

# COLLECTIVE AGREEMENT

Between

**WESTMAN STEEL INDUSTRIES**  
(hereinafter referred to as “the Employer”)

And

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
(CAW-CANADA) LOCAL 114**  
(hereinafter referred to as “the Union”)



April 1, 2013 to March 31, 2016

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## **ARTICLE 1 - PREAMBLE**

### **1.01 General Purpose**

The general purpose of this Agreement is to establish uniform and fair wages, hours and working conditions for all employees of the Company covered by the terms of this Agreement; to prevent strikes and lockouts by peaceful adjustment of all grievances and disputes which may arise between the Company and Employee and to prevent waste, unnecessary and avoidable delays and expense so that labour or other costs may be as low as possible; consistent with fair wages and working conditions.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Right to Manage**

Within the framework of this Agreement, the Company reserves the exclusive right to manage the business, to decide the products it will manufacture, the services it will render, the methods by which the work will be done, and the general standards of work skill and /or work quality.

### **2.02 Rule Making Authority**

Within the framework of this Agreement, the Company reserves the right to engage, discharge, suspend, or discipline employees for just cause; to promote or transfer employees from one department to another; to increase or decrease the working force; and to make reasonable rules for the safety of the plant and for the guidance and safety of its employees.

### **2.03 Rule Changes**

The Company agrees to provide the Union with copies of proposed rule changes and provide the Union with an opportunity for discussion prior to the implementation of such rules. Said rules shall not be inconsistent with this Collective Agreement.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Union Sole Authority, Availability of Union Membership and Work Retention**

#### **a) Union Sole Authority**

The Union shall be the sole bargaining authority for all employees covered by this Agreement and it is agreed that all present and future employees coming under the scope and provisions of this Agreement shall become members of, and/or maintain membership in the Union. All new employees shall be informed of this section.

#### **b) Availability of Union Membership**

Union membership will be available to all on an equal basis without discrimination, subject only to the Bylaws and Constitution of the Union.

c) **Work Retention**

Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit. The exceptions being:

1. In an emergency situation in which an employee's life is endangered, or a serious injury could result unless immediate action is taken.
2. In an emergency to save damage to equipment.
3. For the purpose of instruction and experimentation, in particular the development of new products, or modification of existing products.
4. The loading of customers' orders when Union members are unavailable, or during lunch or coffee breaks.

**3.02 Hiring Employees**

The right to hire employees is vested in the Company. The Local Union will be advised of any vacancies.

**3.03 Union Dues**

a) **Union Dues Deduction**

The Company agrees to deduct each month from the earnings of each and every employee covered by this Agreement, such sum by way of monthly dues as may be fixed by the Union, or such sum as payment or partial payment on an initiation fee as may be fixed by the Union, under the provisions of its Constitution. The amounts of dues or initiation fees deductible are set up in Schedule "C" attached to and part of this Agreement.

b) **Union Dues Remittance**

The total monthly amount to be deducted shall be deducted from the first (1<sup>st</sup>) pay of the month of each employee and promptly remitted to the Union by the fifteenth (15th) day of each month, together with an itemized list of the names of the employees to whom said monies are to be credited.

Should any employee have no earnings due to the employee on the first (1<sup>st</sup>) pay of the month, deductions shall be made from the next succeeding pay of the employee.

**3.04 Pay For The Union Bargaining Committee Members**

The Company will continue to pay two (2) members of the Union's Bargaining Committee, with no loss of benefits, for the time spent in negotiations.

**3.05 Printing of Collective Agreements**

The Company will arrange and pay for, to a maximum of two hundred (200) dollars the printing of the Collective Agreement and for making booklets for the members.

## **ARTICLE 4 - REPRESENTATION**

### **4.01 Union Representative Access**

Staff Representatives of the Union shall have access to the shop or plant during lunch hours for conducting Union business, but at other times shall first ask permission of the Management.

### **4.02 Shop Steward Recognition**

Shop Stewards shall be recognized and shall not be discriminated against for the performance of the Shop Steward's duties within the terms of this Agreement.

### **4.03 Selection of Shop Committee**

- a) The Employees of the Company who are members of the Union shall select two (2) Members to sit on the Management-Shop Committee. The Chief Shop Steward shall also sit on and act as the Co-Chairperson for the Committee. The Company shall recognize same.
- b) Meetings shall be held when so desired by the Chief Shop Steward and/or Management. These meetings shall consist of the Committee members, the General Manager or designate, and the Staff Representative of the Union if able to attend. Meetings shall be held as necessary on Thursdays, preferably at 4:15 p.m., but no more often than once a week.
- c) Meetings shall handle and process any grievances as outlined in the following Article 6 - The Grievance Procedure.
- d) Both Parties to this Agreement commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the Plant. However, it is understood that all rights as in Article 2 of this Agreement remain with the Company.

## **ARTICLE 5 - DISCIPLINE**

### **5.01 Standard - Just and Reasonable Cause**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

### **5.02 Written Reasons for Suspension or Discharge**

The Company shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

### **5.03 Shop Steward Present**

The Company agrees that if the Company chooses to hold a meeting to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present, or all discipline shall be deemed null and void. However, the discipline will not



be deemed as null and void if the employee has requested, in writing, that a Shop Steward not be present.

#### **5.04 Union and Employee Advised of a Complaint**

No complaint, other than an oral warning or workplace caution, shall be recorded, or discipline assessed against an employee, nor may it be used against the employee at any time, unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Company's first knowledge of the incidence or occurrence giving rise to the complaint. All complaints or discipline issued in violation of this Clause shall be deemed null and void.

#### **5.05 Automatic Cancellation of Complaint**

Any complaint recorded against an employee shall automatically be cancelled and removed from the employee's file after twelve (12) months unless another complaint of similar nature occurs in that twelve (12) month period, whereby both complaints shall remain for another twelve (12) months.

Any mention of a suspension shall automatically be cancelled and removed from the employee's file after eighteen (18) months unless another suspension of a similar nature occurs within eighteen (18) months of the former suspension. No mention of suspension may be raised against the employee thereafter.

#### **5.06 Employee's Access to Their File**

The Company agrees that an employee shall have access to their human resources file and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on the employee file.

#### **5.07 Employee Acknowledging Discipline**

Whenever an employee signs a document pertaining to discipline, the employee does so only to acknowledge that he/she has been notified accordingly.

#### **5.08 Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

### **ARTICLE 6 - GRIEVANCE PROCEDURE**

#### **6.01 Grievance Definition**

"Grievance" shall mean any difference or controversy by the persons or parties bound by this Agreement concerning an alleged violation. It shall further mean differences concerning alleged unjust discharge or violation of existing social labour legislation.

## **6.02 Process**

An attempt shall be made in the first (1<sup>st</sup>) instance to settle all grievances by informal discussion between the parties hereto. Except in the case of wage claims or claims on fund payments, all grievances shall be first presented in writing, within fifteen (15) days or judged to be abandoned.

## **6.03 Right to a Shop Steward**

Any employee shall have the right to report to their Shop Steward any grievance or dispute. Upon the grievance or dispute being reported to the Shop Steward, the Shop Steward shall take the matter up with the General Manager or designate. Should the ruling of the General Manager or designate be deemed unsatisfactory by the Shop Steward, the matter shall then be taken up by the Staff Representative or at the next Management-Shop Committee meeting.

## **6.04 Refer to Arbitration**

Should such measures fail to resolve the dispute, either party may refer the matter to an Arbitration Board.

# **ARTICLE 7 - ARBITRATION**

## **7.01 Process**

Any grievance arising out of this Agreement which cannot be settled by the Company and the Union, under the grievance procedure as per Article 6 of this Agreement, shall be determined in the following manner:

### **a) Questions to be Arbitrated**

Either party may notify the other in writing by registered mail of questions to be arbitrated.

### **b) Single Arbitrator Provision**

The Parties agree that a single Arbitrator shall be used as provided for in the Labour Code of British Columbia Act. The Company and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice as required in Section (a).

### **c) Ministerial Appointment**

In the event that the Parties fail to agree on the choice of the Arbitrator, they shall forthwith request the Minister of Labour of B.C. to appoint an Arbitrator.

### **d) Award Time Limit**

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within thirty (30) days from the date of the hearing. This time limit may be extended by the mutual agreement of the Parties.

e) **Final and Binding Decision**

The decision of the Arbitrator shall be final and binding on both Parties.

f) **Share Half the Cost**

Each Party shall bear half the cost of the Arbitrator.

**7.02 Technical Error or Omission**

No technical error or omission will render a grievance inarbitrable.

**ARTICLE 8 - WAGE RATES AND CLASSIFICATIONS**

**8.01 Wage Rates Incorporated**

Wage rates shall be as shown in Schedule "A", attached to and part of this Agreement.

**8.02 Classifications Incorporated**

Labour classifications shall be as laid out in Schedule "B" attached to and part of this Agreement.

**8.03 New Classifications**

Should new classifications be required that do not obviously fit into the attached Schedule of Classifications, the Union and the Company shall immediately meet to negotiate a satisfactory name and wage rate for the new classification. The agreed rate will become part of this Agreement.

If the parties cannot come to an agreement, the outstanding issue (s) shall be referred to arbitration in following with Article 7 of this Collective Agreement.

**ARTICLE 9 - SENIORITY**

**9.01 Union Seniority Principle, Layoff, and Recall Procedures, Specialized Skills, and Probation period**

a) **Seniority Principle**

The Parties recognize that job opportunity and seniority increases in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's ability to efficiently fulfill the job requirements and length of service with the Company.

b) **Layoffs and Recall Procedures**

Layoffs and recalls after layoffs will be done as per 9.01(a).

c) **Probationary Period**

Seniority of each employee covered by this agreement will be established after a probationary period of sixty (60) days worked which may be accumulated over a period of twelve (12) months if the employee has not voluntarily terminated. By mutual agreement between the Company and the Union, the probationary period may be extended for an additional sixty (60) days. After successful completion of the probationary period an employee's seniority shall be back-dated to the employee's first day of employment. Employees required to work at a different building will be required to undergo a trial period.

**9.02 Seniority will be Maintained and Accumulated During:**

- a) occupational injury not to exceed twenty-four (24) calendar months;
- b) absence from employment while serving in non-permanent armed forces of Canada;
- c) illness or non-occupational injury not to exceed twenty-four (24) calendar months;
- d) jury duty;
- e) union gatherings and collective bargaining negotiations;
- f) authorized leave of absence;
- g) absence due to layoff for the following periods, after which an employee's seniority will terminate:
  - 1) less than 12 months seniority - 6 months;
  - 2) over 12 months and less than 36 months seniority - 12 months;
  - 3) over 36 months and less than 60 months seniority - 18 months; and
  - 4) over 60 months seniority - 24 months.

**9.03 Seniority Standing will be Cancelled, and Employment Terminated, if an Employee:**

- a) voluntarily leaves the employ of the Company;
- b) over-stays authorized leave of absence except where by mutual agreement between the Company and the Union, failure to return was unavoidable;
- c) is discharged and not reinstated under the terms of this Agreement;
- d) is recalled to work and does not report within five (5) working days of receiving notice. Providing, however, that an employee shall have the right to decline to return to work if the Company cannot guarantee two (2) full weeks of employment and the employee shall not forfeit the employee's seniority standing in such case;
- e) is still on layoff and the seniority retention period has lapsed;

- f) leaves the bargaining unit for more than twenty-four (24) months to work in a position outside of the bargaining unit but within the Company. Seniority will be cancelled but employment in this case will not be terminated;
- g) Absence due to occupational injury in excess of twenty-four (24) months; and
- h) Absence due to illness or non-occupational injury in excess of twenty-four (24) months.

#### **9.04 Notice of Layoff and Notice of Closure**

##### **a) Notice of Layoff**

- (i) Employees with less than one (1) year of service will be provided with one (1) week's notice or pay in lieu of notice. Employees with one (1) to three (3) years' service will be provided with two (2) weeks' notice or pay in lieu of notice. Employees with three (3) or more years of seniority will be provided with three (3) weeks written notice or pay in lieu of plus one (1) additional week's wages or pay in lieu of, for each additional year of employment to a maximum of eight (8) weeks' wages.
- (ii) Employees whose lay-off exceeds their recall period as stated in Clause 9.02(f), or employees who are permanently laid off, will receive severance pay of one (1) week's regular pay for each year of employment or portion thereof, up to a maximum of eight (8) weeks.
- (iii) All employees having specialized skills may be retained during layoff to work in their respective field.

##### **b) Notice of Closure**

The Company agrees to give fifteen (15) weeks' notice of closure, or pay in lieu thereof for any weeks short of the required notice to all employees with more than three (3) years' service. Notice for employees with three (3) years' service or less will be as follows:

- up to three (3) months employment - no notice;
- after three (3) months employment – one (1) week's written notice or pay in lieu of;
- after twelve (12) months employment - two (2) weeks' written notice or pay in lieu of; and
- after twenty-four (24) months employment - three (3) weeks' notice or pay in lieu of.

#### **9.05 Recall Procedure**

- a) Laid off employees with seniority will be given the first opportunity to be rehired, provided they have the necessary skills to perform the available work. Employees will be notified of recall by telephone, email, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than five (5) working days after first having actually been contacted by the Company, except when by mutual agreement

between the Company and the Union failure to report within the specified time limit was unavoidable. A copy of the notice will be given to the Shop Steward or Union committee person.

- b) Recalled employees will be credited with the seniority they had at the date of layoff in accordance with 9.02, and 9.03.
- c) It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number in writing. If the employee is not readily available at the B.C. address, the employee is obliged to supply a name, address, and telephone number of an agent to contact.

## **9.06 Seniority Lists**

### **a) Seniority List Information**

The Company will prepare Seniority Lists of all employees and present same to the Union. Said lists will commence with the most senior employee, carry on downwards to the most junior employee and contain the following information:

- 1) employee's name, address and phone number;
- 2) employee's length of service in years and days;
- 3) employee's starting date;
- 4) employee's regular classification and regular rate of pay; and
- 5) probationary employees will also be shown on the list, but without seniority shown, only starting date

### **b) Seniority Lists Prepared**

List to be prepared effective to the last pay period in the months of May and November, or upon request by the Union.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND SHIFTWORK**

### **10.01 Work Days and Work Week Defined**

#### **a) Regular Work Days Defined**

Regular work days shall be from Monday to Friday inclusive, and regular work hours shall be from 8:00 AM to 12:00 noon and from 12:30 PM to 4:00 PM. Upon mutual consent between the Company and the employee, the Company may change regular work hours based on business requirements. Five (5) days' notice will be given to employees advising of a change in regular hours.

Exception: Shipper / Receiver, staggered seven and one half (7 ½) hour shifts as required to 4:30 PM.

#### **b) Time of Regular Work Week and Work Day Defined**

The regular work week shall be thirty-seven and one-half (37 ½) hours and the regular work day shall be seven and one-half (7 ½) hours.

## 10.02 Overtime

### a) **Overtime at Double Time**

All overtime shall be paid at the rate of double time (2X) for work performed in excess of seven and a half (7 ½) hours in a day. Double time (2X); calculated on an employee's wages, as per Schedule A; will be paid for all work performed on Saturdays, Sundays, and Statutory Holidays, where the employee has worked thirty-seven and one half (37 ½) hours during the week. The calculation of hours for overtime will include vacation, compensation, and paid approved leave.

### b) **Equitable Distribution of Overtime**

The Company will distribute overtime equitably amongst the employees normally concerned with the work which is to be performed on an overtime basis.

### c) **Overtime Meal**

Employees requested to work two (2) or more hours of overtime shall be given fifteen (15) minutes on Company time to eat a meal. Where an employee is not notified of such overtime the day prior to working the overtime he shall be paid ten (10) dollars towards the purchase of such meal. Meal money shall be paid prior to the end of the regular shift.

### d) **Overtime Banking**

The Company agrees that on May 1<sup>st</sup> and October 1<sup>st</sup> of each year an employee may notify the Company that the employee wishes to bank up to eighty (80) hours as time off from work based on the formula of one (1) hour of overtime worked equals two (2) paid hours of time off. The bank time will be taken off at a mutually agreeable time.

In the alternative, an employee may notify the Company that the employee wishes to designate the overtime premium pay into their R.R.S.P. account.

### e) **Overtime Voluntary**

All overtime shall be voluntary.

### f) **Overtime Opportunity Notice**

i) Wherever possible, the Company will give at least four (4) hours' notice of an overtime opportunity following an employee's normal shift.

ii) Wherever possible the Company will provide notice by the end of the Wednesday shift of a weekend overtime opportunity.

## 10.03 Rest Periods

Employees shall be entitled to two (2) ten (10) minute rest periods each day; one (1) period before and one (1) period after lunch break.

#### **10.04 Work During Lunch Period**

The Company will not require its employees to work during their one-half (½) hour lunch period.

Start times for lunch periods may be staggered (12:00 PM or 12:30 PM) but only for the purposes of shipping/receiving or the loading or unloading of trucks. Start times for lunch periods shall remain the same for a minimum of one (1) week at a time.

#### **10.05 Second and Third Shifts**

When it is found necessary to work what are generally known as second or third shifts, the hours of work and payment thereof shall be as follows:

All hours worked on shift work that fall within the regular hours of labour shall be paid at the straight-time rate. All hours extending from the end of the regular work day to the hours of 12:00 midnight shall be paid at one hundred and fifteen percent (115%) of the wage rate and all hours from 12:00 midnight until the start of the regular work day shall be paid at one hundred and twenty percent (120%) of the wage rate.

Shifts shall be composed of seven and one-half (7 ½) hours and if it is found necessary to transfer an employee from one shift to another, a period of at least one (1) full shift must elapse between shifts worked. Shifts shall be established for at least three (3) consecutive days.

Where a second or third shift is required, the hours shall change from the regular 8:00 AM to 4:00 PM on the first shift to the following:

First shift: 6:00 AM to 2:00 PM  
Second shift: 2:00 PM to 10:00 PM  
Third shift: 10:00 PM to 6:00 AM

#### **10.06 Rest between Shifts**

All employees shall be allowed ten (10) hours rest between shifts. If an employee accepts work without ten (10) hours between shifts the time worked between shifts shall be considered overtime.

### **ARTICLE 11 - HOLIDAYS AND VACATIONS**

#### **11.01 Designated Holidays and Definitions**

##### **a) Designated**

The recognized Public Holidays that shall be observed are:

New Year's Day	Labour Day
<u>Family Day</u> *	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Last working day before Christmas
B.C. Day	



- \* Family Day is observed in British Columbia on the second (2<sup>nd</sup>) Monday of February.

The Company agrees to the addition of an individual floating holiday effective January 1, 1993:

- (i) no two employees take the same day;
- (ii) the day will be taken between November 1 and March 31 of the following year.

**b) Federal or Provincial Declaration Included**

Any other day declared as such by the Provincial or Federal Government shall be observed.

**c) Holiday on Weekend**

If a Public Holiday(s) should fall on a Saturday or a Sunday, the following or preceding work day(s) shall be observed.

**d) No Work on Labour Day**

No work shall be performed on Labour Day, except to preserve life or property.

**11.02 Holiday Pay**

All qualified employees covered by this Agreement will receive seven and one-half (7 1/2) hours pay at their regular straight time rates for each of the Public Holidays.

**11.03 When Paid**

The Public Holiday pay shall be paid to the employee on the pay cheque during which the Public Holiday has taken place.

**11.04 Vacation Year and Vacation Entitlement**

**a) Vacation**

The Vacation year is from April 1 to March 31.

**b) Employees shall receive vacations in accordance with the following schedule:**

<b>Years of Continuous Service</b>	<b>Vacation Period</b>	<b>Vacation Pay</b>
Less than <u>six (6)</u> years	3 weeks	6% gross earnings
<u>Six (6)</u> years but less than <u>eleven (11)</u> years	4 weeks	8% gross earnings
<u>Eleven</u> years <u>and over</u>	5 weeks	10% gross earnings

### **11.05 Vacations By Seniority in a Department**

Any employee working six (6) months or less in any given vacation fiscal year will be put on a separate list and choose their vacation time secondary to full time employee in order of seniority on their respective list.

Where employees have worked six (6) months plus one (1) day in any given vacation fiscal year, they will be transferred to the full time list.

### **11.06 Process**

a) **Vacation Planner Posted**

A vacation planner schedule shall be posted on March 1<sup>st</sup>.

b) **Preferences Indicated**

Employees shall indicate their preferred times of vacation on the Vacation Planner Schedule. Such preferences shall be indicated by March 15<sup>th</sup>, the day the Planner is removed.

c) **Conflicts Resolved**

Conflicts shall be resolved on the basis of seniority and reasonability. The Union Shop Steward shall be involved in this process.

d) **Vacation Schedule Posted**

The Vacation Schedule shall be posted on April 1<sup>st</sup>.

e) **Vacation Schedule Changes**

Vacation Schedule cannot be changed or cancelled once posted unless the affected employee agrees.

### **11.07 Vacations Not Scheduled**

An employee who does not schedule vacation during this period will have a choice determined by the Company on a first come, first served basis.

### **11.08 Vacation Length**

a) **Definition**

Not more than three (3) consecutive weeks of vacation can be scheduled by an employee unless otherwise agreed to between the Company and the Union, during the months of June, July, August, and November. Not more than two (2) consecutive weeks of vacation can be scheduled by an employee during the months of September and October.

b) **Longer Vacation Period**

The Company further agrees, upon sufficient and longer notice, than as otherwise provided herein, to make every effort to accommodate longer vacation requests.

### **11.09 Violation to Forego or Work**

It shall be a violation of this Agreement for an employee to forego the employee's vacation period or to work for wages during the employee's vacation period.

### **11.10 Vacation Pay**

Vacation pay shall be paid to each employee on each pay cheque with a statement relating to the amount so paid. At the request of the employee, vacation pay may be banked to be paid when vacation time is taken. The employee has the option to change the way they receive vacation pay no more than once a year.

All employees hired after April 1, 2007 will be required to bank their vacation pay.

## **ARTICLE 12 - HEALTH AND WELFARE PLANS**

### **12.01 Group Benefits**

#### **a) Medical**

Medical Services Plan of B.C. will be paid for by the Company for all bargaining unit employees commencing on the first (1<sup>st</sup>) day of the month following two (2) months of employment.

#### **b) Group Benefits Plan Outlined**

Group Benefits shall be as outlined under "Plan B" in THE UNIONS' HEALTH AND WELFARE PLAN Booklet dated June 1, 2010.

#### **c) Booklet to Each Employee**

Benefits provided under the PLAN will be described in a booklet which will be printed by the Trustees of the PLAN and made available to each employee.

#### **d) Employer Cost**

The cost of the PLAN shall be borne 100% by the Company.

### **12.02 Cost Formula**

a) The following factors will determine costs for wages impacted benefits and are based on the yearly weighted average hourly rate (W.A.H.R.):

1. For up to 3 days of WI utilization per person per year, the cost will be  $3.92 \times \text{W.A.H.R.} = \$?$
2. For 3 days, but less than 7 days WI utilization per person per year, the cost will be  $5.22 \times \text{W.A.H.R.} = \$?$
3. For 7 days, but less than 11 days WI utilization per person per year, the cost will be  $6.60 \times \text{W.A.H.R.} = \$?$
4. For 11 days but less than 14 days per person per year, the cost will be  $7.50 \times \text{W.A.H.R.} = \$?$

5. For WI utilization of 14 or more days per person per year the cost will be 8.20 x W.A.H.R. = \$?

- b) All monies owing to the Plan shall be tendered before the first of each month to the Administrator on behalf of the Trustees of the Plan.

### **12.03 When Coverage Commences**

For new employees hired after the effective date of the UNIONS' HEALTH AND WELFARE PLAN, the waiting periods are as follows:

- a) All benefits excluding Dental - on the first (1<sup>st</sup>) day of the month following two (2) months of employment or portion thereof;
- b) Dental Plan - on the first (1<sup>st</sup>) day of the month following six (6) months of employment.

### **12.04 Incorporation into Collective Agreement**

The Parties hereto agree that the above referred to PLAN shall be an integral part of this Agreement. The Parties also agree that it is their responsibility to review the administration and effectiveness of the PLAN and agree to meet from time to time for the purpose of reviewing the administration and effectiveness of said PLAN.

### **12.05 When Coverage Terminates**

- a) All benefits excluding Dental - two (2) months beyond the month of layoff.
- b) Dental Plan - three (3) months beyond the month of layoff.

### **12.06 Payment During Waiting Period**

**Waiting Period coverage includes:**

- a) Payment, by the Company, for three (3) days absent due to illness or injury.
- b) No payment for any portion of the waiting period which falls on a Saturday or Sunday.
- c) Payment to a maximum of six (6) days per year.

**The following must be met for the employee to qualify for payment during the waiting period:**

- a) Must be absent due to illness or injury for a minimum of four (4) days.
- b) Must provide a doctor's certificate for the absence.
- c) Must have their weekly indemnity claim approved by the Insurer.
- d) Must have at least one (1) year of service with the Company.

## ARTICLE 13 - PENSION PLAN

### 13.01 Selection of Plan

This is an agreement between the Company and the Union which represents employees in the following divisions:

Langley Culvert  
Dawson Creek Culvert  
Genelle Culvert  
Westman Steel Industries

The Pension will be as selected by the employees in each division with a recognized financial institution of their choice. All employees of each division shall be registered at the same financial institute.

### 13.02 Conditions Applicable to Pension Plan

The Parties agree to the following conditions applicable to the Pension Plan:

a) **Contribution to Plan**

Effective April 1, 2004, eight (8) percent of the employee's hourly wage will be paid to each employee for all hours paid. Employees on the seniority list as of April 1, 2004, will continue to receive eight (8) percent of the Langley Mill Operator's hourly wage.

b) **Eligibility**

A new employee does not become eligible to participate in the Pension Plan until the employee has accumulated one thousand and forty (1040) hours of time worked with the Company.

## ARTICLE 14 - GENERAL PROVISIONS

### 14.01 Bulletin Boards

One Bulletin Board in each division shall be made available by the Company for the exclusive use of the Union for the posting of material which may be of interest to its membership.

### 14.02 Bereavement Leave

In the event of the death of an employee's spouse or child, the Company will grant a five (5) day paid leave of absence.

In the event of the death of an employee's parent, step-parent, grandparent, grandchild, sibling, aunt or uncle, mother-in-law or father-in-law, brother-in-law or sister-in-law, the Company shall grant a three (3) day paid leave of absence.

Further unpaid leave will not be unreasonably denied.

This Article will not apply when an employee is on vacation or otherwise removed from work.

### **14.03 Daily Guarantee**

Any employee who reports for work as scheduled (or who is called in to work) unless previously notified not to report, and for whom no work is available, shall be paid the equivalent of four (4) hours work at the employee's scheduled rate, provided such lack of work is not caused by machine breakdown, power failure, strike or any other event outside the control of the Company and provided further that such employee may be required to perform such alternative work as may be available and which the employee is able to perform. Allowed time paid for but not worked shall not be counted toward overtime.

### **14.04 Safety Boots**

Approved safety boots shall be worn at all times.

As of May 5, 2004 the Company will pay an employee a maximum of one hundred and thirty (\$130.00) dollars once per contract year towards the purchase of approved safety boots upon the employee producing a receipt proving purchase of the boots. An employee, at their option, may accumulate year to year to a maximum of two hundred and sixty (\$260.00) dollars towards the purchase of approved safety boots upon the employee producing a receipt proving purchase of boots.

### **14.05 Course Tuition and Test Fees**

Upon prior agreement of the Company, employees taking courses to upgrade their skills shall have the course tuition and test fees paid by the Company. Should the course not be successfully completed the employee shall reimburse the Company for such costs.

### **14.06 Loss of Tools**

The Company will replace employee's personal tools which have been listed by the employee, the list to be deposited with the Company, in cases where it can be verified that the tools were damaged or stolen (by forceful entry only) other than by employee negligence during, or in connection with, the employee's employment duties.

### **14.07 Jury Duty**

- a) If an employee is summonsed or subpoenaed for jury selection, jury duty - including coroners' jury duty - or as a witness, the Company shall grant the employee a leave of absence with pay. Jury and witness fees are to be paid to the Company. Employees must show proof of such summons, or subpoenas.
- b) On any day when an employee is called but not chosen for duty, the employee must return to work for the balance of the shift. The employee must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of pay for duty.

### **14.08 Termination**

Employees choosing to terminate their employment with the Company shall give one (1) hour's notice. The Company shall give one (1) hour's notice of discharge to employees during the first six (6) months of employment. Beyond six (6) months, notice as per Employment Standards.

#### **14.09 Washroom and Lunchroom**

It is agreed that clean and adequate luncheon and toilet facilities shall be available to the workforce.

#### **14.10 Coveralls and Smocks**

Coveralls and smocks will be provided by the Company.

#### **14.11 Savings and Deposition**

- a) It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should it later be proven that it would be a violation of any legally effective Order or Statute to comply with any provision or provisions of this Agreement, both Parties agree to promptly re-negotiate such provision or provisions of this Agreement for the purpose of making them conform to such Orders or Statutes and the other provisions of this Agreement shall not be affected thereby.
- b) Copies of this Agreement shall be deposited with the Minister of Labour of B.C. and the Mediation Commission of B.C.

#### **14.12 Working With Galvanized Material**

The Company will provide proper ventilation in locations by machines to disperse the fumes away from the operators working with galvanized material.

#### **14.13 Lead Hand**

Persons selected by Management and assigned to perform, instruct and direct others in the performance of their work, and may be held responsible for the quality and quantity of work. This person will also be required from time to time to assist with clerical duties. The Company shall notify the Union in writing as to which employees are designated Lead Hands and update the Union as changes occur.

Premium \$2.00/hour.

#### **14.14 Statement of Earnings**

The regular rate, hours of work, and details for overtime hours shall be given to each employee on the pay statement so that the employee can clearly understand how the total pay is calculated.

### **ARTICLE 15 - HEALTH AND SAFETY**

#### **15.01 Duties of the Company**

The Company shall institute and maintain all necessary precautions to guarantee every employee a reasonably safe and healthy workplace, meeting WCB regulations and environmental standards.

## 15.02 Union - Company Health and Safety Committee

- a) An Industrial Health and Safety Committee shall be established which is composed of a minimum of two (2) Union members chosen by the Union. At no time shall the number of Company members be allowed to outnumber the amount of Union members.
- b) Two (2) co-chairpersons shall be elected (or a chairperson and a secretary) from and by the members of the Committee. Where one (1) of the chairpersons is a Company member, the other shall be a Union member and vice-versa.
- c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- d) Without limiting the generality of the foregoing the Committee shall:
  - i) Determine that inspections have been carried out at least once a month. The regular inspection shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery; and work methods and practices to ensure all work practices are in accordance with the appropriate government regulations.
  - ii) Determine that accident inspections have been made as required by Article 15.03.
  - iii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
  - iv) Appoint at least one (1) Union member and one (1) Company member to participate in such inspections and investigations.
  - v) Determine that the structures, equipment, machinery, tools, methods of operation, and work practices are safe and in accordance with the appropriate government regulations;
  - vi) Consider recommendations from the workforce in respect to industrial health and safety matters and shall recommend implementation where warranted;
  - vii) Hold regular meetings at least once each month for the review of:  
Reports of current accidents or industrial diseases, their causes and means of prevention;  
  
Remedial action taken or required by the reports of investigations or inspections;  
  
Any other matters pertinent to industrial health and safety; and
  - viii) Record the proceedings of the Committee and forward the minutes (which shall be signed by the co-chairpersons or by the chairperson and secretary) to the Company who shall make exact duplicates promptly available to all Committee members, post them on the notice board and forward a copy to the Local and National Union Office.



e) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement. Meetings shall be limited to one (1) hour per month prior to quitting time.

f) **Dawson Creek and Genelle**

Employees at Dawson Creek and Genelle shall fax health and safety concerns as they arise and their concerns will be included on the monthly Joint Safety Committee meeting agenda for review.

### **15.03 Accident and Near- Miss Inspections**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated.

A Union Committee member and a Company Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident according to WCB regulations.

Accident Report Shall Contain:

1. The place, date and time of the accident;
2. The names and job titles of persons injured, if applicable;
3. The names of witnesses;
4. A brief description of the accident;
5. A statement of the sequence of events which preceded the accident;
6. The identification of any unsafe conditions, acts or procedures which contribute in any manner to the accident;
7. Recommended corrective actions to prevent similar occurrences; and
8. The names of the persons who investigated the accident.

### **15.04 Health and Safety Clothing, Tools, and Equipment**

a) **Health and Safety Clothing, Tools and Equipment**

The Company shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, equipment and protective clothing required including safety footwear, other than regular safety boots, and safety glasses.

These shall be maintained and replaced, where necessary, at the Company's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subject to further corrective measures through engineering changes or the elimination of the hazard.

b) **Prescription Safety Glasses**

For those persons requiring prescription glasses, the Company will supply them.

The Company will provide, as per BCAO Policy currently implemented, a portion up to one hundred twenty-five dollars (\$125.00) regular or one hundred fifty

(\$150.00) bi-focal and progressive to a maximum of two hundred fifty dollars (\$250.00) every two (2) years (as per BCAO Policy) on the signing of this Agreement. Extras to be paid by employee to Optometrist at time of purchase.

#### **15.05 Compliance with Health and Safety Legislation**

The Company and employees shall comply with the applicable provincial and municipal health and safety legislation and regulations.

All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Industrial Health and Safety Committee or negotiations with the Union where reasonably possible.

#### **15.06 Disclosure of Information**

- a) The Company shall provide the Committee and all employees with written information which identifies all controlled substances, by-products and physical hazards associated with the work environment in accordance with the Federal and Provincial WHMIS regulations.
- b) The Company shall notify the Committee of all new substances and processes to be introduced by their chemical and trade names, noting potentially harmful effects, where known.

#### **15.07 Access to the Workplace**

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if asked to attend Health and Safety Committee meetings by any member of the Committee (where they shall have voice but not vote), or for inspecting, investigating or monitoring the workplace.

#### **15.08 Paid Leave for Health and Safety Training**

The Company agrees to allow only one (1) Union Committee member time off with no loss of seniority, earnings, or benefits to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters limited to three (3) days per year.

#### **15.09 Right To Refuse Unsafe Work**

- a) The Company must ensure the adequate direction and instruction of workers in the safe performance of their duties.
- b) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance, or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- c) A worker who refuses to carry out a work process or operate a tool, appliance, or equipment pursuant to subsection (b) must immediately report the circumstances of the unsafe condition to the Company.
- d) The Company receiving a report made under subsection (c) must immediately

investigate the matter and:

1. Ensure that any unsafe condition is remedied without delay or;
  2. If in the employee's opinion the report is not valid, must so inform the person who made the report.
- e) If the procedure under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Company must investigate the matter in the presence of the worker who made the report and in the presence of:
1. A worker member of the Occupational Health and Safety Committee,
  2. A worker who is selected by a Trade Union representing the worker, or
  3. If there is no Occupational Health and Safety Committee, any other reasonable available worker selected by the worker.
- f) If the investigation under subsection (e) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance, or equipment, the Company and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- g) A worker must not be subject to disciplinary action because the worker has acted in compliance with Clause 15.09 (b) or with an order made by a WCB officer.
- h) Temporary assignment to alternative work at no loss of pay to the worker until the matter in Clause 15.09 (b) is resolved is deemed not to constitute disciplinary action.

### **15.10 Proper Training and Education**

No employee shall be required or allowed to work on any job or operate any piece of equipment until the employee has received proper training and instruction. Proper training and instruction will be discussed with the Union.

The Company shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face; possible symptoms; necessary medical tests and treatment; and plans to eliminate the hazard.

### **15.11 Working Alone**

No employee shall be required or allowed to work alone, unless the Company implements a Safety/Communication/Check-in procedure that meets WorkSafe requirements.

This procedure will be forwarded to the CAW Local Union office in writing.

### **15.12 Injured Worker Provisions**

- a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay.

- b) Such employee shall be provided with transportation to the employee's doctor or hospital, and to the employee's home.
- c) An employee who was injured at work shall receive pay for time spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the employee returning to work.

### **15.13 Health and Safety Grievance**

Where a dispute regarding health and safety or the application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

### **15.14 Right to Accompany Inspectors**

One (1) Union member chosen by the Union shall be allowed to accompany government inspectors on an inspection tour and to speak with the inspector out of earshot of any other person.

The Union member shall receive the member's regular rate of pay during such tours.

### **15.15 First Aid Attendants**

- a) There shall be a qualified First Aid Attendant present on day shift who shall be a member of the bargaining unit at each division where such is available.
- b) The Company shall pay for the fees and textbooks of all First Aid Attendants who successfully complete a first aid course.
- c) The Company shall pay the dues and convention fees of one (1) attendant who wishes to be a member of the Industrial First Aid Attendants Association.
- d) The premium of the First Aid Attendant shall be:

<u>1 Level</u>	60 cents/hour
<u>2 Level</u>	50 cents/hour
<u>3 Level</u>	40 cents/hour

The First Aid Attendant shall be the employee (whether or not within the bargaining unit) with the highest rated ticket within the above schedule.

- e) Upon successful completion of the First Aid course, the Company will compensate employees at their regular straight time rate of pay for all time spent in the course.
- f) There shall be one (1) bargaining unit member with First Aid training at both outpost locations at all times.

### **15.16 Light Duty/Modified Work/Accommodation**

The Union will assist in all light duty, modified work or accommodation arrangements as well as the agreed upon review period.

Where possible, no person on light duty, modified work or accommodation shall displace

anyone or work hours that their seniority would not allow them to obtain under normal circumstances.

No arrangements under this section shall be used to abrogate the worker's right to WCB, Weekly Indemnity, long term disability, or any other benefit.

## **ARTICLE 16 - HUMAN RIGHTS AND HARASSMENT**

### **16.01 All Allegations**

Any allegations of harassment involving employees of Westman Steel Industries, regardless of their division, will be dealt with through this Article.

### **16.02 Confidentiality**

All parties will maintain strict confidence as much as possible so that any complainant feels free to come forward and that the reputations of all individuals involved are protected.

The parties will make every reasonable effort to ensure that the name of the complainant and/or the circumstances relating to the complainant will be kept confidential except when disclosure is necessary for the purpose of investigation or disciplinary action.

Confidentiality is not the same as anonymity. If the complainant chooses to pursue the formal review, he or she must be prepared to be identified so that the respondent is informed of the allegations and has the opportunity to respond.

### **16.03 Workplace Harassment Definition:**

Unacceptable, unwelcome conduct or comment that has the effect of:

- causing intimidation, offence or humiliation to any employee, or
- undermining the employment relationship, or
- being perceived as placing an improper condition on employment, or
- being discriminatory under the Human Rights Act.

### **16.04 British Columbia Human Rights Act; Discrimination is Categorized into:**

- race,
- colour,
- ancestry,
- place of origin,
- religion,
- marital status,
- family status,
- physical or mental disability,
- sex,
- sexual orientation,
- age,
- political belief,
- conviction for a criminal charge unrelated to Company employment.

### **16.05 How, Where, and When**

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

### **16.06 Also May Include**

Harassment can include, although is not limited to, the following acts and/or behaviours:

- verbal or physical abuse;
- derogatory remarks;
- display of pornographic or offensive materials;
- unwelcome invitations or requests;
- innuendoes or taunts about a person's body or beliefs;
- unnecessary physical contact;
- threats;
- leering;
- outright physical assaults;
- intimidation;
- practical jokes that cause awkwardness or embarrassment;
- retaliation against an individual who has filed a complaint of harassment.

### **16.07 Forms of Harassment**

Harassment may take, although is not limited to, the following forms:

- sexual harassment;
- personal harassment;
- place of origin/racial/ethnic/colour harassment;
- physical/mental disability harassment;
- age harassment;
- marital/family status harassment;
- sexual orientation harassment.

### **16.08 Perception**

An action or behaviour can become harassment if the receiver perceives it as such, regardless of the intentions of the initiator.

### **16.09**

#### **a) Sexual Harassment**

Sexual harassment can include, although is not limited to, the following actions or behaviours:

- sexual advances;
- request for sexual favours;
- other verbal or physical contact;

by a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

b) **Personal Harassment**

Personal Harassment shall be defined as any offensive conduct or improper behaviour that demeans, causes embarrassment, and/or is offensive to another individual, and that a reasonable person ought to have known would be unwelcome, and/or where such actions have the effect of creating an intimidating, humiliating, hostile or offensive work environment. Personal harassment does not require a violation of the prohibited grounds as stated in Article 16.04 above.

**16.10 Guidelines to Complaints**

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the General Manager or his/her designate or with Human Resources and the President of the Local Union or his/her designate.

**16.11 Investigation**

The parties agree that in the event of a complaint of harassment it will be investigated thoroughly and jointly by both parties in confidence.

**16.12 Scope of Arbitrator**

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:

- a) dismiss the grievance or complaint;
- b) determine the appropriate discipline up to and including termination;
- c) decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.

**16.13 Transfer of Employee**

Where harassment is proven and results in the transfer of an employee, it is the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

**16.14 Other Third Party Remedies**

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil legal means for any damages or from filing a Human Rights complaint.

**16.15 No Reprisals**

No one, including the Company shall seek reprisals from an employee for filing a valid complaint.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.01 Personal Leave of Absence**

a) **Personal Leave**

An employee may request a leave of absence without pay for personal reasons. Such a request must be made in writing and delivered to the employee's supervisor.

b) **Permission - Not Unreasonably Withheld**

Each request will be thoroughly reviewed and permission will not be unreasonably withheld.

c) **Maximum Length**

The maximum length of leave of absence shall be ninety (90) days. Extensions to the above may be granted under exceptional circumstances.

d) **Confirmation In Writing**

All leaves granted shall be confirmed in writing with a copy to the Chief Steward. If an employee takes a job elsewhere during a leave of absence or extends the leave without approval of the Company, the employee will be considered as having terminated their employment.

### **17.02 Leave to Attend Union Gatherings**

Employees who have been elected or appointed by the Union to attend National or Local gatherings will be granted a leave of absence without pay for this purpose. No more than one (1) employee may take such leave at one time and they must give the Company five (5) working days' notice in writing. This notice must be confirmed by the Union. Leave will not exceed four (4) weeks, plus reasonable travel time.

### **17.03 Notify Company of Absence and Expected Duration**

Any employee who will not be reporting to work shall notify the Company of the absence and its expected duration. Such notification shall be made prior to start of shift.

## **ARTICLE 18 - USE OF COMPANY FACILITIES OR EQUIPMENT**

### **18.01 Use of Company Facilities or Equipment**

Use of Company machinery, equipment, vehicles or material, for personal purposes at any time, without management authorization, will not be permitted.

Any employee found working for themselves, without management permission may be disciplined.



## **ARTICLE 19 - TECHNOLOGICAL CHANGE**

### **19.01 Technological Change**

In view of the possible impact on employment and conditions of employment resulting from technological changes and automation, it is agreed that the Parties hereto utilize to the best advantage of the Company and the Employees, all scientific improvement and establish a committee to be known as the Committee on Automation, consisting of equal representation by the Company and the Union.

The Committee's duties shall be to investigate and submit recommendations on all aspects of automation, mechanization and new methods, and to include the following:

- a) Training and retraining alternate employment opportunities within the Company.
- b) In addition, the Company will, if possible, inform the Committee six (6) months prior to the introduction of any new equipment which will require extensive retraining or will result in loss of employment.
- c) In addition, the Company will cooperate with the Union and the Government in matters of training and retraining.
- d) Both Parties further agree to any further requirements stated in the Labour Relations Code on Technological Change.

## **ARTICLE 20 - UNION LABEL**

### **20.01 Company to Display Union Label on Product**

During compliance with all the provisions of this Agreement, the Company may by arrangement with the Union, display the Union label of the Canadian Auto Workers on any or all items produced exclusively under the terms of this Agreement.

### **20.02 Permission to Display Union Label**

The Company agrees that all Union labels shall be the property of the Union and said permission to display the Union label may be revoked by the Union for causes the Union deems adequate.

## **ARTICLE 21 - AMENDMENTS**

### **21.01 Made By Mutual Agreement**

By mutual agreement between the Parties to this Agreement, any Article or Section thereof may be amended, revised, or deleted, or new Articles or Sections added during the life of this Agreement.

### **21.02 Duly Noted**

Any amendments, deletions, or additions to this Agreement will be duly noted under the Page and Article numbers of which they are part.

## ARTICLE 22 - CAW PAID EDUCATIONAL LEAVE

### 22.01 CAW Paid Education Leave

- a) Effective May 5, 2007 the Company agrees to remit quarterly three (3) cents per employee for every hour worked to:

CAW Education Trust Fund  
205 Placer Court, North York  
Willowdale, ON M2H 3H3

- b) **Local Union Training and Leave Fund**

The Company agrees to pay into a special fund of three (3) cents per hour for all hours worked. The fund is for local leadership training and leave. Remittances shall be paid the tenth (10<sup>th</sup>) of the month following to the Local Union's address in New Westminster.

## ARTICLE 23 - DURATION OF AGREEMENT

### 23.01 Duration of Agreement

- a) **Effective Date and Term**

The Agreement shall be in full force and effect from and including April 1, 2013 to and including March 31, 2016 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 date of March 31, 2016 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 the view to the conclusion, or a renewal, or revision of the Collective Agreement, or a new Collective Agreement.

- b) **Continuation**

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 commence a strike or the Company shall give notice of lockout and commence a lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

### 23.02 **Section 50 (2) & (3) Exclusion**

By the Agreement of the parties hereto, the provisions of Section 50(2) & (3) of the Labour Relations Code of British Columbia are specifically excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12<sup>th</sup> day of November, 2013.

Westman Steel Industries

National Automobile, Aerospace,  
Transportation and General Workers Union  
(CAW-CANADA) Local 114

Lionel Robideau

Cynthia Anderson

**SCHEDULE "A" - WAGES**

Effective April 1, 2013, the wage increases are as follows:

**LANGLEY**

	<u>2013</u>	<u>2014</u>	<u>2105</u>
<b>Machine Operator</b>	<b><u>\$28.67</u></b>	<b><u>\$29.24</u></b>	<b><u>\$29.82</u></b>
<b>Production Worker 1</b>	<b><u>\$25.87</u></b>	<b><u>\$26.44</u></b>	<b><u>\$27.02</u></b>
<b>Production Worker 2</b>	<b><u>\$21.61</u></b>	<b><u>\$22.18</u></b>	<b><u>\$22.76</u></b>
<b>Shipper</b>	<b><u>\$25.42</u></b>	<b><u>\$25.99</u></b>	<b><u>\$26.57</u></b>

**DAWSON CREEK, GENELLE**

	<u>2013</u>	<u>2014</u>	<u>2105</u>
<b>Machine Operator</b>	<b><u>\$27.88</u></b>	<b><u>\$28.45</u></b>	<b><u>\$29.03</u></b>
<b>Production Worker 1</b>	<b><u>\$25.16</u></b>	<b><u>\$25.73</u></b>	<b><u>\$26.31</u></b>
<b>Production Worker 2</b>	<b><u>\$21.61</u></b>	<b><u>\$22.18</u></b>	<b><u>\$22.76</u></b>
<b>Shipper</b>	<b><u>\$24.71</u></b>	<b><u>\$25.28</u></b>	<b><u>\$25.86</u></b>

The Company will pay a one thousand dollar (\$1,000.00) signing bonus to all employees on the seniority list as per the date of ratification.

## SCHEDULE "B" - Classification Definitions

### PRODUCTION SHOP

Machine Operator Class 1	One who is capable of setting up, running and maintaining production on any of the machines or forming equipment in the Shops.
Production Worker Class 1	Employee capable of welding and fabricating fittings, couplers and/or setting up and operating brakes, trim line, slitter, shears and other associated work as required.
Production Worker Class 2	One called upon to grind pipe, operate break, shear or do general work as required.
<u>Production Worker 3</u>	<u>Responsible for cleaning shops/ grounds as needed, assist in material handling from time to time, put up orders in trim department, assist in the making of couplers and other related accessories, material handling from roll former to include strapping, etc., and bundling skids, crates, etc.</u>
Fork Lift Operator - Shipper	One capable of operating a fork lift truck and doing other production work as required. Will also be required to make up and process any documents required for shipping and receiving goods.

- 1) The wage rate for a Production Worker 3 shall be thirteen dollars and fifty cents (\$13.50) per hour and the negotiated rate increases shall apply thereafter.
- 2) There shall be no more than one (1) Production Worker 3 at any time at each division; two (2) for the Langley location is acceptable.
- 3) After nine (9) months, the Production Worker 3 will automatically progress into the Production Worker 2 Classification.
- 4) This new classification shall in no way affect the straight time hours of any other bargaining unit member.
- 5) A Production Worker 3 shall not be permitted to work while anyone with more seniority is on a layoff unless specifically agreed to by the Union.
- 6) Either party can cancel this Letter of Understanding at any time with thirty (30) days written notice.
- 7) All other terms and conditions of the Collective Agreement shall apply.

The wage progression for an employee training for a higher classification is as follows:

At four (4) months:	Thirty three percent (33%) of the difference between the two (2) classifications.
At eight (8) months:	Sixty six percent (66%) of the difference between the two (2) classifications.
At twelve (12) months:	Full rate of the new classification.

Any employee who is unsuccessful in their training will revert back to their previously held classification.

## **SCHEDULE "C" - DUES**

### **DUES**

The minimum dues level for all members of Local 114 will be the equivalent to two (2) hours and twenty (20) minutes straight time pay per month, as per Article 17, Section 2 of the Constitution or as agreed to by some other formula (percentage of Gross Pay).

As well, the dues level for all members of Local 114 will be increased by twenty-five (25) minutes above the minimum dues level, which will bring the dues level to two (2) hours and forty-five (45) minutes straight time pay per month.

The additional twenty-five (25) minutes dues will be the exclusive property of Local 114.

**LETTER OF UNDERSTANDING #1**

**Between**

**CAW LOCAL 114**

**And**

**WESTMAN STEEL INDUSTRIES**

Provided an employee has five (5) years of service with the Company, an employee between the ages of sixty (60) and sixty-five (65) may construct a work schedule that is mutually agreeable between the employee and the Company.

This arrangement will not reduce the regular working hours of any employee or result in the displacement of an employee.

All other terms and conditions of the Collective Agreement will be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12<sup>th</sup> day of November, 2013.

Westman Steel Industries

National Automobile, Aerospace,  
Transportation and General Workers Union  
(CAW-CANADA) Local 114

Lionel Robideau

Cynthia Anderson

## **EMPLOYEE GROUP BENEFITS**

The Employee Group Benefits program will be transferred from the current program (CHIPS) to a Company-managed plan with all benefits from the CHIPS program being included (except orthodontics will be maxed out at three thousand dollars [\$3,000.00] in the Company program no later than June 1, 2013.

The cost of the plan shall be borne one hundred percent (100%) by the Company.

There will be no additional need to requalify for the Company-managed plan.

Effective June 1, 2013, the Employer shall be responsible for managing and administering employee benefits in following with this Article. As such, the Employer agrees to guarantee the provision and maintenance, for all eligible employees and their dependents, the following health and welfare benefits as set out in Appendix "A" and as otherwise described in the WGI booklet entitled "Your Group Benefits" dated and signed March 1, 2013, which shall be initialed by the Parties and considered an integral part of the Collective Agreement.

### **APPENDIX "A" - HEALTH AND WELFARE BENEFITS**

#### **(a) Life Insurance**

Two times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).

#### **(b) Accidental Death and Dismemberment (AD&D)**

Two times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).

##### Amounts Payable

<u>Loss of Life</u>	<u>One hundred percent (100%)</u>
<u>Loss or Loss of Use of Each Arm or Leg</u>	<u>Seventy-five percent (75%)</u>
<u>Loss or Loss of Use of Each Hand, Each Foot, Sight in Each Eye</u>	<u>Sixty-six and two-thirds percent (66 2/3%)</u>
<u>Loss of Speech</u>	<u>Fifty percent (50%)</u>
<u>Loss of Thumb and Index Finger on Same Hand</u>	<u>Thirty-three and one-third (33 1/3%)</u>
<u>Loss of Hearing in Each Ear</u>	<u>Twenty-five percent (25%)</u>

#### **(c) Extended Health Care**

Covers drugs, hospital care, medical services and supplies and health care professional services in certain out-of-province and out-of-Canada emergency, sickness or injury costs.



**(d) Dental Care - Benefit Percentage**

One hundred percent (100%) for Level 1 Basic Services

One hundred percent (100%) for Level 2 Supplementary Basic Services

Seventy-five percent (75%) for Level 3 - Dentures

Fifty percent (50%) for Level 4 - Major Restorative Services

Fifty percent (50%) for Level 5 - Orthodontics

**Benefit Maximums:**

One thousand dollars (\$1,000.00) per calendar year for combined Level 1 and Level 2 and Level 3 and Level 4

Two thousand dollars (\$2,000.00) per lifetime for Level 5

**(e) Eye Glass Coverage**

Prescription glasses to a maximum of three hundred dollars (\$300.00) every two (2) years

Employees may elect to apply the above provision towards laser eye surgery. The employee will provide the Company with a copy of the receipt from the retail seller.

**(f) Long Term Disability**

Benefit Amount - 66.7 percent of your first two thousand five hundred dollars (\$2,500.00) of monthly earnings plus fifty percent (50%) of any excess amount to a maximum of ten thousand dollars (\$10,000.00). Total disability benefit reduced by any disability benefits received from CPP, WCB.

**(g) Employee and Family Assistance Program (EFAP)**

There will be an Employee and Family Assistance Program for all employees that fall under this Collective Agreement. The costs of this program will be borne by the Company.