

COLLECTIVE AGREEMENT

BETWEEN

ADVANCE WIRE PRODUCTS LTD.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF USW 2009)**

August 1, 2015 – July 31, 2018

**Errors & Omissions Excepted
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COLLECTIVE AGREEMENT

BETWEEN: ADVANCE WIRE PRODUCTS LTD.

(Hereinafter referred to as the "Company")

OF THE FIRST PART

**AND: UNITED STEELWORKERS
 (On Behalf of Local Union 2009)**

(Hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH:

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

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

ARTICLE 1 – BARGAINING AGENCY AND RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02** Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instructions and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this sub-section, it will be instituted at Step 2 of the grievance procedure.

ARTICLE 2 – DEFINITION OF EMPLOYEE

- 2.01** The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company's present or relocated premises for which the union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 – MANAGEMENT

- 3.01** Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers, #202 9292 – 200th Street, Langley, B.C. V1M 3A6.
- (b) become members of the Union within sixty (60) working days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009
Attention: Financial Secretary @ 604-513-1851, and

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).

- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 – HOURS OF WORK

- 5.01 a) **Day Shift** The standard work day will consist of eight (8) hours worked between the hours of 7:00 a.m. and 4:30 p.m., with a designated thirty (30) minute lunch period.
- b) The standard work day in Shipping will consist of eight (8) hours worked between the hours of 7:00 a.m. and 5:00 p.m., with a designated thirty (30) minute lunch period.
- 5.02 **Afternoon Shift** Where a second shift is employed, the hours of work will be seven and one-half (7 ½) for which eight (8) hours will be paid, plus a premium of forty cents (\$.40) per hour. There will be a thirty (30) minute lunch period.
- 5.03 **Night Shift** Where a third shift is employed, the hours of work will be seven (7) hours for which eight (8) hours will be paid, plus a premium of sixty cents (\$.60) per hour. There will be a thirty (30) minute lunch period.
- 5.04 **Change of Start and Stop Times** By mutual agreement between the Company and the Union, the regular starting and stopping times of standard work shifts may be changed.
- 5.05 **Work Performed on Saturday, Sunday and Statutory Holidays**
- a) Double rate will be paid for work performed on:
- Saturdays
- Sundays
- Statutory Holidays as listed in Article 6.
- b) Double rate will not be paid for work performed:
-on a night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
-to complete a night shift after midnight at the start of the Statutory Holidays.
- 5.06 **Overtime**
- a) **Overtime - Daily** Overtime will be paid for at time and one-half for the first two hours. After the first two hours overtime will be paid for at doubletime.
- b) **Overtime - Voluntary** The Parties are agreed that all overtime will be voluntary.
- c) **Overtime Meal** Employees requested to work more than two (2) hours overtime after the completion of their regular shift, will be given one-half (½) hour on Company time to eat their lunch and will be given ten dollars (\$10.00) meal money.
- d) **Overtime Distribution** Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Company will prepare a list, which will be posted, of such employees, commencing with most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

- e) **Overtime - Where Shift Premium Paid** If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

5.07 Banking of Overtime

In lieu of the overtime provisions of Article 5.06 of the Collective Agreement, employees may choose to bank overtime hours to be taken as paid time off at a future date.

Employees choosing to bank their overtime must advise the Employer of their decision in advance of working the overtime.

Employees may bank up to eighty (80) hours of paid time off which may be taken at a mutually agreed upon time between the Employer and the Employee in blocks of not less than eight (8) hours. In no event will such banked time off be accumulated from calendar year to calendar year unless mutually agreed otherwise. If such mutual agreement is not made, all banked time not taken by December 1 of the calendar year in which it is accumulated will be paid out by December 15 of such year at overtime rates under this Agreement.

- 5.08 Rest Between Shifts** Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

- 5.09 Work Before Regular Shift** Employees called in before their regular starting time will be paid at double rate for the time worked prior to their regular starting time except when other arrangements are made by mutual agreement between the Company and the Union.

- 5.10 Lunch Period** The mid-shift lunch period will be mutually arranged between the Company and the Union. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4½) hours from the shift start time or as mutually agreed upon.

5.11 Additional Shift Requirement

- a) When additional shifts are required and do not continue for three (3) consecutive nights then double rate will be paid.
- b) If an employee is required to change shift more than twice in a calendar week he will be paid at double rate for the balance of the week.
- c) Shift changes, listing individuals will be posted two (2) days in advance.

- 5.12 Guaranteed Day** Subject to the exceptions set forth in this Section and in Section 5.13 any employee reporting for work at the start of the employee's shift will be guaranteed eight (8) hours work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only to an employee's regular shift.

The provisions of this Section will not apply in the case of shutdowns necessitated by emergencies beyond the control of the Company or if the employee:

1. Voluntarily quits
2. Was previously instructed not to report. In such event or circumstances the employee will then only be paid for the actual time he worked.

3. Does not work a full shift at his own request.
4. Reports for work on a shift for which he was not scheduled.

5.13 **Call Time** Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked after being recalled, with a guaranteed minimum payment of two (2) hours at double time.

ARTICLE 6 - PLANT HOLIDAYS

6.01 All employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. B.C. Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6.. Canada Day | 12. Boxing Day |

6.02 Any declared Provincial or Federal Statutory Holiday will be treated the same as the holidays listed in 6.01 above.

6.03 When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.04 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday.

6.05 In order to qualify for eight (8) hours pay for the above Plant Holidays, the employee must have completed thirty (30) calendar days employment with the Company.

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

6.07 Employees not actively employed because of:

- Lay-off
- Unpaid leave of absence
- illness or injury

and not eligible for W.C.B. payments for the involved Plant Holiday(s)

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

ARTICLE 7 - VACATIONS WITH PAY

7.01 Employees Will Receive Vacations and be Paid for the Vacation in Accordance with the Following Schedule

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (Max. 10 working days)	4%
1 year less than 2 years	2 weeks	4%
2 years less than 7 years	3 weeks	7%
7 years less than 10 years	4 weeks	9%
10 years less than 20 years	5 weeks	11%
20 years and over	6 weeks	12%

7.02 **Vacation Allotment - Sickness - Injury - Lay-off** Authorized leave of absence for sickness or accident or other causes acceptable to the Company excluding lay-off beyond two months, shall not affect the employee's right in respect to vacations with pay.

7.03 **Cut-off Date** Employees vacation years will be adjusted to the cut-off date which will be his anniversary date.

7.04 **Vacation Period** Vacations will be scheduled by May 1st of each year for the vacation period of June 1st to September 30th. Employees will have preference of vacation periods in accordance with their seniority.

7.05 **Vacation Pay - When Payable** Vacation pay is payable on the last payday preceding the vacation if the employee gives the employer a minimum of one weeks notice. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

7.06 **Vacation Pay - On Termination** Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid:

- Less than 2 years employment - 4%
- 2 years but less than 7 years employment - 7%
- 7 years but less than 10 years employment - 9%
- 10 years but less than 20 years employment - 11%
- 20 years and more employment - 12%

7.07 Employees will take vacations in one-week segments. A one-week segment is defined as five consecutive working days. Employees may take vacations other than one-week segments by mutual consent of the company and the employee.

ARTICLE 8 - SENIORITY

- 8.01 a) **Seniority Principles** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based upon his ability to efficiently fulfil the job requirements.
- b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and rehiring after lay-offs, or terminations will be done strictly in accordance with the principles set forth in 8.01(a).
- (c) **Probationary Period** Seniority of each employee covered by this Agreement will be established after a probationary period of sixty (60) days worked which may be accumulated over a period of twelve (12) months. The Company and the Union agree that the probationary period may be extended an additional 30 days by mutual consent.

8.02 Seniority Will Be Maintained and Accumulated During:

- a) occupational injury.
- b) absence from employment while serving in the non-permanent armed forces of Canada.
- c) Illness or non-occupational injury.
- d) Jury duty, union gatherings and collective bargaining negotiations.

Nothing in this Article shall be construed as restricting the Company's right to discharge an employee for non-culpable absenteeism.

8.03 Seniority Will Be Maintained but not Accumulated During:

- a) Authorized leave of absence.
- b) Absence due to lay-off for the following period, after which an employee's seniority will terminate:
 - 1. Less than 6 months seniority - 6 months
 - 2. Over 6 months and less than 24 months seniority - a period equal to his or her length of seniority
 - 3. Over 24 months seniority - 2 years

8.04 Seniority Standing will be Cancelled if an Employee:

- a) Voluntarily leaves the employ of the Company.
- b) Over-stays authorized leave of absence.
- 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 by registered mail
- e) Is still on lay-off and the seniority retention period has elapsed as described in 8.03(b).
- f) Leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity.

- 8.05 **Recall Procedure** Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, 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 receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

Recalled employees will be credited with the seniority they had at the date of lay-off in accordance with 8.02, 8.03 and 8.04.

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

- 8.06 a) **Seniority Lists** The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty days, and will establish the seniority, regular rates and classification of an employee. Said lists will commence with the most senior employee, carry on downwards to the most junior employee and contain the following information:
1. employee's name and clock number
 2. employee's starting date
 3. employee's length of service in years and days
 4. employee's regular classification and regular rate of pay
 5. probationary employees will also be shown on the list
- b) An Employee will have a period of 60 days from the time a seniority list is posted to dispute any information about him/her on that list, after that time the list and any information it contains will be considered correct, and will be the new base for the next list to be posted.
- c) **Seniority Lists - Additional** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months.

ARTICLE 9 - SAFETY & HEALTH

- 9.01 a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- b) Promote and maintain safe and healthy working conditions consistent with the provisions of all related legislation.
- c) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.
- 9.02 **Safety Committee** It is mutually agreed that a Safety Committee consisting of two (2) employees selected by the Union will meet with a Management representative or representatives once monthly or more frequently if required. The Company shall make available to the Union members of the Safety Committee any information requested to enable them to carry out their function efficiently. Minutes of such meetings will be posted on the notice board.
- 9.03 **Housekeeping and Sanitation** All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.
- 9.04 **Washroom, Lunchroom** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in restrooms. Employees will co-operate by observing the rules of cleanliness.

9.05 Injured Employee - Reporting Procedure Any employee suffering an injury while in the employ of the Company and performing or engaged in any activity which is covered by Workers' Compensation, must report immediately or as soon as possible after the injury, to the First Aid Department (Attendant). The employee must also report to the First Aid Department (Attendant) upon returning to work.

9.06 Injured Employee - Transportation Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises.

9.07 Injured Employee - Daily Earnings If an employee is injured on the job the Company will maintain his normal daily earnings for the day of injury.

9.08 Employees Working Alone Where an employee is employed under conditions where he might be injured and not able to secure assistance the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.

9.09 Protective Safety Equipment Protective equipment and supplies as deemed necessary by the Company or by the Workers' Compensation Act shall be supplied to the employee free of charge.

9.10 Safety Boot Allowance

The Company will reimburse employees, who have completed six (6) months service and have worked a minimum of one thousand and forty (1040) hours, up to a maximum of one hundred fifty dollars (\$150.00) each year for the purchase of safety boots. This yearly amount may be accumulated for up to two (2) years for a total of three hundred dollars (\$300.00).

9.12 Coveralls If requested by the employee the Company will supply annually two (2) new coveralls or shop coats to each employee who has completed their working probationary period. Employees requesting coveralls or shop coats are obligated to wear them at work.

9.13 Welders

The Employer will provide leather smock/jacket and welding gloves to welders.

9.13 First Aid Attendants

- a) A premium of \$0.50 per hour for Occupational First Aid Level I and a premium of \$1.00 per hour for Occupational First Aid Level II.
- b) The Employer will pay course fees and cost of books for employees required to attend First Aid courses.
- c) Upon successful completion of training classes the employee will be paid for all work hours missed up to a maximum of forty (40) hours at straight time wages without premiums for time to attend first-aid training classes. The employee will also be paid for work hours missed if testing is an additional day off up to eight (8) hours at straight time wages without premiums.

9.14 SAFETY GLASSES

Prescription safety glasses (frames and/or lenses) complete with non-removable side shields) will be provided by the Company under the following conditions:

- 1) The Company will use the B.C. Doctors of Optometry Association's Occupational Vision Plan (OVP) to administer the purchase of prescription safety glasses for Employees.
- 2) The Company will determine the type of frames.
- 3) The Company will reimburse employees requiring prescription safety glasses the following amount:

Single	Cost
Bifocal	Cost
Progressive	Cost
- 4) Lens and/or frame replacement will be provided only when required, and not more than once per year, as a result of normal work usage and not for prescription change. Prior approval from the Company must be received before a purchase is made.
- 5) Prescription safety glasses provided by the Company must be worn at the Company's work place.
- 6) New employees will provide their first pair of safety glasses complete with non-removable side shields. The Company will reimburse the employee for the cost of the safety glasses as per the OVP fee guide after one year of service.
- 6) Non-prescription safety glasses will be provided by the Company. Replacements will be provided only when required and upon return of the old pair.

9.15 Hearing Tests

The Company will conduct hearing tests on all employees once per year at no cost to the employee.

ARTICLE 10 - GENERAL PROVISIONS

10.01 Consultation with Union - Prior to Certain Changes

The Company agrees to consult with the Shop Steward or Grievance Committee if available on the premises prior to discharging, laying-off, transferring, promoting or demoting an employee.

10.02 Bulletin Boards The Union will have the exclusive use of one Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

10.03 Notices Between the Company and Union Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail to the Secretary of the Union at its regular address.

10.04 Union Access to Plant Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

10.05 Bereavement Pay

The Company will grant a three (3) days paid leave of absence if a death occurs in the immediate family of an employee. Immediate family is defined as: parents, grandparents, parents-in-law, spouse, children, siblings and children of siblings.

10.06 Jury Duty If an employee is summonsed or subpoenaed for jury duty or for jury selection, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the monies received for jury duty.

On any day an employee is called but not chosen for duty he must return to work for the balance of the shift. He must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

10.07 Rest Periods Employees will be allowed two (2) coffee breaks of ten minutes each on Company time; one in the first half of each shift and one in the second half.

10.08 Foremen and Chargehands Identification The name of all Foremen and Chargehands, setting forth their official status will be posted on the Company's Bulletin Board.

10.09 Layoff Notice In the event of a layoff, the Company will give two (2) working days notice of layoff, or two (2) day's pay in lieu of notice, after completion of the probationary period.

10.10 Education & Training Fund

The Employer shall contribute to the Union the sum of five cents (\$.05) per hour per employee for each hour worked for education and training of Union members. The money shall be made payable to Local Union- 2009 Education and Training Fund,- #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and shall be remitted January 1st and July 1st of each contract year, and the Employer shall provide necessary information regarding amounts paid for each employee.

10.11 EMPLOYEE RECORDS

- i) The employee records file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- ii) No negative comments or report about any Employee shall be placed in any employee record file unless the Employee concerned is first given a copy of the information.
- iii) Employee records files, as referred to in this Agreement, shall include all methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.

10.12 EMPLOYEE ACCESS TO EMPLOYEE RECORD FILE An Employee shall have the right to read and review his/her employee record file at any time, upon reasonable notice and by written request to the Employer. On request, and with the Employee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's record file.

10.13 DISCIPLINE

- a) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer. Suspension days will run as consecutive working days.

- b) Any Employee who is to be interviewed or disciplined shall be interviewed or disciplined in the presence of a Shop Steward, Grievance Committee member or other Union designate in a private office.
- c) The employee, the Shop Steward or a Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and reasons in full for such action within seventy-two (72) hours of the taken action.

10.14 RELIEF

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

10.15 Training

All forklift training to be done on Company time or will be provided on the weekend at straight time rate of pay.

10.16 Humanity Fund

The Company agrees to deduct \$20.00 from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund, USW National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** It is understood that an Employee has no grievance until they, either directly, or through the Union, have discussed the problem with the employees supervisor and have not been able to come to a satisfactory resolution of the problem.

GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

STEP 1 After registering the grievance with the employee's Supervisor, and such grievance is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, step 2 of the Grievance Procedure may be invoked.

STEP 2 The grievance shall be submitted in writing to the Supervisor's Supervisor either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. Either party may request the grievor be present at this meeting. The Supervisor's Supervisor will within a further three (3) working days give the Employer's written answer, and return it to the Union.

STEP 3 If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the Manager, who shall within three (3) working days, hold a meeting between the Union and the appropriate representatives of the Employer, in a final attempt to resolve the grievance. Either party may request the grievor be present at this meeting. The Manager will within three (3) working days give the Employer's decision in writing to the Union.

If settlement is not reached the grievance will proceed to Step 4.

STEP 4 The parties will have thirty (30) days from the time of the step three answer to submit the grievance to arbitration.

ARTICLE 12 - ARBITRATION

- 12.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 12.02** Any matter referred to arbitration, as provided in 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:
1. Chris Sullivan
 2. Rick Coleman
 3. Judi Korbin
 4. Ron Keras
- 12.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 12.04** The arbitrators shall rotate on each subsequent arbitration but should anyone be unable to act within thirty (30) calendar days he shall be passed over to the next on the list.
- 12.05** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employees or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article herein, and interrogate any person respecting any such differences.
- 12.06** If, during the life of this Agreement, one of the arbitrators named in 12.02 hereof withdraws from the list, the parties shall appoint a replacement by mutual agreement in writing.
- 12.07** The Union and the Company shall each pay one-half of the remuneration and expenses of the arbitration.
- 12.08** Notwithstanding any sanction attaching to any violation of the time limits for processing a grievance from step to step up to and including arbitration, the arbitrator shall have the right to set aside such sanctions and deal with any grievance on its merits provided that the delay in time complained of by the protesting party is not unreasonable and provided further that such delay has not prejudiced the party making the protest.

ARTICLE 13 – HEALTH AND INSURANCE

13.01 A Medical, Insurance, and Dental Plan will be maintained in accordance with the following:

- Premiums will be paid by the Company.
- Extended Health Benefits insurance and dental will be provided as currently covered under the Great-West Life Group Policy #166179. It is agreed that there will be no changes to the benefit plan during the term of the agreement without the prior approval of the Union.

Coverage

1. Basic Medical Coverage will be supplied under the B.C. Medical Services Plan.
2. Insurance Coverage will consist of:
 - a) Life Insurance - \$60,000.00, reducing by 50% at age 65 and terminating at age 71.
 - b) A.D. & D. Coverage – in an amount equal to the Life Insurance.
 - c) Short-term Weekly Indemnity – 75% of an employee’s weekly insurable earnings limited to the maximum weekly payment under the Employment Insurance Act of Canada (the 2015 EI Maximum is currently \$524.00)
 - Indemnity will be paid:
1st day of accident
4th day of illness
 - Indemnity will last for a maximum of 26 weeks
 - Weekly Indemnity will not apply when Workers’ Compensation is payable.
 - d) Great West Life will determine an employee’s eligibility to receive weekly indemnity.
3. Eye Exams – One Hundred Dollars (\$100.00) every two (2) years.

4. DENTAL PLAN

Dental Coverage will not exceed customary charges and will consist of:

- a) Basic Dental/Routine Treatment..... 100%
- b) Major Treatment..... 50%
- c) Orthodontic Treatment..... 50%

Plan Maximums:

Routine/Major Treatment - \$2,000.00 each calendar year
Orthodontic Treatment - \$2,000.00 per dependent lifetime

5. Prescription Drug Cards will be supplied upon enrolment in the plan

13.02 General Principles

1. In the event of absence due to sickness, occupational injury, pregnancy leave, parental leave, or non-occupational injury, the Company agrees to pay the premium for coverage set forth in this article for a period of fifty-two (52) weeks from the date when the absence begins or for the term of the absence, whichever is shorter. Benefit coverage will not be continued while an employee is on an unpaid leave of absence that is longer than one calendar month, unless the employee pays the premiums in advance to continue such coverage.
2. Coverage will be provided during lay-off up to a cumulative maximum of one (1) month in a calendar year, beyond their seniority retention period.

13.03 Insurance Coverage Commences:

- Immediately for employees presently covered and on lay-off from the Company.
- A three (3) month waiting period for employees first entering the employ of the Company.
- A three (3) month waiting period for employees who have been on layoff beyond their seniority retention period.

13.04 Sick Leave The Company agrees to pay for the 1st, 2nd and 3rd days of sickness, for which the employee qualifies for payment under the short term disability weekly indemnity plan; proof of eligibility must be supplied. Pay for sick days to be calculated as eight (8) hours per day at the employee's straight time hourly rate.

ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY

14.01 Leave for Personal Reasons

- a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:
 - i) he requests it from the Company in writing, and
 - ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he will be considered as having terminated his employment.

- b) A leave of absence may be extended up to thirty (30) calendar days if there is a good reason and the Company and the Union Committee agree to it. The employee must request the extension in writing before his first leave period has terminated.
- c) The Union will be notified of all leaves granted under this Section.

14.02 Leave to Attend Union Gatherings Employees who have been elected or appointed by the Union to attend International, National or Local gatherings will be granted leave of absence without pay for this purpose. Not more than two (2) employees may take such leave at one time and they must give the Company ten (10) working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks plus reasonable travel time.

14.03 Leave for Union Business

- a) The Company will grant an employee leave of absence to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. One month's notice in writing must be given prior to requesting this leave.
- b) Not more than one employee may be on leave under this section at any one time and in no instance will two such leaves be granted in any six (6) months period.

ARTICLE 15 - WAGES

15.01 Wage Schedule

- a) The job classifications and rates of pay listed in the attached Wage Schedule, Appendix "A" is agreed upon by both Parties and is a part of this Collective Agreement.
- b) The rates set forth in the attached Wage Schedule, Appendix "A" may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classification set forth in this Agreement and for any subsequent mutually agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

15.02 Cheque Issue – No Delay

Employees shall be paid every second Friday by direct deposit.
Cut off date shall be Sunday of the previous week.

15.03 Statement of Earnings

The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. Statement of Holiday Pay earnings to be provided once per year.

15.04 Rate Retention on Transfers and Bumps

Employees transferred at the request of the Company will continue to receive their own rate or the rate for the new job if it is higher than their rate. Employees who bump into a classification carrying a lower rate of pay than they currently receive because of layoff or reduction in their department will continue to receive their regular rate of pay for a period of three (3) shifts, and then will revert to the lower rate of pay.

ARTICLE 16 - JOB POSTING

- 16.01** All job openings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for five (5) working days.
- 16.02** Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01(a) of this Agreement.
- 16.03** A training schedule will be developed between the Union and Company for each job posting excluding Trades and/or ticketed employees.
- 16.04** **Job Openings (Temporary)**

Job openings in the bargaining unit not subject to the Job Posting procedure shall mean:

Those job openings resulting from absence allowed under the terms of this Agreement up to a maximum of sixty (60) days.

ARTICLE 17 – NO HARASSMENT OR DISCRIMINATION

17.01 Policy Statement

The Company and the Union recognize that all employees have the right to work in an environment that is free from harassment and discrimination. Accordingly, harassment and discrimination are strictly prohibited. Employees who engage in such conduct will be subject to discipline, up to and including discharge.

17.02 Definitions

In this Article:

- a) "discrimination" means discrimination based on an employee's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age (defined as age 19-64), or criminal conviction unrelated to the person's employment;
- b) "harassment" means personal harassment and sexual harassment;
- c) "personal harassment" means verbal or physical behaviour that creates an intimidating, hostile or offensive work environment and that serves no legitimate work-related purpose;
- d) "sexual harassment" means conduct or comments of a sexual nature that are unwelcome, and that detrimentally affect the work environment or lead to adverse job-related consequences. Sexual harassment includes, but is not limited to, such things as: unwelcome sexual touching; unwelcome sexual flirtations, advances or propositions; sexually suggestive, obscene or degrading comments or gestures; offensive jokes of a sexual nature; leering or staring; displaying or circulating pictures or other material of a sexual nature; unwelcome questions or remarks about a person's sex life, appearance, clothing, etc.

It is understood and agreed that the definition of personal harassment outlined above shall not be interpreted as restricting or limiting the Company's ability to exercise its management rights.

17.03 Complaint Procedure

Complaints of harassment or discrimination shall be dealt with in accordance with the following procedure:

- a) In most cases, the employee should begin by telling the person that their comments and/or behaviour are unwelcome, and by clearly asking them to stop.
- b) If the employee does not feel comfortable approaching the person directly, or if the employee's efforts to get them to stop are unsuccessful, then the employee should promptly bring the matter to the Company's attention, either orally or in writing.
- c) If the subject matter of the employee's complaint fits within the definition of harassment or discrimination, it will be investigated by the Company.
- d) As part of its investigation, the Company will provide the respondent with a reasonable opportunity to respond to the complaint.
- e) The Company will endeavour to preserve confidentiality throughout the investigation process.
- f) Upon completion of its investigation, the Company will take such action as it considers appropriate in connection with the complaint.
- g) If any employee is dissatisfied with the action taken by the Company, he/she may pursue the matter further by filing a grievance.

ARTICLE 18 – PERMANENT CLOSURE SEVERANCE PAY


- 18.01** In the event the Company permanently closes their business, severance pay will be paid to all individuals on the Seniority list prior to the closure, who have worked for the Company within the six (6) months prior to the closure, and who at the time of the closure are unemployed or will be unemployed as a result of the closure. Severance will be paid out based on one week's pay for each year of seniority up to a maximum of eight (8) weeks' pay. The value of a week's pay will be calculated as the average of the last eight weeks of pay received by the employee prior to the termination of his/her employment.


ARTICLE 19- DURATION OF AGREEMENT


- 19.01** This Agreement will be effective August 1, 2015 to and including July 31, 2018 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.
- 19.02** Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement will commence negotiations. During the period of negotiations this Agreement will continue in full force and effect.
- 19.03** The operation of Section 50 (2) & (3) of the Labour Relations Code is hereby excluded.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 19 day of Dec, 2015

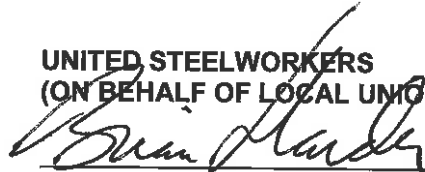
ADVANCE WIRE PRODUCTS LTD.

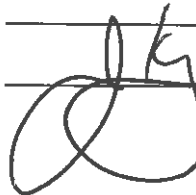






**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**





APPENDIX "A"

WAGE SCHEDULE WIRE DIVISION

GROUP/CLASSIFICATION	<u>Aug-01-15 Aug-01-16 Aug-01-17</u>		
	Minimum of 2.5%	2%	2%
1. Machining/Equipment Maintenance Ticketed Millwright/Machinist/Tool Maker	\$32.25	32.90	33.56
2. Welder	\$26.04	26.56	27.09
3. Spec. Products & Jig Maker	\$26.11	26.63	27.16
4. Spec. Products & Laser Cutter	\$25.02	25.52	26.03
5. Machine Set-up and Operator	\$24.92	25.42	25.93
6. Shipper Receiver	\$24.61	25.10	25.60
7. Lead Assembly Technician	\$23.77	24.25	24.74
8. Light Steel Technician/Warehouseman	\$19.57	19.96	20.36

The following premiums will be paid in addition to the above Group 3, Group 4, Group 7 and Group 8 rates as outlined below. Group 5 will receive up to an additional 2 premiums rates as listed below. The premiums do not apply to Group 1, Group 2 and Group 6.

- a) \$0.50 in addition if an operator can set up and run Robowelder without supervision.
- b) \$0.50 in addition if an operator can set up and run Strippit without supervision.
- c) \$0.50 in addition if an operator can set up and run Clifford without supervision.
- d) \$0.50 in addition if an operator can set up and run Robomac cutting machine without supervision.
- e) \$0.50 in addition if an operator can set up and run Ultimat without supervision.
- f) \$1.00 in addition if an operator can set up and run Schlatter without supervision.

GROUP/CLASSIFICATION	<u>Aug-01-15</u>	<u>Aug-01-16</u>	<u>Aug-01-17</u>
	Minimum of 2.5%	2%	2%
9. Production Worker	\$15.16	15.46	15.77
After 3 months continuous employment	\$16.23	16.55	16.88
After 3 years of service	\$17.29	17.64	17.99

The following premium will be paid in addition to the above Group 8 and 9 rates as outlined below:

- a) \$0.50 in addition if an operator can set up and run Straight-and-cut Machinery Equipment without supervision.

The following premiums will be paid in addition to the above Group 9 rates as outlined below:

- a) \$0.50 in addition if an operator can set up and run CNC Brake Presses efficiently without supervision.
- b) \$0.50 in addition if an operator can set up and run Spot Welders, single and multiple tips efficiently without supervision.
- c) \$0.50 in addition if an operator can set up and run both Mechanical and Hydraulic Punch Presses efficiently without supervision.

JOB DESCRIPTIONS BY CLASSIFICATION – WIRE DIVISION

GROUP/CLASSIFICATION

1. **Machining/Equipment Maintenance/Ticketed Millwright/Machinist/Tool Maker**

Other duties as assigned.

2. **Welder**

Be able to set-up and run all welding equipment without supervision.

Other duties as assigned.

3. **Spec. Products & Jig Maker**

Develop shop aids for use in the manufacture of the Company's products without supervision.

Be able to prototype and design products, fixtures, and processes in conjunction with the Company's design and engineering departments.

Be able to train other employees in the use of machinery and equipment.

Able to operate two or more wire division machines without supervision.

Other duties as assigned.

4. **Spec. Products & Laser Cutter**

Set up and run the laser cutter machine without supervision.

Be able to train other employees in the use of laser cutter machine.

Able to operate two or more wire division machines without supervision.

Other duties as assigned.

5. **Machine Set-up and Operator**

Set up and run some wire division machinery without supervision.

Other duties as assigned.

6. **Shipper**

Be able to coordinate customer orders for shipping, arrange for pickup and delivery of goods without supervision.

Oversee and direct other employees in the shipping department.

Understand and be able to perform the duties of receiver when required.

Material handling.

Other duties as assigned.

Receiver

Be able to follow the Company's policies and procedures on receiving goods into the business without supervision.

Be able to perform the duties of shipper when required.

Material handling.

Other duties as assigned.

7. **Lead Assembly Technician**

Assembling of finished goods for job orders without supervision.

Oversee assembly workers

Material handling.

Able to operate some machinery and other tools necessary without supervision including straight and cut machines.

Other duties as assigned.

8. **Light Steel Technician/Warehouseman**

Run/operate machinery with minimal supervision.

Material handling.

Assembly

Pick, organize and package items from inventory for customer order shipments as directed by Shipper or Receiver or Lead Assembly Technician.

Other duties as assigned.

9. **Production Worker**

General labourer duties as assigned.

Assembly of finished goods for job orders with supervision.

Run/operate machinery with supervision.

Material handling.

APPENDIX "A"

WAGE SCHEDULE PLASTICS DIVISION

GROUP/CLASSIFICATION	Retroactive to		
	Aug 01/15	Aug 01/16	Aug 01/17
	Min. 2.5%	2%	2%
1. Head Former Operator	\$26.25	26.78	27.31
2. Senior Technician Fabricator	\$24.62	25.11	25.61
3. CNC Machine Operator/Former Operator	\$19.32	19.71	20.10
4. Plastic Technician Fabricator	\$18.81	19.19	19.57
5. Production Worker	\$15.16	15.46	15.77
After 3 months continuous employment	\$16.23	16.55	16.88
After 3 years of service	\$17.29	17.64	17.99

JOB DESCRIPTIONS BY CLASSIFICATION – PLASTICS DIVISION

GROUP/CLASSIFICATION

1. Head Former Operator

Set up and run forming machines without supervision.
Maintain and repair any thermos former.
Oversee former operator.
Other duties as assigned.

2. Senior Technician Fabricator

Assembling of finished goods for job orders without supervision.
Gluing, heat bending with no supervision.
Training and development.
Prototype development, assist with R&D, training and process changes.
Other duties as assigned.

3. CNC Machine Operator/Former Operator

Set up and run Forming machinery with minimal supervision.
Set up and run CNC machinery with minimal supervision.
Other duties as assigned.

4. Plastic Technician Fabricator

Cutting materials for job orders.
Gluing, heat bending with limited supervision.
Assembling of finished goods for job orders with minimal supervision.
Material handling.
Other duties as assigned.

5. Production Worker

General labourer duties as assigned.
Assembly of finished goods for job orders with supervision.
Run/operate machinery with supervision.
Material handling.

LEAD HAND

- a) The Lead Hand rate would be \$.40 per hour above highest base rate and group classification that they would supervise, or in addition to their regular rate, whichever is excluding Group 1 and first aid premium.

This position will be filled in line with Article 17 – Job Postings.

The Lead Hand is responsible for the following:

- To train and instruct others
- For the quantity and quality of work performed by his/her area
- Reports to his/her immediate supervisor or appointee
- Expected to perform production work
- For accurate inventory of supplies and may requisition materials and supplies through their direct Charge Hand, appointee or Supervisor

- To keep his/her direct Charge Hand notified of the following:
 - Production Information
 - Quality of good being produced
 - Any variance from standard operating procedure
 - Any failure of materials, machines and equipment which may affect safety, production or quality standards
- The Lead Hand may be required to work shift work.

CHARGE HAND

- b) Charge Hand rate will be \$1.25 above the highest base rate and group classification supervised, or in addition to their regular rate, whichever is greater excluding Group 1 and first aid premium.

This position will be filled in line with Article 17 – Job Postings.

The Company will determine when there is a need for a Charge Hand in any department.

The Charge Hand is responsible for the following:

- Supervise and lead available staff
- To instruct and train others
- Responsible for the quantity or work produced as well the quality of work performed in his/her department
- Reports to his immediate supervisor or appointee
- To perform production work as well as direct and train others in the performance of their work
- For the cleanliness and assigning housekeeping duties, safety and conduct of workers under his control
- For inventory of supplies and material in his/her department and may requisition materials and supplies through his/her direct supervisor
- For identifying any machine issue which may affect production and bring it to the attention of his/her direct supervisor but should also notify maintenance immediately.
- To report to his or her supervisor the following:
 - Production information
 - Any variance from standard operating procedures
 - Failure to meet production or quality standards

- The Charge Hand may be required to work shift work.
- c) Fork Lift training Premium of \$1.25/ hr will be paid to the accredited trainer while training.
- d) Layoffs will be done by seniority giving leeway to the Company's needs by classification.

New inexperienced employees will be hired at the following wage scales

0-60 days	80% of base rate of Classification
61-120 days	90% of base rate of Classification
After 120 days	100% of Base rate of Classification

It is agreed that at no time during the term of the collective agreement will anyone be paid less than \$1.00 over minimum wage as set by the Province of B.C.

New Technology:

Should the company implement new machines, new technology, or if there is a significant change in the job content of any job classification(s) the parties hereto agree to negotiate a rate for the job(s) in question.

An employee assigned duties in a lower wage classification will be paid according to article 16.04. No duties from a higher classification will be assigned to a lower classification.

LETTER OF UNDERSTANDING

BETWEEN: **ADVANCE WIRE PRODUCTS LTD.**
(Hereinafter referred to as "The Company")

OF THE FIRST PART

AND: **UNITED STEELWORKERS**
(on behalf of Local Union No. 2009)
(Hereinafter referred to as "The Union")

OF THE SECOND PART

RE: TRANSPORTATION – MILEAGE ALLOWANCE

WHEREAS The Company has relocated to its new facility.

AND WHEREAS The Company made a commitment to provide transportation to the new facility during collective bargaining in 2006 due to the increased distance that employees would be required to travel for work,

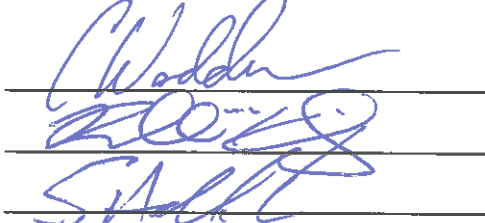
AND WHEREAS THE Company has reviewed the cost of providing this transportation and would like to provide a monthly fee to the employees that recognizes this increased cost to the employees,

THEREFORE it is agreed that employees will receive a mileage allowance based on the following:

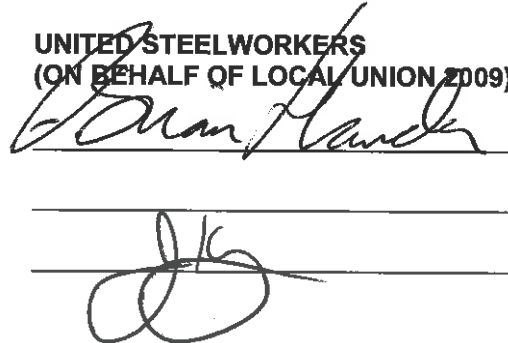
- 1 – Mileage allowance will only be applicable to those employees who worked at the facility on Annacis Island prior to the move.
- 2 – The Company will calculate the distance from the employee's home to facility on Annacis Island and then from the employee's home to the new facility.
- 3 – The first ten (10) kilometers – No Mileage Allowance
- 4 – For each kilometer over the first ten (10) kilometers, employees will be paid fourteen (.14) cents per kilometer
- 5 – This monthly mileage allowance will be paid for all workdays except annual vacation. (Will include plant holidays but will not include sick days)

Signed at Langley, BC this 14 day of Dec, 2015

ADVANCE WIRE PRODUCTS LTD.



**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**



LETTER OF UNDERSTANDING

BETWEEN: **ADVANCE WIRE PRODUCTS LTD.**
(Hereinafter referred to as "The Company")

OF THE FIRST PART

AND: **UNITED STEELWORKERS**
(on behalf of Local Union No. 2009)
(Hereinafter referred to as "The Union")

OF THE SECOND PART

Re:

The parties agree that _____ who is in the Shipper position will continue to receive seventeen cents (\$.17) above the Collective Agreement rate for shipper for the remainder of his employment.

Signed at Langley, BC this 14 day of Dec, 2015

ADVANCE WIRE PRODUCTS LTD.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

