

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, 2021 – July 31, 2024

**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 to:

United Steelworkers, Local 2009
Attention: Financial Secretary @ 604-513-1851 or office@usw2009.ca

- (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 one dollar (\$1.00) 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**
- a) By mutual agreement between the Company and the Union, the regular starting and stopping times of standard work shifts may be changed.
- b) **The Company will allow, where practicable, an agreement between employees working in the same classification, to arrange a mutually agreed shift rotation schedule. Such an agreement shall not be unreasonably withheld.**
- 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.
- c) **Reasonable disciplinary action may be taken in instances where an employee fails to work the work day before, and the work day after work performed on Saturday, Sunday, or a Statutory Holiday, except where permission was previously obtained or the employee has a justifiable reason for being absent.**
- 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.

5.14 Employee's Duty to Notify It is the duty of an employee to report for their regularly scheduled shift unless they have arranged a leave of absence with their supervisor. If an unavoidable absence occurs an employee must make reasonable attempts to make personal contact with their supervisor (or other manager) within a minimum of two (2) hours prior to their scheduled shift if reasonably possible.

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 sometime 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 week's 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).
- (i) **Skilled Matrix** The Skilled Matrix shall be posted on the bulletin board with updates made regularly as needed. The parties further agree that all employees shall be first trained within their classifications by seniority so that they can learn all aspects of the jobs. Furthermore, if by chance the employer must defer the training because of operational requirements and at a later date there may be lay-offs, the deferred senior employee shall be trained at the period of lay-off. All other postings within other job classifications shall be awarded by seniority and training shall then be provided.
- (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.

8.07 Contracting Out The Company agrees not to contract out any bargaining work that results in layoffs of bargaining unit members.

ARTICLE 9 - SAFETY & HEALTH

- 9.01 a) **The Company and the Union shall work in co-operation in making reasonable provisions for the health and safety of employees. It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulations are incorporated into and forms part of this agreement. The intent is for the parties to avoid disputes or grievances by working proactively and collaboratively.**
- b) **The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.**
- 9.02 a) **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.**
- b) **The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC Inspector during workplace visits. In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives participate with the Joint Health & Safety Committee in the work place to conduct a full investigation into the fatality or injury. Furthermore, the union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Co-ordinator or their designate to participate in the investigation.**
- 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 Unsafe Work

- a) **The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.**
- b) **When a worker has refused to perform unsafe work, the employer shall not assign any other employees to use or operate the tool or equipment, work in that place or perform the activity referred to in the work refusal unless;**
 - (i) **The Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,**
 - (ii) **The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and**
 - (iii) **The other worker has been advised of their right to refuse unsafe work.**

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).

9.11 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.

9.12 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. First Aid Attendants shall be selected by seniority.**

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 Eyesafe 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. **A worker shall not be tested until they have been removed from the noise exposure for a minimum of fifteen (15) hours.**

9.16 Psychological Health and Safety

The parties agree to address identified psychological hazards in a collaborative way utilizing the expertise of the health and safety committee where applicable.

9.17 RTW/Accommodation Program

- (a) **The parties recognize their moral and legal responsibilities towards employees with disabilities.**
- (b) **The Company shall notify the Union whenever there is a request for accommodation.**

9.18 Workplace Bullying and Harassment Policy

The Company is committed to ensuring that all work is conducted in a respectful environment that is free from bullying, harassment and/or discrimination and that all staff treat each other with respect and dignity. The Company will neither tolerate nor condone any behavior which is likely to create an intimidating or offensive environment.

This policy does not prohibit management from carrying out functions which fall within their rights and responsibilities, provided this is done in an appropriate, professional manner which does not constitute an abuse of power. Such functions include, but are not limited to, conducting performance appraisals, addressing performance and conduct issues, delegating work assignments, and determining work locations and schedules for staff, or other work direction.

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

10.17 Printing of Collective Agreement

The Union and the Company desire every Employee to be familiar with the provisions of this Agreement, and their obligations under it. For the term of this Collective Agreement, the Company shall print at a union printing shop sufficient copies of the Agreement and the costs shall be borne by the Company.

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 employee's supervisor and have not been able to come to a satisfactory resolution of the problem.

GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

STEP 1 It is understood that an Employee has no grievance until they, either directly, or through the Union, have discussed the problem with the employee's supervisor and have not been able to come to a satisfactory resolution of the problem. The parties shall meet promptly to attempt to settle any grievance informally. Any grievance not settled informally shall be submitted in writing within fourteen (14) days of the action or circumstances giving rise to the grievance. A written reasoned response shall be provided to the grieving Party within seven (7) days of receipt of the written grievance.

STEP 2 If the grievance remains unsettled at the conclusion of Step 1, the grieving Party shall give notice to the other party within seven (7) days to proceed to Step 2. The Union Steward and designated Manager shall meet within fourteen (14) days of the receipt of notice. A written reasoned response shall be provided to the grieving Party within seven (7) days of the conclusion of the Step 2 meeting.

STEP 3 If the grievance remains unsettled at the conclusion of Step 2, the grieving Party shall give notice to the other party within seven (7) days to proceed to Step 3. The Union Steward and Local Union Servicing Representative and designated Manager(s) shall meet within fourteen (14) days of the receipt of notice. A written reasoned response shall be provided to the grieving Party within seven (7) days of the conclusion of the Step 2 meeting.

STEP 4 If the grievance remains unsettled at the conclusion of Step 3, the grieving Party shall give notice to the other party within thirty (30) days to proceed to Arbitration.

The Company shall not be required to consider any grievance which is not presented within fourteen (14) working days after the grievor or the Union first becomes aware of the alleged violation of the Agreement. The Parties shall make every effort to follow all grievance time limits but the time limits in the Grievance Procedure shall be considered discretionary, and not mandatory.

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. Julie Nichols
 4. Ken Saunders
- 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 Increase in Health and Insurance shall be February 1, 2019

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 Sun Life Assurance Company of Canada Contract #103518. 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 - \$75,000.00, 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 2018 EI Maximum is currently \$547.00)
 - 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 and Vision Care** – The Employer shall provide two hundred dollars (\$200.00) toward vision care (which can be used towards laser eye surgery) and one hundred dollars (\$100.00) towards eye examination every 24 month period. The coverage shall be for members, their spouse and dependents.

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 - \$2,500.00 each calendar year
Orthodontic Treatment - \$2,500.00 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.
Cutoff 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 their pay statement so that the employee can clearly understand how their total pay was calculated. Statement of Holiday Pay earnings to be provided once per year.

Starting on the first pay period of 2022, the Employer will include the employee's banked overtime on their pay statement so the employee can keep track of their unused hours.

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 shall be equal to five (5) days for each year of continuous service and thereafter in increments of completed months of service with the Company up to a maximum of eight (8) weeks. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable.

ARTICLE 19 – PENSION

19.01 The Pension Plan Agreement made between the Company and the United Steelworkers on the 16th day of November, A.D. 1959, (including any subsequent amendments thereof) a copy of which is annexed hereto, is a part of this Collective Agreement and the Parties to this Collective Agreement are bound by the terms thereof subject to the provisions of the Collective Agreement.

The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Company shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article. Amendments to the Pension Plan made by the trustees after (whatever date the Plan is amended), which may have an effect upon the Company's responsibility toward the Plan, over and above the contributions in this Article, shall have no effect on the Company unless specifically agreed to by the Company prior to the amendment being made.

Effective **August 1, 2021** the Company shall pay **one dollar (\$1.00)** per hour pension contribution on behalf of members of the Pension Plan.

Effective **August 1, 2022** the Company shall pay **one dollar and twenty-five cents (\$1.25)** per hour pension contribution on behalf of members of the Pension Plan.

Effective **August 1, 2023** the Company will pay **one dollar and fifty cents (\$1.50)** per hour pension contribution on behalf of members of the Pension Plan.

Both parties shall execute the required documents to allow the Union to appoint 100% of the Trustees.

ARTICLE 20- DURATION OF AGREEMENT

20.01 This Agreement will be effective August 1, 2021 to and including July 31, 2024 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.

20.02 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.

20.03 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 18 day of NOVEMBER, 2021.

ADVANCE WIRE PRODUCTS LTD.



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





**APPENDIX A
WAGE SCHEDULE**

GROUP CLASSIFICATION		Current Base Rate	3.5%	3.0%	2.5%
			2021	2022	2023
			1- August	1-August	1- August
1	Maintenance Technician	\$ 34.75	\$ 35.97	\$ 37.05	\$ 37.98
2	Metal Machine Set-up & Operator I	\$ 31.94	\$ 33.06	\$ 34.05	\$ 34.90
3	Metal Machine Set-up & Operator II	\$ 28.70	\$ 29.71	\$ 30.60	\$ 31.37
4	Journeyman Welder	\$33.89	\$35.08	\$36.13	\$37.03
5	Welder I	\$ 29.14	\$ 30.16	\$ 31.07	\$ 31.85
6	Welder II	\$ 28.57	\$ 29.57	\$ 30.46	\$ 31.22
7	Welder III	\$ 28.05	\$ 29.03	\$ 29.90	\$ 30.65
8	Plastic Machine Set-up & Operator I	\$ 28.27	\$ 29.26	\$ 30.14	\$ 30.89
9	Plastic Machine Set-up & Operator II	\$ 23.70	\$ 24.53	\$ 25.27	\$ 25.90
10	Plastic Fabricator I	\$ 26.58	\$ 27.51	\$ 28.34	\$ 29.05
11	Plastic Fabricator II	\$ 21.13	\$ 21.87	\$ 22.53	\$ 23.09
12	Warehouseman I	\$ 26.57	\$27.50	\$ 28.33	\$ 29.04
13	Warehouseman II	\$ 21.13	\$ 21.87	\$ 22.53	\$ 23.09
14	Assembly Technician	\$26.57	\$27.50	\$28.33	\$29.04
15	Production Worker I	\$ 21.13	\$ 21.87	\$ 22.53	\$ 23.09
16	Production Worker II - After 1 Year of Service	\$ 18.67	\$ 19.32	\$ 19.90	\$ 20.40
17	Production Worker II - After 3 Months	\$ 17.52	\$ 18.13	\$ 18.67	\$ 19.14
18	Production Worker II – Starting	\$ 16.37	\$ 16.94	\$ 17.45	\$ 17.89

WAGE SETTING PRINCIPLES

- New inexperienced employees will be hired at the following wage scales:
 - 0-60 days 80% of base rate of Group/Classification
 - 61-120 days 90% of base rate of Group/Classification
 - After 120 days 100% of Base rate of Group/Classification
- Layoffs will be done by seniority giving leeway to the Company's needs by 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.
- 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.

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

**APPENDIX B
JOB DESCRIPTIONS BY CLASSIFICATION/GROUP**

All Classifications shall:

- Conduct business activities safely and efficiently
- Ensure the quality and quantity of work produced meets Company standards
- Maintain a clean and organized work area
- Conduct material handling activities as required by the job, which may include manual lifting of up to 50 pounds
- Conduct other duties as assigned by management

For additional clarity, Specific Duties of the following Classifications include:

1. **Maintenance Technician**
 - A. Conduct preventative maintenance, repairs, and associated record keeping on all shop equipment
 - B. Coordinate maintenance sub-contract vendor activities
 - C. Conduct machining operations in support of the equipment repairs and maintenance activities
 - D. Conduct basic building maintenance such as lighting, plumbing, and minor office furniture repairs

2. **Metal Machine Set-up & Operator I**
 - A. Full duties of the Set-up Operator II
 - B. Set-up and operate
 - i. Break Equipment, and
 - ii. Wire Manufacturing Equipment, except Straight and Cut Wire Equipment for those employees employed with the Company on or before July 31, 2018.
 - C. Develop and manufacture jigs, fixtures, and other shop aids for use in the manufacture of the Company's products
 - D. Independently produce prototypes and develop manufacturing processes in support of the Company's design and engineering activities
 - E. Periodically train others in the manufacture of jigs, fixtures, and prototypes

3. **Metal Machine Set-up & Operator II**
 - A. Set-up and operate:
 - i. Shear Equipment,
 - ii. CNC Turret Punch,
 - iii. CNC Laser Cutter,
 - iv. Tube Cutting Equipment,
 - v. Resistance Welders,
 - vi. Straight and Cut Wire Equipment, and
 - vii. Assembly operations.
 - B. Conduct visual and dimensional inspections to ensure quality standards are maintained
 - C. Resolve set-up problems with assistance from the Set-up Operator I as necessary
 - D. **May be asked to train new or less experienced employees on set-up and operation of the equipment or processes in this class.**

4. **Journeyman Welder**
 - A. Responsible for the safe and efficient set-ups
 - B. Ability to MCAW, GTAW or FCAW in SS, steel and aluminum
 - C. Responsible for the quality and quantity of work produced in the department
 - D. Responsible for the production targets, quality, and training of workmanship
 - E. Responsible for other duties as assigned by the Metal Division Managers
 - F. Responsible for resolving set-up problems, and basic equipment repairs and maintenance
 - G. Responsible for the cleanliness and organization of the work area and department
 - H. Creating WPS and PQR procedures for certification

5. **Welder 1**
 - A. Full duties of the Welder II
 - B. Conduct production MIG and TIG welding operations on mild steel, aluminum, and stainless steel
 - C. Develop and manufacture jigs, fixtures, and other shop aids for use in manual and robotic welding activities
 - D. Independently produce prototypes and develop manufacturing processes in support of the Company's design and engineering activities
 - E. Periodically train others in welding techniques and the manufacture of jigs, fixtures and prototypes

6. **Welder II**
 - A. Full duties of the Welder III
 - B. Design and manufacture jigs for standard production welding
 - C. Resolve set-up problems and conduct equipment maintenance and basic repairs including record keeping
 - D. Program, set-up and run robotic welding equipment
 - E. May periodically train others in welding techniques and the manufacture of jigs, fixtures and prototypes.

7. **Welder III**
 - A. Conduct production MIG welding operations.
 - B. Conduct visual and dimensional inspections to ensure quality standards are maintained

8. **Plastic Machine Setup & Operator I**
 - A. Full duties of the Plastic Machine Setup & Operator II
 - B. Set-up and operate all vacuum forming and inline forming equipment
 - C. Run two machines simultaneously as assigned by management, without compromising safety issues.
 - D. Resolve set-up problems and conduct equipment maintenance and basic repairs including record keeping
 - E. May train new or less experienced employees on set-up and operation of the equipment or processes in this class

9. **Plastic Machine Setup & Operator II**
 - A. Set-up and operate all vacuum forming, inline forming, and CNC equipment
 - B. Conduct visual and dimensional inspections to ensure quality standards are maintained

- C. May train new or less experienced employees on set-up and operation of the equipment or processes in this class.**
- 10. Plastic Fabricator I**
- A. Full duties of the Plastic Fabricator II
 - B. Set-up and operate Plastic Fabrication Equipment
 - C. Set-up and operator manual routing equipment
 - D. Develop and manufacture jigs, fixtures, and other shop aids for use in the manufacture of the Company's products
 - E. Independently produce prototypes and develop manufacturing processes in support of the Company's design and engineering activities
 - F. Periodically train others in the manufacture of jigs, fixtures, and prototypes
- 11. Plastic Fabricator II**
- A. Set up workstations to cut raw materials, glue, heat bend and conduct other plastic fabrication operations.
 - B. Set-up and operate manual routing equipment Conduct visual and dimensional inspections to ensure quality standards are maintained
 - C. Conduct periodic equipment maintenance and basic repairs with assistance from the Plastic Fabricator I as necessary
 - D. Resolve assembly process problems and conduct periodic equipment maintenance and basic repairs including basic record keeping
 - E. May train others in the safe operation of plastic shop equipment
- 12. Warehouseman I**
- A. Full duties of Warehouseman II
 - B. Fulfill customer orders for shipping and arrange for the pickup and delivery of goods
 - C. Follow the Company's policies and procedures on receiving goods into the business
 - D. Direct and oversee the Warehouseman II ensuring that safety standards and Company policies are followed
 - E. Ensure daily inspections and associated recordkeeping are conducted on mobile equipment
 - F. Certified Forklift Operator
- 13. Warehouseman II**
- A. Pick, organize and package items from inventory for customer order shipments as directed by Warehouseman I
 - B. Material handling product and raw materials to and from work centres as directed by Management
 - C. Production Worker I duties as assigned as required
 - D. Certified Forklift Operator
- 14. Assembly Technician**
- A. Read and follow drawings, schematics and instructions to assemble components and finished products
 - B. Use hand tools and hand machines to perform Assembly operations
 - C. Ability to handle materials using a forklift
 - D. Conduct visual and dimensional inspection to ensure quality standards of assembly
 - E. Ability to lead and direct production workers as necessary.

- 15. Production Worker I**
- A. Full duties of the Production Worker II
 - B. Independently operate machinery and / or conduct assembly operations as directed
 - C. Ensure the quality and quantity of work produced meets Company standards by conducting quality checks and measurements
 - D. Warehouseman II duties as assigned as required
 - E. Certified Forklift Operator
- 16. 17. 18 Production Worker II**
- A. General labourer and / or clean-up duties as assigned
 - B. Operate machinery and / or conduct assembly operations.

LEADHAND AND CHARGEHAND PREMIUMS AND DUTIES

A. Lead Hand

The Lead Hand rate will be \$.40 per hour above highest base rate and group classification that they supervise, or in addition to their regular rate, whichever is higher excluding Classification 1 and the 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.

B. Charge Hand

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, Group 4 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 of 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.

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 SURREY, BC this 18th day of NOVEMBER, 2021

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: Shipper Position

The parties agree that BILL MACKIE 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 SURREY, BC this 18TH day of NOVEMBER, 2021

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: Cameras

The Company acknowledges that the installed video cameras could be a privacy concern. The Company confirms that the use of video monitoring will be used to protect the safety and security of the Company and its employees.

The Company emphasizes that the video cameras are installed for these stated purposes, not specifically to watch workers in the normal course of their day. Cameras are not being installed for panning the area.

The Company will advise the Union of all cameras on-site and, before installing additional cameras in the workplace, provide the Union with notice and rationale of installation.

The Company will provide still shots of each recording camera to the Union and update this as necessary.

The Company also agrees that the video cameras may be used to improve incident investigations through clarification of events by specifically aiding in identifying root causes associated with an incident or near-miss investigation and to aid in determining any corrective actions associated with the event to improve safety. The Company agrees that they will not rely solely on video cameras to discipline any employee in the bargaining unit.

Should an incident occur where the video footage could be of assistance to resolve an issue, it must be done under the following provisions:

Monitoring of the video footage is to be done by management when there is a reasonable cause due to a complaint or an incident, but in no case are computer screens with the video camera records visible to be left unattended by management. Video footage is not to be utilized for any purpose other than for the purposes cited (worker privacy is to be protected).

Signage regarding the use of video surveillance will be posted in the shipping and order pick-up areas.

The Union retains the right to grieve in future if it is found that the video cameras are being used in a manner inconsistent with this agreement. Any future camera installation or change of viewing area will be reviewed separately.

Signed at SURREY, BC this 18TH day of NOVEMBER, 2021

ADVANCE WIRE PRODUCTS LTD.

[Signature]

[Signature]

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

[Signature]

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