within three (3) working days of the posting being closed, and the successful applicant(s) shall commence his new job within thirty (30) working days. The successful applicant for a job vacancy will be paid the job rate for the posted job on the eleventh (11<sup>th</sup>) day after he is chosen for the job.

If the successful applicant proves to be unable to do the job and less than three (3) months have passed since the posting was awarded, the job shall be offered to the next most senior employee who had applied when the job was originally posted. This employee shall have the right to refuse the job, however the six months or one year lock-in provisions of Article 20 (h) shall apply to the employee and he shall be deemed to have obtained a successful job posting which commenced from the date of the awarding of the original posting. If more than three months have passed since the original job posting, the job will be reposted.

Should the Employer hire a Maintenance Man who is qualified as an Electrician, the Company may schedule him onto shifts according to need. The Employer will encourage any existing Maintenance Men to obtain an Electrician's Certificate.

### LEARNER RATES

New employees, during the learning period of up to thirty (30) working days (forty-five (45) working days for Nail Operators, Galvanizing Operators and Nail and Wire Die Men) shall receive one dollar (\$1.00) per hour less than the classified rate. The employee shall receive the full rate when he is able to work satisfactorily on his own without the supervision of an employee receiving the training rate (Maintenance excepted).

- (b) Posted jobs shall be filled by employees making application, regardless of whether or not it is in his same category, and the senior applicant shall be awarded the job, unless after a suitable trial period of up to thirty (30) working days the senior applicant proves he is unable to do the job, subject to the Grievance Procedure. **Job** postings for Maintenance personnel will show requirements on the job posting and the job will be awarded to the senior applicant having these qualifications.

Once an employee has commenced his training period, he shall not be removed from his position in training until such time as he is fully trained except in the case of layoff.

- (c) The Employer shall have the right to place any employee into a job vacancy, or temporary job vacancy which has a duration of up to thirty (30) working days and will give consideration to seniority where practical. Prior to filling a vacancy under this clause, the Company will endeavour to fill a vacancy in the following order:

- (1) Spare Operator;
- (2) Outside Temporary Employee;
- (3) Overtime within Department.

- (d) Temporary job vacancies in excess of thirty (30) working days resulting from vacations, illness, accident, leave of absence, do not have to be posted but shall if required be filled by spare operators, available employees from other areas of the plant who can perform the job without training, taking into account seniority, and if jobs remain unfilled by hiring temporary employees. These temporary employees may be brought in up to 60 days before the temporary vacancy needs to be filled for the purpose of training.

After thirty (30) working days a notice shall be posted on the bulletin Board giving the description of the vacant job, the duration and the name of the employee being replaced. Temporary employees hired under the above will be locked into their jobs for the duration of the missing employees absence or for two (2) years whichever comes first. When the temporary job ends, or if the temporary employee is facing layoff he shall have the right to apply for any job posting that exists or bump any employee with less service time. If no such option exists the temporary employee would be laid off. If the

temporary employee is accepted into a job posting or bumps a current junior employee he shall commence his probationary period as though he was a new employee. Upon successful completion of his probationary period, his seniority shall date back to the first day he was hired as a temporary employee. Except as noted above, temporary employees do not accumulate seniority or have job bidding rights.

### **Summer Vacation Relief - April 1<sup>st</sup> to September 30<sup>th</sup>**

The employer may hire temporary vacation relief employees without a job posting for the period April 1<sup>st</sup> to September 30<sup>th</sup>. The employer will post on the bulletin board the names of the vacation relief employees hired. Vacation relief employees hired under this clause will not accumulate seniority or be able to post for jobs. These employees will not be eligible for overtime unless the employee being replaced normally works through coffee and lunch or if no one else is willing to work the overtime. These employees may not always be replacing absent employees if work is available for them during this vacation period.

Vacation relief for a maintenance man (millwrights) must have a 4<sup>th</sup> Class Stationary Engineering certificate valid in the Province of British Columbia and sufficient work experience to perform the millwright portion of the job.

- (e) Upon the return to work of an employee who was on vacation, compensation or authorized leave of absence said employee shall have the right to apply for any job within a fourteen (14) calendar day period of the date of the job posting. However, those employees who before or during their absence present the Company with a list of pre bid jobs in order of preference then such employee shall receive the job provided the list is in the hands of the Employer by the final day of the job posting and that the employee is able to commence the job within thirty (30) calendar days of the date of posting.
- (9) The Employer shall provide forms to employees, on request, who wish to apply for a posted job. The forms shall be in duplicate, one (1) copy shall be given to the Employer and one (1) copy retained by the employee.
- (g) Employees absent from a job due to:
  - (i) Occupational accidents;
  - (ii) Non-occupational accidents;
  - (iii) Illness; or
  - (iv) Leave of absence or any other approved reason;

shall be entitled to return to the job held at the time the absence commenced if they return to work within a period of twenty-four (24) months.

Employees displaced by the return to work of such employees shall be returned to their previous jobs.

- (h) A copy of each separate job posting shall be sent to the Union Office and the Chief Shop Steward along with a copy of those applications for postings received by the Employer and the name of the employee who has been awarded the posted job.

- (i) The Employer agrees to advise and discuss with the Union any decision to install new machinery or equipment which requires men to operate same, prior to its installation. At the same time the job to operate such machinery or equipment shall be posted on the Bulletin Board as set out in 14 (a) herein and present employees shall have the right to apply for same. If such machinery or equipment requires special training, either in the plant or elsewhere, then the successful applicant shall be given such training as may be required to operate same and shall be of sufficient duration to properly train such employees.

If it is not possible to establish a rate of pay for the job, the parties shall agree to an interim rate of pay and after the machinery or equipment has been in operation for a maximum of ninety (90) days, the rate shall be settled either by mutual agreement or by Arbitration as provided elsewhere in this Agreement and shall be retroactive to the first (1<sup>st</sup>) day the man starts on the **job**.

- (j) If any other job is created or put into use for which no category, classification or wage rate is set out in this Agreement, then the Employer's Representative and a Union Representative shall meet to establish a classification and wage rate for such job, prior to it being put into operation. Failure of the parties to reach agreement on the classification and rate of pay, the matter shall be settled by Arbitration as set out elsewhere in this Agreement.
- (k) During a period of up to thirty (30) learning days (forty-five (45) learning days for Nail Operators, Galvanizing Operators and Nail and Wire Die Men) on a new **job**, no employee shall **be** subject to disciplinary action pertaining to learning the new job except for his removal from the job.
- (l) General Help Jobs shall follow the job posting procedure, however first consideration shall be given to those employees returning after Workers' Compensation who have suffered some partial disablement such that they cannot return to their former job. Such employees shall be considered for general help vacancies up to three (3) months from the time declared fit for light duties by the doctor concerned. These employees shall not be able to post out of the "General Help" category but must first return to their previous classification when able.
- (m) Employees in the General Help classification on rotating shifts may exercise seniority and request a steady day shift job if scheduled by the Employer.

## **15. TECHNOLOGICAL CHANGE AND RETRAINING**

- (a) The Employer shall not introduce or implement any technological change until and unless:
  - (i) The Employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change;



- (ii) The Employer has given first opportunity to the employees effected then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
- (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.
- (iv) In the event that any part of the operation is permanently closed, it is agreed that those employees affected by the shutdown shall move to an available vacancy and should there be no vacancy shall have the right to bump the junior employee in the Plant. Employees who are not qualified to perform the work of the junior employee shall receive training of up to thirty (30) working days.

Employees affected by such closure shall automatically be considered for higher paying jobs according to seniority and must accept the job or lose rate retention.

## 16. PAY DAY AND PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid not less frequently than on an every second week basis, all wages earned by such employees to a day not more than twelve (12) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked (either double time or triple time), the rate of wages applicable, pension contributions and the total hours for which contributions were paid and all deductions made from the gross amount of wages.
- (c) An error of more than twenty-five dollars (\$25.00) gross short payment on a pay cheque shall be corrected and any monies owing be paid not later than four (4) working days from the date the Foreman on shift is notified of the error. For each day beyond the four (4) days, the matter is not corrected, the employee shall be paid an additional ten percent (10%) of the amount involved. If after four (4) days of the Foreman being notified, the matter is not corrected, then the employee shall notify the person designated by the Management.
- (d) Employees may elect to have their pay cheques deposited directly into a bank account of their choosing or to receive their pay cheques directly. Cheques will be distributed or automatic deposits disbursed from Titan's bank on the second Thursday following the pay period.
- (e) The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

## 17. ANNUAL VACATIONS

- (a) No later than March 1<sup>st</sup> of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his vacations on such list at a time same is desired: such list must be completed by April 1<sup>st</sup>. By April 30<sup>th</sup> the Company will post a completed Vacation Schedule.

The Employer shall allow a maximum of seven (7) employees off on vacation at the same time. Maintenance Department employee vacations would be in addition to this.

Every employee shall have the right to take two (2) weeks vacation during the period between May 1<sup>st</sup> and September 30<sup>th</sup> each year. Employees entitled to more than two (2) weeks vacation who wish to take their vacation in one (1) broken period must do so in the period October 1<sup>st</sup> to April 30<sup>th</sup>. The Company will schedule, if so requested, a third (3<sup>rd</sup>) week for eight (8) employees that have completed twenty (20) years service. However, employees requesting and entitled to two (2) weeks vacation will have priority over any third (3<sup>rd</sup>) week request. All employees must take at least two (2) weeks of their annual holiday entitlement. Employees with more than two (2) weeks entitlement may elect to take less than their full entitlement and be paid out for the portion of their vacation not taken.

Upon request, prior to an employee's anniversary date, the Employer shall pay out all vacation earnings on the pay day following the pay period in which the employee's anniversary falls. Any vacation time not taken by the employee's next anniversary date will be deemed to have been bought out, except for the mandatory two (2) weeks referred to above.

The Employer will schedule vacations should an employee not complete his vacation request by April 1<sup>st</sup> in each year.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment. Employees may pro-rate their vacation entitlement in six (6) month intervals for their first year entitlement only.
- (c) Employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks vacation of fourteen (14) days with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) weeks vacation of twenty-one (21) days with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.

- (e) Employees who have previously completed or subsequently complete seven (7) years as an employee and thereafter as an employee shall receive four (4) weeks of twenty-eight (**28**) days vacation with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (f) Employees who have previously completed or subsequently complete fourteen (**14**) years as an employee and thereafter as an employee shall receive five (5) weeks of thirty-five (35) days vacation with two hundred (200) hours pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (g) Employees who have previously completed or subsequently complete twenty (20) years or more years as an employee and thereafter as an employee shall receive six (6) weeks of forty-two (42) days vacation with two hundred and forty (240) hours pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (h) Employees who have completed thirteen (13) years with the Employer shall receive an additional half of one percent ( $\frac{1}{2}\%$ ) of their gross wages.
- (i) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of thirteen hundred (1300) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. General Holidays and annual vacations shall be included as time worked to achieve the 1300 hour eligibility for vacations.
- (j) In the event that an employee leaves the employ of the Employer before he is entitled to two (**2**) weeks vacation, he shall receive four percent (**4%**) of the gross earnings he received while in the employ of the Employer.
- (k) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (l) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay the employee is entitled to. Meal allowances are

not a part of gross earnings for the calculation of vacation pay. The employee shall receive his vacation cheque 3 days prior to his commencing his vacation. Forms shall be made available so that the employee may advise the Employer immediately if the money is not received.

- (m) Part time employees shall be entitled to vacations based on the calendar years of service they have with the Employer, regardless of the hours they work in each or any calendar year during their employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in Sections (c), (d), (e) and (9) herein.
- (n) Employees on a seven (7) day work week schedule will be entitled to one (1) additional week's vacation, five (5) working days, between October 1<sup>st</sup> and April 30<sup>th</sup>, and the Employer will schedule such holidays over this period giving employee preference according to plant seniority. The employee becomes eligible for the additional week's holiday if:
  - (1) he completes six (6) months or more of seven (7) day schedule in a calendar year; or
  - (2) employees who have not accumulated ~~six~~ (6) months on continuous shift during the calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>) shall receive pro-rated vacation pay based on the hours worked on the continuous shift divided by 1840 hours, multiplied by 40 hours, multiplied by his classified rate. Such payment to be made in the first pay period in January.

The employee may claim under only one (1) of the above in a calendar year and that claim clears all accumulated time.

The intent is that no employee may receive more than one (1) week (five (5) working days) in any calendar year.

Employees who do not complete twelve (12) months of continuous seven (7) day work due to having accepted a posted job or quitting will be eligible for one-half (½) of a week's vacation as wages in lieu of such vacation (Article 17 (a) will not apply), provided they have completed six (6) months of continuous shift work.

Continuous shift employees may take their vacation, days off to days off, when it can be arranged.

After entitlement an employee may request payment in lieu of holidays and be paid at that time. This entitlement is not restricted by 17 (a) above.

- (o) The Company reserves the right to close down the plant or part of the plant operations for vacations during the last week of July and the first week of August. Employees affected by the shutdown shall be scheduled to take their vacations accordingly, except for those who may be required for maintenance work. The Employer shall give notice of shutdown March 1<sup>st</sup> and employees shall schedule holidays by April 1<sup>st</sup>. Should an employee be unable to take holidays during this period, the Company will attempt to

accommodate him. The plant closures shall not be considered as the two (2) weeks employees are entitled to schedule during the period between May 1<sup>st</sup> and September 30<sup>th</sup> of each year.

- (p) Employees who elect to receive vacation pay in lieu of the time off as per Article 17(a) shall so advise the Company. Vacation pay in lieu of vacations will then be paid to the employee at the next pay period or on the pay period following his anniversary date whichever comes later.
- (q) One maintenance man (including electricians) will be allowed vacation in each week of the two (2) week Christmas maintenance period. This vacation week includes the General Holidays and, regardless of the number of work days taken off, counts as one (1) week's vacation. This will be done on the basis of seniority on a rotating basis.

**18. GENERAL HOLIDAYS**

- (a) It is agreed that all new employees shall be entitled to the following General Holidays, with pay, based on eight (8) hours of their applicable rate provided they have been employed for a period of ten (10) working days:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Thanksgiving Day	Boxing Day
Victoria Day	B.C. Day	*Floater Day

\*An employee shall give at least one (1) month's notice of his choice of day. Seniority shall prevail. If an employee requests a Floater Day off with less than one (1) month notice, the employee shall be given the day on a first come, first serve basis if there are no other employees scheduled to take the day off. New employees shall not be entitled to Floater Days until they have completed one (1) year of service.

All computed General Holiday pay shall include the following:-

- 1. Continuous Shift Premium
- 2. Shift Differential
- 3. First Aid Premium
- 4. Boiler Certificate
- 5. B.C. Trades Certificate

An employee shall be paid those premiums set out above that were received on his last day of work immediately prior to the General Holiday.

The Employer agrees that if during the life of this Agreement the Federal or Provincial Government declares or proclaims any other day than those listed herein to be a General Holiday, then employees shall receive such day off with pay as set out herein.

- (b) Employees who are required to work a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular holiday pay, receive double their hourly rate for all hours worked during that shift (triple

time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday except as excluded by the Continuous Operations Letter of Understanding.

- (c) It is agreed that the General Holiday shall take place when specified as a General Holiday by the Federal or Provincial Governments.
- (d) An employee shall be paid for each General Holiday even if it falls on his weekly days off, or on his annual vacation. Said employee shall take off his next available shift or if sufficient employees prefer to work such that there is a viable production operation then the employee shall so work and receive the additional pay.

Any other arrangements must be mutually agreed between the Union, Employer and affected employees.

- (e) Each employee who is absent up to twenty-six (26) weeks due to (a) illness, (b) non-compensable accident or (c) compensable accident when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence for any of the three (3) reasons set out herein. The rate of pay shall include the continuous shift premium where applicable in addition to the classified basic wage rate but no other premium or bonuses.

In the case of absence due to illness, compensable or non-compensable accident, and the employee is receiving W.C.B. payments or Weekly Indemnity payments, the Employer shall pay the difference between the man's regular wages as set out herein and what he receives from W.C.B. or Weekly Indemnity. The Employer may require the employee to produce a doctor's certificate. The Employer shall reimburse the cost, if any, of the doctor's certificate to any employee who is required to obtain one. If the employee wishes, he may have the Employer use such monies he would be entitled to as set out herein, used to pay his Union dues and any other legal payments required by law or the terms of this Agreement.

- (9) Employees who are laid off within fourteen (14) calendar days prior to a General Holiday occurring shall be entitled to such General Holiday with pay.
- (g) Employees working the seven (7) day schedule will take the Saturday following Good Friday as the Easter Monday holiday.
- (h) Employees may elect to have their Floater Days paid out with any remaining sick days on December 31<sup>st</sup>.

## 19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full all monies owing to him by the Employer on the date of his discharge.

- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay not later than the sixth (6<sup>th</sup>) day.
- (c) When an employee leaves the employ of the Employer, for any reason, the Employer shall give the employee his Separation Certificate showing all contributions.

## 20. SENIORITY

- (a) The Employer shall immediately and every six (6) months thereafter, supply the Union with and post on the Bulletin Board, a Seniority list setting out the name, classification and date of employment of all employees who have completed the probationary period. Persons employed for vacation relief work only, for a period of five (5) months or less, shall not accumulate seniority.
- (b) Seniority will be on a plant-wide basis.
- (c) The Employer may move personnel up to ninety (90) working days in order to provide a vacancy for the senior employee who is to be laid off or re-hired. The Union and the Employer will endeavour to achieve consent with such moves beyond thirty (30) working days. Moves beyond ninety (90) days will only be maintained with the consent of employees involved. After ninety (90) working days, the Employer is prepared to train the senior displaced employee where necessary. An employee having five (5) years seniority when not recalled from layoff according to Seniority shall, after thirty (30) working days, be trained to perform the job function of the junior employee.
- (d) Layoffs and re-employment shall be based on plant-wide seniority; that is, the last person hired shall be the first person laid off and the last person laid off shall be the first person recalled, provided always that the senior employee has the necessary ability to perform the work available. The Employer will post notice of lay-off by Wednesday of any week for an employee lay-off to be effective the following Sunday providing the employee has completed the probationary period. A layoff is effective even if an employee is on one (1) of his regular days off, on vacation or leave of absence. A recall will be on a normal shift rotation basis.
- (e) In the event of a layoff and/or reduction in the work force in a classification, the junior employees where able shall occupy job vacancies created by the layoff if such production is necessary. Should the junior employees not have the necessary experience then spare operators or other plant employees shall be used to fill such vacancies. However, the employee shall maintain his present rate of pay until such time as he is able to return to his former position. If, after one (1) year, the employee has not returned to his former position, he shall be classified into the position he has been placed into, or if the placement was the result of a consent move under Article 20 (c), he shall be retrained. The employee will receive the basic applicable rate of his former job or the new job whichever is higher.

- (9) In the event that the Employer schedules some jobs on a 7 day operation and some jobs 5 day operation within a classification, then employees shall be scheduled according to their preference for either a 7 day or a 5 day operation on a seniority basis as far as scheduled vacancies allow in their preferred shift type of operation.

Employees shall indicate their preference within *two (2)* weeks of the signing of this Agreement. The Employer shall supply forms, in triplicate, a copy of which shall be supplied to the Union office and the Committee of Stewards.

If the Employer wishes to institute any other form of continuous shift 7 day operation, it must ratify same with the Union and the details (i.e. overtime days, etc.) shall be covered by a letter of understanding.

- (g) A probationary period of ninety (90) working days shall apply in the case of new employees.

When the probationary period is completed, seniority shall commence from the original date of hiring. The Employer shall still be required to justify the dismissal or layoff of any employee who is on the probationary period.

The Employer will provide probationary employees with written appraisals every thirty (30) days. Copies of the appraisals shall be given to the Shop Steward.

- (h) In the case of new jobs or vacancies as set out in Article 14 herein, that procedure will be followed and the senior employee applying where there ~~is~~ a difference between the Employer and the Union as to whether the senior employee has the ability to do the job, shall be afforded a trial period of up to thirty (30) working days to demonstrate his ability. If he ~~is~~ unable to perform the job, he shall be returned to his former job. No employee shall be entitled to more than one (1) successful bid in any twelve (12) month period for any job classification having an equal or lower basic classified wage rate than the employee's basic classified wage rate at that time, and no employee shall be entitled to more than one (1) successful bid in any six (6) month period for any job classification having a higher basic classified wage rate than the employee's basic classified wage rate at that time.

- (i) Seniority shall be lost if an employee:

- (i) Voluntarily leaves the employ of the Employer; or
- (ii) ~~Is~~ discharged for cause; or
- (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
- (iv) Has been out of employment by the Employer for a period that exceeds the seniority accumulation period in (j) below.

- (j) Seniority status of employees shall be maintained and accumulated during:

- (i) Absence due to temporary layoff due to lack of work for the following periods:



Under one (1) year's service - ninety (90) calendar days;  
Over one (1) year but less than five (5) years - one (1) year;  
Over five (5) years - two (2) years.

**21. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Each employee shall work and be guaranteed eight hours each day with half (½) hour off for lunch and a consecutive guaranteed five (5) day, forty (40) hours work week. The work week shall be Monday to Friday inclusive, except as set out in (g) herein.
- (b) The daily eight (8) hours work day will not apply where employees work an afternoon or graveyard shift when the hours will be seven and one-half (7 ½) hours with eight (8) hours pay for the afternoon shift and seven (7) hours with eight (8) hours pay for the graveyard shift. The day shift shall not start prior to 7:00 a.m., nor later than 9:00 a.m. and the afternoon shift shall not start prior to 3:30 p.m., nor later than 5:30 p.m. and the graveyard shift shall not start prior to 11:00 p.m., nor later than 1:00 a.m.

Employees shall receive eight (8) hours of shift premium for each regular or full overtime shift completed. The shift premium shall also be paid for hours worked on overtime except lunch and coffee break overtime.

Afternoon Shift	-	0.50
Graveyard Shift	-	0.55

A computer print-out showing overtime hours for each employee shall be made available to a Shop Steward every two (2) weeks.

If overtime is worked on a shift where shift premium is paid, the shift premium will not be included in the rate for calculation of overtime. Galvanizing Line Operators and Patenting Line Operators shall be guaranteed one (1) hour overtime per day for working through the lunch break and two (2) coffee periods when their respective operations are producing wire products.

Employees recalled from a lay-off during the middle of the week will not be eligible for the guaranteed work week and shall not be guaranteed forty (40) hours of work.

The above Sections (a) and (b) are intended to mean a guarantee of forty (40) hours of work or pay for each employee, once such employee commences work in any calendar week █████ a.m. Sunday to midnight the following Saturday. The provisions of this Section will not apply in the case of shutdown necessitated by fire, flood, earthquake, gas, water and electricity failure. However, the Employer will pay employees the amount of any claim for wages if successful in its claim against the outside party causing the interruption.

The above guarantee shall not apply to employees who have not completed their probationary period or during maintenance shutdown periods.

- (c) Where shift work is required by the Employer, shifts must be rotated at least every seven (7) days and shall be done in such a manner as to ensure that employees have a minimum of twelve (12) consecutive hours free of duty on the changeover. The Employer shall not be bound by shift rotation for spare operators.
- If any employee does not receive the said twelve (12) hour period free from duty, he shall receive double time rates for each hour of work during the said twelve (1) hours.
- (d) Any hours worked in excess of eight (8) Monday to Friday as defined in Section (a) above in any one (1) day shall be at the rate of double time, except as set out in clause (t) herein.
- (e) All time worked on an employee's normal scheduled days off shall be at the rate of double time.
- (f) Any employee called in to work in any emergency after his working day has been completed shall be paid a minimum of two (2) hours pay at the rate of double time, except when an employee is called in early immediately prior to his regular shift when he shall be paid a minimum of one (1) hour's pay at the rate of double time.
- (g) Whenever the Employer schedules a seven (7) day plant operation to the end that employees will work other than Monday to Friday, then every fourth (4<sup>th</sup>) week the employees shall work and receive one (1) day at overtime rates. Employees shall not refuse to work this overtime day.
- (h) Time clock and time cards, or an equivalent means of recording attendance, shall be used for recording time, date and attendance before commencing work, and upon completion of an employee's work, and all time shown thereon be paid for as stated above.
- (i) All employees shall have the right to refuse to work overtime except as set out in (g) herein.
- (j) If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked but continual tardiness will subject him to dismissal.
- (k) All overtime shall be broken down into six (6) minute units, based on one-tenth (1/10<sup>th</sup>) of the applicable hourly rate, times double time or triple time, as applicable.
- (l) When employees are advised to report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do, provided they are ready for work, excepting as set out in Section (9).
- (m) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned, who normally perform such work, provided the employees wish to work such overtime.

Should additional employees be required for such overtime, employees applying for the overtime with the least amount of overtime hours, who are capable of doing the work shall be selected.

For five day weekend overtime scheduling, the week for eligibility will run from Monday **12:00** a.m. to Sunday **12:00** p.m. Thus, both Saturday and Sunday are included in the same weekend.

- (n) Spare Operators on overtime can only do the work they are scheduled to do on weekends. They cannot be used in other classifications. If work becomes available in other classifications, an employee who works in that classification must be called in to do the work.
- (o) When first aid coverage is required for workers working overtime, the Company will provide first aid coverage in one of the following manners:
  1. The First Aid Attendant working his regular job.
  2. By assigning a First Aid Attendant in the classification requiring overtime who can perform the work and who has volunteered to do so.
  3. By assigning first aid duties to another employee working overtime who has the appropriate First Aid Ticket but is not a designated First Aid Attendant (in such cases the employee will receive the First Aid Premium while working the overtime).
  4. By assigning the first aid duties to a staff person who has the appropriate First Aid Ticket.
  5. By creating an overtime job for a First Aid Attendant who has indicated a willingness to work overtime.
- (p) The minimum overtime pay for time worked in excess of an employee's regular daily shift shall be one **(1)** hour, except as set out in Article **22** (d) herein.
- (q) Employees may request in writing to exchange complete or partial shifts. This will normally be granted provided that the two **(2)** employees are in the same job classification and are able to satisfactorily perform each others work and that the request is not for a permanent shift change and the frequency of change is not excessive. The twelve **(12)** hour shift changeover rest requirements as set out in Article **21** (c) herein shall not apply.
- (r) In the event that any employee other than Spare Operators commences a five **(5)** day Monday to Friday week and is re-scheduled mid-week to a seven **(7)** day operation, then the five **(5)** day schedule will still be considered to be in effect such that work on the sixth **(6<sup>th</sup>)** day or seventh **(7<sup>th</sup>)** day would be at double time. Employees except Spare Operators on a seven **(7)** day operation may only be scheduled to a five **(5)** day operation at the end of the work week. Employees who are transferred to a seven **(7)** day operation shall be given notice by Wednesday to be effective the following Sunday.

This notice shall be construed as intent and not restrictive, as less notice may be necessary.

- (s) Employees on a continuous seven (7) day basis that have a scheduled overtime shift falling on a General Holiday as set out in Article 18 of the collective agreement and who do not work on the General Holiday shall be paid at eight (8) hours at double times the hourly rate of pay as set out in Appendix "A". **Also**, such continuous shift employees that have their scheduled overtime shift falling on a General Holiday and do work that overtime shift, shall receive pay as follows:

8 hours pay for 8 hours work done;  
 8 hours premium for working the guaranteed overtime shift;  
 8 hours premium for working a shift on the General Holiday;  
 8 hours pay in lieu of taking the General Holiday on some other day.  
 Employees that wish to take a holiday on some other day than the General Holiday worked, shall receive twenty-four (24) hours pay at the rate of pay as set out in Appendix "A", plus a day off with pay.

The Employer agrees to the above provisions only on the understanding that continuous shift employees shall be available for work on all scheduled overtime shifts including if required those falling on a General Holiday.

- (t) The Employer will permit requests from employees in a department operating the same or very similar equipment for steady shift work in place of rotating shifts.
- (u) Should an employee be called in during his regular work week to cover one-half ( $\frac{1}{2}$ ) of a shift not adjoining his normal shift then the employee shall be paid at two and one-quarter (2 $\frac{1}{4}$ ) times his classified rate.
- (v) **PATENTING LINE, GALVANIZING LINE, MAINTENANCE DEPARTMENT CONTINUOUS SHIFTS VERSUS 5 DAY NOTICE OF SHIFT CHANGE OFFER**
- (a) 10 full days notice will be given for each shift schedule change and such shift change shall continue for a minimum of 28 days except as provided below.
- (b) Provided 72 hours prior notice has been given, the Employer may schedule Saturday shifts only during the last two weeks of the 5 day cycle. Such shifts will be worked notwithstanding the voluntary overtime provisions of the collective agreement and will be paid for at double time rates of pay.
- (c) Shifts may be scheduled on a voluntary basis during other Saturdays and Sundays during a 5 day cycle and if worked shall be paid for at double time rates.

This work will be offered to employees on the following basis:

- (i) Those who normally perform the work;
- (ii) Senior qualified employees from other departments in the plant including off shift spare operators;
- (iii) Spare operators on shift. Spare Operators on shift will receive only regular rates of pay.

**22. LUNCH AND REST PERIODS**

- (a) The employees shall receive one-half (½) hour off for the purpose of eating a meal as per Addenda II. Times for Lunch periods may only be changed by mutual agreement between the company and the employees.
- (b) All employees shall receive a ten (10) minute break in each half of their daily shift. The time for said breaks to be as per Addenda II. Times for rest breaks may only be changed by mutual agreement between the company and employees.
- (c) **OVERTIME MEALS** - Employees required to work two (2) hours or more overtime before or after completion of their regular shift will receive a ten (10) minute break within the first hour commencing his overtime and will be paid a meal money allowance and one-half (½) hour at regular time to eat their lunch. The Employer may schedule the half (½) hour rest break to take place not earlier than two (2) hours or later than four (4) hours following a regular shift.

**MEAL ALLOWANCE** - \$8.00 and to be paid on the employee's next pay cheque.

The lunch rooms shall have adequate seating based upon usage.

- (d) No employee shall be interrupted from completing his lunch or coffee breaks, except in an emergency.

Machines in the Wire Draw, Strander, Stabilizer and/or Nail Departments may be scheduled to run or to be shut down during lunch and/or rest periods. The following options shall apply:

<b>Break</b>	<b>Scheduled to Run</b>	<b>Premium</b>
Rest Periods	Shut Down	0
Rest Periods (both)	Operator Scheduled to work	½ hr. at O/T rate
Lunch	Shut Down	0
Lunch	Operator Scheduled to work	½ hr. at O/T rate
Lunch & Rest Periods	Operator Scheduled to work	1 hr. at O/T rate

When requested to do so by the Company, employees in other departments than those listed above shall have the option of working through their lunch and/or rest periods under the above schedule.

### **23. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous **job** and rate of pay for a period of one **(1)** week, to see if he or she is able to do the job he or she held at the time of injury.
- (b) If after that time it **is** proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is not possible and the employee's service is terminated, the employee shall be entitled to severance pay as per Article 27 (a). This section is subject to the Grievance Procedure.
- (c) The Employer shall notify the affected employee and the Union in writing that the Employer **is** disputing a Workers' Compensation claim.

In such cases the Employer shall pay any wages lost by the employee when he attends Appeal Board hearings. If requested by the employee, **an** employee on graveyard shift shall receive an unpaid leave of absence from the shift prior to the hearing.

### **24. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article 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 the Union, 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 dispute to the procedure as outlined in Article 13 herein.

### **25. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided that he reports to Management.

**26. SANITARY FACILITIES**

The Employer agrees to maintain, on a continuous basis, clean, sanitary washrooms, change rooms, shower facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

The Employer may use outside cleaning services to maintain sanitary facilities and/or clean up of plant and equipment with particular regard to dust.

**27. SEVERANCE PAY**

- (a) Employees whose employment is terminated by the Employer for any reason other than just cause, provided they have completed one and one-half (1 ½) years of service with the Employer, shall receive one (1) week's pay at their then regular rate of pay. The employee shall receive one (1) additional week's severance pay after completion of three (3) years service and a further week of pay for each additional year of completed service.
- (b) The above shall not apply in cases of layoff for a period of less than six (6) months.
- (c) The Company will advise any employee of his/her eligibility to receive severance pay and will immediately pay same if requested on the understanding that seniority is lost on the employee's acceptance.
- (d) Employees aged 55 and over with 25 years service who quit the Company or take early retirement will receive severance pay according to the following scale.

**Effective July 1/00**

Age 55 - 60	\$10,500
Age 61	8,500
Age 62	6,500
Age 63	4,500
Age 64	2,500

The above package will apply only to those employees actively working on a continuous basis for the Company at the time of severance.

The Company may limit the number of employees who accept this package to six (6) per fiscal year (September 1 - August 31).

**28. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (b) **First-Aid**

It is agreed that First-Aid facilities according to the Workers' Compensation Board requirements and a qualified First-Aid Attendant shall be provided for

by the Employer on each shift provided an employee on that shift will obtain a certificate and said First-Aid attendant shall be paid \$0.90 per hour premium in addition to his regular wage effective July 1<sup>st</sup>, 2002.

Should a shift not have a First-Aid man the vacancy will be posted on the Bulletin Board so that employees interested may apply. An employee with a First-Aid Ticket may enjoy super seniority, consistent with Workers' Compensation Regulations at layoff. It is recognized that seniority as well as ability and St. John's Ambulance course requirements be considered in the choice of an employee applying for a posted First-Aid vacancy.

If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). However, the employee shall have the sole right to decide if he wishes to take the course. The employee shall also be paid at his hourly rate at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

Employees with First Aid Tickets required to relieve the regular posted First Aid Attendant shall be paid the first aid premium for all hours worked.

When six (6) or more bargaining unit members are present, First Aid Attendants will first be chosen from bargaining unit members for all shift coverage. If no bargaining unit member is available, any qualified First Aid Attendant may be used. First preference will be given to bargaining unit members if overtime is required for First Aid Attendants.

For the monthly work in process counts or other staff activities, if a staff member involved has a First Aid ticket that staff member will be the designated First Aid Attendant for that shift providing no more than five bargaining unit members are present.

(c) In the event of an employee becoming ill during his shift, the employee shall report directly to the First-Aid man on his shift, stating his illness, and if the employee wishes to go home due to such illness, permission to do so will be granted by the First-Aid man in conjunction with the Foreman and shall be so entered into the First-Aid record book.

(d) It is recognized by the Employer and the Union that First-Aid coverage on continuous shift operations is desirable and hence the following shall apply:

Where the Employer schedules a seven (7) day week and an employee with a First-Aid ticket applies for continuous shift he shall acquire super seniority if he is required as a First-Aid Attendant. Should an employee post out of a seven (7) day operation or elect not to work continuous shift operation as in 20 (e) the employee may lose his right for payment for his ticket in this section.

(e) Employees who are injured on the job, who are required to go to a doctor or hospital, shall be provided, free of charge, transportation by either taxi, car or ambulance to the doctor or hospital and return transportation to pick up



his car if able to do so, or to his home if not able to do so. If the injury is serious and no ambulance is available, a qualified First-Aid attendant, if available, shall accompany the injured man to the doctor or hospital.

**(9) Safety Committee**

It is mutually agreed that a Safety Committee consisting of four **(4)** employees selected by the Union members employed by the Employer and four **(4)** members of the Employer's Management shall meet not less frequently than once a month in accordance with the Workers' Compensation Board regulations. Minutes of such meetings shall be posted on the Bulletin Board within two (2) days of such meetings and copies sent to the Union and the Employer's Office. Union members will be paid at straight time at the employees basic rate for the duration of the meeting.

- (g) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the matter.

Should the employee not be satisfied, he may request the presence of the Shop Steward, and the opinion of the Maintenance man on shift. Should agreement not be reached, the matter shall be resolved by senior Management, however this does not preclude the right of the Union to take the matter to Arbitration.

- (h) No persons other than a qualified Maintenance man covered by this Agreement shall perform maintenance work on any equipment that comes within the scope of the bargaining unit. Nothing in this Agreement shall prevent electricians from performing other maintenance work or other maintenance men from performing electrical work within their capabilities.

- (i) The procedure for operation of the Boiler and responsibility for same shall be discussed and agreed to by the Union and same shall be typed up and signed by both the Union and the Employer and posted in a conspicuous place in the Boiler Room.

- (j) All machinery installations must be completed, and all guards, covers, hand rails, etc., required for safe operation must be installed prior to such machine being put into actual use.

- (k) The Employer agrees to provide adequate lighting in the parking area.

**29. MANAGEMENT RIGHTS**

- (a) The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations and to hire, layoff, promote and direct the working forces, and also to demote, suspend, discipline or discharge employees when there is just cause. The Employer also has the exclusive right to assign employees to jobs, to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, to schedule the products and methods of processing and means of production and handling.

- (b) Provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

### **30. HEALTH AND WELFARE AND PENSION PLAN**

- (a) Effective July 1<sup>st</sup>, 2002 the Employer agrees to continue participation in the Teamsters (Local 213) Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue contributions to the Plan and Fund on the following basis:
- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
  - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date;
    - (i) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits, except Dental;
    - (ii) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to all benefits;
    - (iii) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to all benefits for temporary employees;
    - (iv) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B. C. Government which has not opted out.
Group Term Life Insurance	\$30,000.00. Effective August 1 <sup>st</sup> , 1999 this will be increased to \$50,000.00
Accidental Death & Dismemberment Insurance	\$30,000.00. Effective August 1 <sup>st</sup> , 1999 this will be increased to \$50,000.00
Weekly Indemnity Benefits	Non-occupational coverage of \$500 per week commencing on the first day of accident, or the fourth day of illness for a maximum 26 weeks duration.
Long Term Disability Benefit	\$2,000.00 per month non-integrated
Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 75% coverage Orthodontic (Part C) - 75% coverage
Extended Health Care Benefit	\$25.00 deductible, 100% reimbursement above deductible with vision care (\$250.00 in any twenty-four (24) month period)
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms and of that benefit.

- (b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters (Local 213) Miscellaneous Division Health and Welfare Plan by the tenth (10<sup>th</sup>) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters (Local 213) Miscellaneous Division Health and Welfare Plan.

- (d) When any employee goes off work due to a non-work related illness or injury, the Employer shall continue to pay such employee's Welfare Plan payments for a maximum of twenty-six (26) weeks.
- (e) When an employee goes off work for a work related illness or injury, the Employer shall continue to pay such employee's Welfare Plan payments for a maximum of fifty-two (52) weeks.
- (9) For employees who are laid off, the Employer shall remit sufficient premiums to provide employees with M.S.P., E.H.B. and Life Insurance benefits. This lay-off provision shall take effect on the first day of the month following the month in which the employee was laid off and shall continue for a period of three (3) months, or until the employee is recalled. However, in the event that such laid off employee becomes employed by another employer who is a participant in the (Local 213) Miscellaneous Division Health and Welfare Plan and becomes covered under that plan with said new employer, his lay-off coverage with his previous Employer shall cease.
- (g) The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer, except for Long Term Disability which shall be paid fifty percent (50%) by the employee and prepaid prescriptions which shall be paid fifteen percent (15%) by the employee. The Employer shall reimburse employees for any costs incurred for medical reports specifically requested by the Employer.
- (h) Once every two (2) years, the Company may seek bids from outside insurance companies. Bids must be for a benefit package identical to that listed above.
- (i) If an outside bid is ten percent (10%) or more **less** than the Teamsters Plan, the Plan can either match the bid, or, upon giving the Plan thirty (30) days notice, the Company may move to the new carrier(s).

**(Note:** The Union will provide a letter to the Company agreeing to provide whatever claims information it has available for the Company to use in seeking the outside bids. Such claims information will be for a period not exceeding three (3) years.)

**(j) Sick Leave**

In addition their Welfare Plan, on January 1<sup>st</sup> of each year employees shall be credited with six (6) sick days for use during that year.

Employees hired during the year shall receive four (4) hours sick leave with pay for each month of service between their hire date and January 1<sup>st</sup>.

Employees who leave the Company shall have their sick days pro-rated on the basis of four (4) hours per month from January 1<sup>st</sup> to their termination date. Any accumulated sick days not taken under the pro-ration shall be paid upon termination or any sick days taken in excess of those provided under the pro-ration shall be reimbursed to the Company from the employee's final pay.

Each December 31<sup>st</sup>, all accumulated time not taken shall be paid out in cash to each employee at his then current basic hourly rate (no shift differentials or premiums).

**(k) Pension Plan**

The Employer will contribute two dollars and seventeen cents (**\$2.17**) per hour on behalf of each employee into the Teamsters Canadian Pension Plan according to the following:

Pension will be paid for eight (8) hours on all completed afternoon and graveyard shifts regardless of whether the employee works through lunch and/or coffee breaks. Dayshift and partial shifts will be paid on the basis of hours worked. Overtime pension is paid on hours worked except as set out in Letter of Understanding attached.

- (l) The Employer shall continue to pay the Employer portion of Health and Welfare premiums during lay-off up to a cumulative maximum of three (3) months, in a calendar year beyond the current month of lay-off. The Employer shall retain an amount to cover the employee contribution at the time of lay-off.

**31. LOSS OR DAMAGES, ETC.**

No member of the Union on Employer business shall be required, by deduction of salary or otherwise, to reimburse the Employer for damages to vehicles or property, or any loss of equipment or goods through thievery.

**32. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

**33. TRANSPORTATION**

No employee shall be required to use his or her car on Employer business.

**34. MEDICAL EXAMINATIONS**

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense. Any waiver requested by the Medical Examiner, allowing him/her to forward the medical report to the Employer, shall be automatically granted.

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- (2) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours pay at straight time General Help rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
  - (ii) Where there is no agreement between the Employer's appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any **loss** of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

### **35. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall **be** those as attached hereto in Appendix "A".
- (b) When an employee is called to work on one **(1)** of his days off he shall receive a minimum of four **(4)** hours pay at the overtime rates. If he does not commence work, he shall receive two **(2)** hours pay.
- (c) When an employee meets with an accident at work, he or she shall be paid one **(1)** full day's wages for the day he or she meets with and **is** absent due to the accident.
- (d) If any employee is put onto a higher paid job, he shall be paid at the higher rated pay rate for a full day, for each day or part thereof that he is employed therein.
- (e) Each employee hired under a specified classification shall immediately he commences work be paid the rate for that classification except as provided in 14 (a) and (d).
- (f) **All** maintenance personnel who hold a permanent certificate valid for operating the Company's boilers shall in addition to all other wage differentials receive seventy-five cents (75¢) per hour added to their base rate. There shall be at least one **(1)** Maintenance man on each shift whom the Employer shall designate as responsible for the operation of the boiler. This designate must stay on site for his entire scheduled time and is

compensated by the Boiler Ticket premium above. It is mandatory that all Maintenance men except Electricians holding an Electrical Trades Certificate obtain a valid permanent Engineering Certificate valid for operating the Company's Boilers within twelve (12) months from commencing work in the Maintenance job classification. A temporary Certificate shall be obtained for a person requiring same and the employee enrolled in a suitable Boiler Course. Satisfactory progress must be made through regular studying and examination to keep the temporary certificate valid as required by the Boiler Inspection Department.

- (g) Maintenance employees holding a valid B.C. Trade Ticket or its equivalent shall be compensated for at the rate of fifty cents (50¢) per hour added to their base rate.
- (h) **Continuous shift premium -**  
\$1.85 per hour
- (i) Spare Operators that have completed six (6) months in the Spare Operators classification will be entitled to a forty cent (40¢) premium per hour added to their base rate.
- (j) Helpers will be made available to Galvanizing and Patenting Operators as required.
- (k) **Wire Drawers**
  - (1) Drawing 50 carbon and higher  
9.5 mm to 11 mm 45¢ per hour  
above 11 mm 65¢ per hour
- (l) If decided by the Employer, during shutdown periods, Galvanizing and Patenting Line Operators must be available on a rotation basis for non-production purposes. Galvanizing and Patenting Line Operators must be available for one (1) overtime shift per month as scheduled.
- (m) All Spare Operators when assigned to a classification (i.e. to cover holidays, illness, leave of absence) shall during their assignment to a classification be entitled to receive overtime on the same basis as regular employees would in that classification. When a Spare Operator is not replacing an absent employee he will not be entitled to overtime.

### 36. SOLICITATION OF FUNDS

There shall be no coercion or intimidation in solicitation of funds of the employees by Management for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

**37. PAID ELECTION TIME OFF**

The Employer shall not alter regular or normal hours of employment to circumvent the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

**38. TRUCK MAINTENANCE AND SAFETY**

- (a) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or not equipped with the safety appliances prescribed by law, or not having a valid testing station sticker. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) All trucks owned by the Employer must have steps or other similar devices to enable drivers to get in and out of the body, for safety purposes.
- (c) The Employer shall install heaters, defrosters, and seat belts on trucks owned by it.

**39. TOOL INSURANCE**

The Employer shall provide, at its expense, Tool Insurance coverage to each eligible employee at replacement cost for Maintenance men and Apprentices. Such coverage shall pay the cost of replacing an employee's tools at equal value, tool for tool, at no cost to the employee.

Each employee will provide a priced inventory of **his tools**, on a form supplied by the Employer, to be eligible for Tool Insurance.

**40. RAILROAD TIE-UP**

Employees late for work due to railroad tie-ups at the Surrey Fraser dock will be credited for all time from his normal starting time and will not receive reprimands for same.

**41. JOB TRAINING**

When any employee is required to train another employee on a specific job, the employee who is acting as instructor shall receive an additional one dollar (\$1.00) per hour above his classified rate of pay for each hour spent in training the other employee.

IN WITNESS WHEREOF THE Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signatures and Seal by its Officers duly authorized therefor.



DATED at Vancouver, this 16th day of December, 2002.

ON BEHALF OF THE COMPANY

[Signature]

J. M. Matheson

ON BEHALF OF THE UNION

[Signature]

[Signature]

[Signature]  
[Signature]

APPENDIX "A"  
WAGE SCHEDULE

CLASSIFICATIONS	EFFECTIVE JULY 1/02	EFFECTIVE JULY 1/03	EFFECTIVE JULY 1/04
Electrician	\$25.82	\$26.34	\$26.87
Maintenance Man	\$25.82	\$26.34	\$26.87
Spare Operator	\$23.00	\$23.46	\$23.93
Cleaning Line Operator	\$23.00	\$23.46	\$23.93
Shipper-Receiver	\$23.00	\$23.46	\$23.93
Quality Control Technician	\$23.00	\$23.46	\$23.93
Die Maker - Nail Shop	\$23.00	\$23.46	\$23.93
Die Maker -Wire Mill	\$23.00	\$23.46	\$23.93
Storesman	\$23.00	\$23.46	\$23.93
Galvanizing Line Operator	\$22.71	\$23.16	\$23.62
Patenting Line Operator	\$22.71	\$23.16	\$23.62
MP Machine Operator	\$22.52	\$22.97	\$23.43
Nail Machine Operator	\$22.52	\$22.97	\$23.43
Strander Operator	\$22.52	\$22.97	\$23.43
Extruder Operator	\$22.52	\$22.97	\$23.43
Wire Drawer	\$22.34	\$22.79	\$23.25
Fork Lift Operator	\$22.34	\$22.79	\$23.25
Compactor	\$22.34	\$22.79	\$23.25
Helper-Galvanizing, Patenting, Rewinding, Bundling	\$21.73	\$22.16	\$22.60
Nail Packer	\$21.73	\$22.16	\$22.60
Nail Polisher	\$21.73	\$22.16	\$22.60
Maintenance General Help	\$21.73	\$22.16	\$22.60
Plant General Help	\$21.29	\$21.72	\$22.15
Janitor	\$21.29	\$21.72	\$22.15
Weekend Student	\$11.48	\$11.71	\$11.94

- \* Temporary Student Employee                      80% of posted rate in the first year of employment, full rate thereafter
- \* Temporary Student Employees may only be used for vacation relief as described in 14-d.

## APPENDIX "B"

From September 26<sup>th</sup>, 1979, the Employer shall have the right to schedule only the following classifications on continuous seven (7) day operation:

Patenting Operator

Galvanizing Operator

Galvanizing, Patenting and Bundling Helpers

Maintenance Man

Spare Operator (**Up** to a maximum of five (5) consisting of four (**4**) for normal crew and one (**1**) for emergency relief)

On weekends (Saturday and/or Sunday) continuous shift Spare Operators shall only work on those jobs related to galvanizing and patenting. Spare Operators, however, may qualify for overtime on weekends in accordance with Appendix "C".

In the event of the absence of the Spare Operators on Saturday and/or Sunday Quality Control testing necessary for the patenting and galvanizing operations may be carried out **by** other employees on shift.

Employees successfully bidding into Spare Operator postings for continuous operations cannot exercise seniority and bump present Spare Operators on to continuous operations.

### **Re: Saturday - Sunday Work**

The Wire Drawer or Spare Operator when working overtime on weekends may load his own machine with rod by forklift truck when two (2) or less machines are operating.

However, when a seven (**7**) day spare operator is on shift and not substituting for a missing employee, he will load the rod for the wire draw machines.

**APPENDIX "C"**

For work on Saturday and/or Sunday the employees shall be scheduled according to the following sequence:

- (a) Employees volunteering to work within their classification;
- (b) Qualified employees volunteering to work outside their normal classification;
- (c) To schedule suitable personnel outside the then present work force. Employees scheduled from outside the work force shall ~~be~~ paid at straight time rates;
- (d) To complete the required work force by scheduling employees within their normal classification from the lowest seniority and up. However, an employee who volunteers to work two **(2)** shifts or more within any four **(4)** weeks shall not be further scheduled during that period.

**ADDENDUM I**

1. Employees running machines in continuous operations may be relieved prior to the end of their shift and may punch out prior to the end of their shift.
2. The Employer will consider any form of shift schedule for continuous operations. The decision to request an alternate shift schedule will be by a majority vote of those employees in their respective classifications.
3. The Employer recognizes the concerns of employees regarding fumes, dust and ventilation and will work with the Safety Committee and Health Department of the Workers' Compensation Board with regard to these matters.
4. The Employer may hire people for week-end clean up. They will be members of the Union and be covered by a Letter of Understanding.

5. **Stranding**

In the event the Company develops a program satisfactory to the Stranding Operators, which allows for operation of the P.C. stranding M/C's over 6 days, this program could go into effect and would not be subject to grievance by other employees. The Union must be notified and agreeable.

**ADDENDUM II  
LUNCH AND COFFEE BREAK SCHEDULE**

Group A - All productions, general help and shipping employees

Group B - maintenance trades men

Group C - 12 hour shifts production

Group D - 12 hour shift maintenance

5 Day Employees

1.	Graveyard	1 <sup>st</sup> Break	Lunch	2 <sup>nd</sup> Break
	A	2:00 - 21:10	4:00 - 4:30	6:00 - 6:10
2.	Days			
	A	10:00 - 10:10	12:00 - 12:30 p.m.	2:00 - 2:10 p.m.
	B	9:30 - 9:40	12:00 - 12:30	2:00 - 2:10 p.m.
3.	Afternoons			
	C	6:00 - 6:10 p.m.	8:00 - 8:30 p.m.	10:00 - 10:10 p.m.
	12 Hour Shifts			
	C	9:50 - 10:10	1:00 - 1:30 p.m.	4:00 p.m. - 4:20 p.m.
	D	9:30 - 9:50	12:30 - 1:00 p.m.	4:30 - 4:50 p.m.
2.	Nights			
	C	9:50 - 10:10 p.m.	1:00 - 1:30	4:00 - 4:20
	D	9:30 - 9:50	12:30 - 1:00	4:30 - 4:50

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN: TITAN STEEL & WIRE COMPANY LTD.**

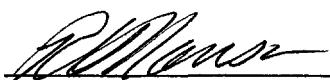
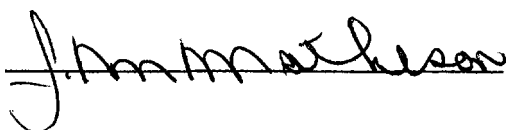
**AND: TEAMSTERS LOCAL UNION NO. 213**

**RE: BANKING OF OVERTIME**


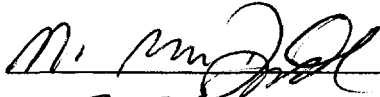

- 1. Employees may bank overtime at the rate of one (1) hour paid and one (1) hour banked for each hour of overtime worked.
- 2. Employees may at any time direct the Company to start or stop Banking of Overtime. It is not expected that anyone will change back and forth more frequently than twice per year. If anyone abuses this option by frequent changes the option to bank overtime may be denied.
- 3. Employees may bank overtime equivalent to eighty (80) hours straight time maximum and an employee can bank back to eighty (80) hours when he uses all or a portion of his banked overtime.
- 4. Banked overtime will be accrued at the rate earned at the time of banking and will be paid out accordingly.
- 5. Employees may ask to have their banked overtime paid out at any time in whole or in part. Requests for payment must be made by the Monday of the week prior to payday. On the next pay day, payment will be made on the employee's regular cheque if the request is for money only or on a separate cheque if the employee is taking banked time off.
- 6. In the event an employee wants to use his banked overtime for paid time off, such time off will normally be taken in forty (40) hour blocks. It will be scheduled by mutual agreement only during slack periods or when there is lack of work for the employee and will be subject to the operating needs and service requirements of the business.  
  
The Parties recognize that this means employees may not get any opportunity to take their banked overtime as time off.
- 7. Employees aged 55 and over may bank their overtime for the purpose of early retirement without limit. The bank will be paid out at retirement or such other time as the employee leaves the Company.
- 8. This letter shall be in effect from July 1<sup>st</sup>, 2002 to expiry of the Collective Agreement at which time it shall expire unless renewed by the Parties.

Dated at Vancouver, B.C. this 16<sup>th</sup> day of December, 2002.

ON BEHALF OF THE COMPANY

  
 \_\_\_\_\_  
  
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ON BEHALF OF THE UNION

  
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LETTER OF UNDERSTANDING NO. 2

BETWEEN: TITAN STEEL & WIRE COMPANY LTD.

AND: TEAMSTERS LOCAL UNION No. 213


RE: WEEKEND CLEANUP WORKERS CLASSIFICATION

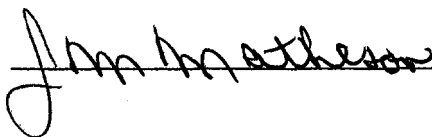
The following regulations apply to the Weekend Cleanup Workers Classification:

1. These employees are members of the Teamsters Local Union No. 213 and pay dues as required by the Union.
2. These workers are to be students in full time undergraduate studies at a university, college, high school or other approved school.
3. These workers are considered temporary employees and do not accumulate seniority.
4. They do not have job bidding rights.
5. They do not receive any of the "Health and Welfare benefits or Pension" contained in the Titan Steel & Wire Co. Ltd. Collective Agreement.
6. The wage rate is specified in Appendix "A" of the Titan Steel Collective Agreement.
7. This classification does not have a forty hour per week guarantee.
8. There is no severance pay upon termination, layoff, or resignation.
9. The work is done only on weekends either Saturday or Sunday on a call in basis.
10. These workers are supplied 3 coveralls and all required safety equipment to perform their work.
11. Safety boots are supplied initially to the contract amount. There is no two year safety boot replacement policy for weekend cleanup employees.

Dated at Vancouver, B.C. this 16th day of December, 2002.

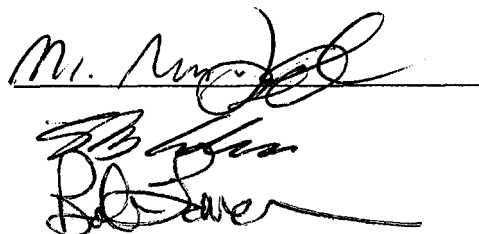
ON BEHALF OF THE COMPANY





ON BEHALF OF THE UNION







LETTER OF UNDERSTANDING NO. 3

BETWEEN: TITAN STEEL & WIRE COMPANY LTD.

AND: TEAMSTERS LOCAL UNION No. 213

RE: WEEKEND OVERTIME SHIFTS PAY & PENSION

1) OVERTIME PAY

When overtime shifts have been scheduled for the weekend, pay will be based on full shifts. That is 8 hours overtime pay for each shift if not working through coffee and lunch. If working through coffee and lunch 9 hours of overtime pay.


2) PENSION

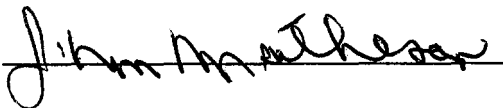
Pension will be paid as it is during regular weekday shifts:

- 8 hours for afternoon and graveyard shifts whether they work through coffee and lunch or not.
- Hours worked on day shift whether they work through coffee and lunch or not.
- Partial shift will be paid on hours worked.

Dated at Vancouver, B.C. this 16<sup>th</sup> day of December, 2002.

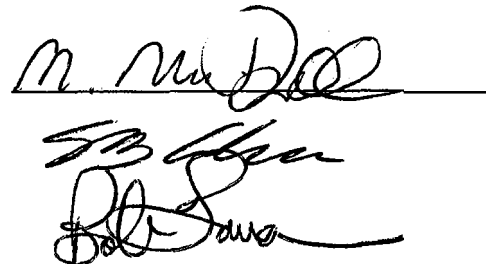
ON BEHALF OF THE COMPANY





ON BEHALF OF THE UNION





## LETTER OF UNDERSTANDING NO. 4

**BETWEEN: TITAN STEEL & WIRE COMPANY LTD.**

**AND: TEAMSTERS LOCAL UNION NO. 213**

This letter deals with Titan's investment into Merchant Products (as listed on page 50) and the need to operate the machines that make these products on a continuous basis up to and including 24 hours a day, 7 days a week (referred to as a "continuous operation"). The machines covered in this letter are the Patenting Line, Galvanizing Line and new machines are designed to make Merchant Products.

This letter is written based on twelve (12) hour shift schedules and the contract language has been amended to reflect that. Anyone working the eight (8) hour, five (5) day or seven (7) day schedules will continue to do so under the existing contract language. Any article not covered under this letter is still in effect.

The work week will be from 12:01 a.m. Sunday until 12:00 midnight Saturday, or as close to those times as possible depending on the shift schedule and start times selected. Once an employee starts working his schedule in a week he will continue that schedule until the work week is complete. Titan will provide notice when changing from a five (5) day to a continuous operation or from a continuous to a five (5) day operation as per 21(v) of the Collective Bargaining Agreement.

Contract language from the July 1<sup>st</sup>, 2002 agreement for the following sections is amended as follows:

### **17(n) Annual Vacations**

"Employees on a seven (7) day work week schedule will be entitled to one (1) additional week's vacation, five (5) working days,..." is amended to "Employees on a seven (7) day work week schedule will be entitled to one (1) additional week's vacation, with forty (40) hours pay."

### **21(a) Days and Hours of work and overtime**

The forty (40) hour guarantee does not apply on the twelve (12) hour continuous shift schedule as some weeks are scheduled forty-eight (48) hours and other weeks are scheduled thirty-six (36) hours. Employees on the twelve (12) hour shift schedule are guaranteed twelve (12) hours for each day worked and guaranteed a complete continuous scheduled shift week of either forty-eight (48) or thirty-six (36) hours depending on which scheduled shift week commenced.

Five (5) day employees relieving a 12 hour continuous shift employee for the thirty-six (36) hour week will have the right to come in and work the extra four (4) hours at regular time.

Any employee called in on the 12 hour continuous shift on a scheduled day off will be paid overtime.

**21(g)**

Notwithstanding 21(g), employees working continuous operations will work eighty-four (84) hours in a two week period, be paid four (4) hours of overtime in that period, and shall not refuse to work this overtime. This overtime will be paid the last 4 hours of the 48 hour week provided that the employee works his previous scheduled shifts that week. Scheduled days off that will count toward this overtime are vacation, General Holidays, floater day, bereavement, banked overtime and days required by Provincial law (eg: jury duty). If the four (4) hours of overtime fall on a General Holiday and the employee is working that holiday the four (4) hours will be paid as per 21(s) of the Collective Agreement.

Employees must work at least one shift in the 48 hour week in order to qualify for the 4 hours overtime pay.

**21(m)**

Overtime will be equalized separately for employees working continuous operations and a five (5) day schedule.

**21(r)**

"In the event that any employee other than Spare Operators commences a five (5) day Monday to Friday week and is re-scheduled mid-week to a seven (7) operation, then the five (5) day schedule will still be considered to be in effect such that work on the sixth (6<sup>th</sup>) day or seventh (7<sup>th</sup>) day would be at double time" is amended to, "In the event that any employee other than Spare Operators commences a five (5) day Monday to Friday week and is re-scheduled mid-week to a seven (7) day operation, then the five (5) day schedule will still be considered to be in effect such that work past forty (40) hours in a calendar week, as defined in 21(b), will be paid at double-time."

**21(v)**

"Patenting Line, Galvanizing Line, Maintenance Department continuous shifts versus 5 day notice of shift change offer..." is amended to, "Patenting Line, Galvanizing Line, Maintenance Department and Merchant Products continuous shifts versus 5 day notice of shift change offer..."

**30(j) Sick Leave**

"In addition to their Welfare Plan, on January 1<sup>st</sup> of each year employees shall be credited with six (6) sick days for use during that year." is amended to "In addition to their Welfare Plan, on January 1<sup>st</sup> of each year employees shall be credited with six (6) sick days, equivalent to forty-eight (48) hours, for use during the year."

**35(h) Continuous Shift Premium**

Continuous shift premium is as per Article 35(h).

## Appendix "B"

Notwithstanding Appendix "B", the Employer shall have the right to schedule only the following classifications on a continuous seven (7) day operation:

Patenting Operator  
 Galvanizing Operator  
 Galvanizing, Patenting and Bundling Helpers  
 Maintenance Man  
 Spare Operators (up to a maximum of six (6) consisting of four **(4)** for normal crew and two (2) for emergency relief)  
 MP (Merchant Products) Operator.

Stranders will be added to Continuous Operations under the following conditions:

- (i) All stranders, except P.C. stranders, may be placed on Continuous Operations at any time.
- (ii) P.C. stranders will stay on five days until there is an investment in the process. (eg: new or rebuilt stabilizer). Once Continuous Operations are implemented (iii) and (iv) below will be followed.
- (iii) Current strander operators will be able to choose by seniority whether to go to five day or continuous operation.
- (iv) We will post the jobs of those employees required to be on continuous operations and who want off it. The strander operators will **be** able to fill vacancies created as a result of the **job** posting procedure.

On weekends (Saturday and/or Sunday) continuous shift Spare Operators and continuous shift employees shall only work on those jobs related to galvanizing, patenting and merchant products. (Merchant products include but are not limited to, fixed knot fence, field fence, barbed wire, staples, welded mesh and shiny wire). Spare Operators, however, may qualify for overtime on weekends in accordance with Appendix "C".

In the event of the absence of the Spare Operators on Saturday and/or Sunday Quality Control testing and material handling work necessary for the patenting, galvanizing and merchant products operations may be carried out by other employees on shift. Continuous shift operators may not be used to replace any five (5) day workers unless **all** other avenues are exhausted to replace the five **(5)** day workers, including overtime.

Employees successfully bidding into Spare Operator postings for continuous operations cannot exercise seniority and bump present Spare Operators on to continuous operations. Shift preference for Spare Operators will be posted and awarded by seniority. If positions can't be filled voluntarily they will be filled with the least senior Spare Operators.

Re: Saturday - Sunday Work

The Wire Drawer or Spare Operator when working overtime on weekends may load his own machine with rod by forklift truck when two (2) or less machines are operating.

However, when a seven (7) day spare operator is on shift and not substituting for a missing employee, he will load the rod for the wire draw machines.

### **Appendix "C"**

It is understood that this Appendix refers only to employees working a five (5) day, Monday through Friday schedule.

In addition to the above contractual changes:

#### **Continuous shift length and schedule**

Shift length will be twelve (12) hours. Shift start times, weekly schedule and day/night rotation frequency may be determined by the employees. Once the initial schedule is chosen it will stay in effect for a minimum of four (4) months. Shifts must rotate at a maximum frequency of every two (2) weeks and a minimum frequency of every six (6) months. Any hours worked in excess of twelve (12) on a scheduled work day will be paid at a rate of double time.

#### **General Holidays**

The twelve (12) General Holidays listed in 18(a) of the collective bargaining agreement will remain in effect. Employees will be paid eight (8) hours of holiday pay for each holiday even if they are working a twelve hour schedule. Continuous shift employees are not entitled to a day off in lieu.

Holidays will start at the start time of the day shift and end at the quitting time of the night shift. For example, if the day shift is from 0600 hours to 1800 hours and the night shift is from 1800 hours to 0600 hours, Good Friday would be considered to run from 0600 Friday until 0600 Saturday.

#### **Vacations**

Vacations will be from Sunday to Saturday. Sunday and Saturday will begin and end the same as holidays.

#### **Shift Premium**

The premium for working the night shift is \$0.70 per hour.

#### **Breaks and Lunches**

Breaks will be one (1) before lunch and one (1) after lunch in each shift for twenty (20) minutes each. Lunch will be mid-shift for thirty (30) minutes and will be paid. Work through breaks or lunches will be paid at the overtime rate.

#### **Rate of Pay**

The rate of pay for MP Machine Operator is as per Appendix "A".

**Daylights Savings Time**

The people working the shift that is reduced by one (1) hour will be paid straight time for that hour and the people working the shift that is extended by one (1) hour will be paid double time for that hour.

**Emergency Relief**


When emergency relief is necessary to continue operations it will be done as follows: The first move will be the Spare Operator. If no Spare Operator is available it will be offered to the senior person in the classification. If the senior person in the classification refuses, the junior qualified person in the classification will move. If there is no junior in the classification, the junior qualified person in the plant will move.

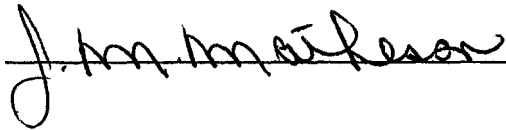
**Christmas, Boxing Day and New Years Day**

Continuous is will be set down ;hr , Boxing Day and New Year's

Dated at Vancouver, B.C. this 16<sup>th</sup> day of December 2002.

ON BEHALF OF THE COMPANY





ON BEHALF OF THE UNION





