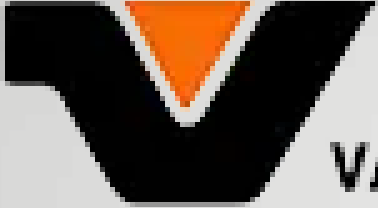




ringball
corporation



VANGUARD STEEL LTD

Collective

Agreement



February 1, 2024 — January 31, 2028

COLLECTIVE AGREEMENT

BETWEEN

RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND

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

Effective February 1, 2024 to January 31, 2028

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COLLECTIVE AGREEMENT

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.
(Hereinafter referred to as the “Company”)

OF THE FIRST PART

AND: UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 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 and economic relationships between the Company and the Union and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto.

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 EXCLUSIVE BARGAINING AGENT

The Company recognizes the Union as the sole and exclusive bargaining agency for all of the Company's employees, as described in the current certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 BARGAINING UNIT WORK

- a)** Persons, whether employed by the Company or from outside who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, except for the purpose of instruction or in the case of emergency when bargaining unit employees are not available.
- b)** If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.
- c)** It is understood that from time to time non-bargaining unit personnel may have to assist in the bargaining unit work load. The Union agrees that this may be done, provided there is no replacement of bargaining unit personnel.
- d)** Inventory work shall be performed by bargaining unit employees in conjunction with non-bargaining unit personnel.

1.03 **UNION REPRESENTATION**

- a) The **Company** acknowledges the right of the Union to appoint or otherwise select Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The **Company** agrees to recognize Stewards, as provided in writing from the Union.

1.04 **Consultation with Union - Prior to Certain Changes** - The Company agrees to consult with the **Unit Chair or** Steward if available on the premises prior to discharging, laying off, transferring, promoting or demoting any employee.

1.05 Bulletin Boards -The Union will have the exclusive use of one bulletin board on the premises of the Company for the purpose of posting official Union notices which may be of interest to the members. All such material may be posted only upon the authority of the Executive Committee of the Union or Stewards of the Plant.

1.06 Notices - Between Company and Union - Any notice required to be given to **either Party** under the terms of this Agreement will be given **to the designated representative of each Party.**

1.07 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.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company and from the Company's present or relocated premises, for which the Union is certified, except those employees excluded by the Labour Code of British Columbia and those positions agreed to by the Letters of Understanding as excluded personnel.

2.02 Employee Status

- a) **Permanent Regular Employee – means a person employed on a continuing basis in a full-time position who has successfully completed their probationary period.**
- b) **Temporary Employee – means a person employed for a short-term absence coverage (illness, injury, or leave replacements), special projects, peak volumes and work overload. Temporary employees will not accrue seniority or be paid benefits or pension. Temporary positions will not exceed three (3) months unless mutually agreed to by the Company and the Union. The Company will not utilize Temporary employees to avoid the posting and filling of permanent full time positions.**

2.03 Probationary Period – all new employees will be considered probationary for ninety (90) calendar days commencing from their first day of employment. The probationary period may be extended up to an additional thirty (30) days by mutual agreement between the Company and the Union.

ARTICLE 3 - MANAGEMENT

3.01 MANAGEMENT RIGHTS

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.

3.02 EMPLOYMENT DISCRIMINATION

a) **Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise subscribed by the BC Human Rights Code.**

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

3.03 Chargehands Identification - The names of all Chargehands, setting forth their official status, will be posted on the Company's Bulletin Board(s).

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Union Membership

a) The Company agrees that **all employees** of the Company **covered by this Agreement shall, as a condition of employment, become and remain members of the Union.**

b) **The Company shall advise the Union of all newly hired employees within ten (10) days of the date of their hire.**

c) **The Company will provide a Union representative up to fifteen (15) minutes of time during each new employee orientation acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues.**

d) **The Company shall also provide the new employee with a copy of the current Collective Agreement. The Union will provide the Company with copies of the Collective Agreement.**

4.02 Union Dues and Check-Off

a) The Company agrees to deduct once each month from the earnings of every employee, such dues as may be fixed by the International Union and communicated to the Company by the Union. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in **Article 4.01**.

- b) The Company agrees to deduct an International Union Assessment or Assessments when advised to do so by the International Treasurer or their Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in **Article 4.01**.
 - c) **The Company will remit the Union dues via Electric Fund Transfer** made payable to United Steelworkers prior to the 15th of the month next following that in which the deductions apply. 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 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. WCB, W.I., laid off, etc.
 - d) A duplicate R115 Form and employee deduction statement as in c) above shall be forwarded by facsimile to United Steelworkers, Local 2009, Attention: Financial Secretary, 604-513-1851 **or by email to office@usw2009.ca**.
- 4.03 The Company agrees to have all employees, covered by this Agreement, as a condition of continued employment, sign a check-off card authorizing the Company to implement the provisions of **Article 4.02** hereof, and the Union agrees to hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 4.04 **The Company agrees to have all employees, covered by this Agreement, complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the Union office with the Union portion of the Check-off Authorization as per Article 4.02 (a).**
- 4.05** Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employee's "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 5 - HOURS OF WORK

5.01 WORK DAY

a) Warehouse Employees

The standard work day for Warehouse employees will consist of eight (8) hours, worked between 8:00 a.m. and 5:00 p.m., with a designated thirty (30) minute **unpaid** lunch period.

b) Office Employees

The standard work day for Office employees will consist of seven (7) hours and thirty (30) minutes, worked between 8:00 a.m. and 5:00 p.m. with a designated one (1) hour **unpaid** lunch period.

- 5.02 **Change of Start and Stop Times** - By mutual agreement between the Company and the **Unit Chair**, the regular starting and stopping times of standard work shifts may be changed.

5.03 **Regular Week** - Five (5) shifts, Monday to Friday inclusive, will constitute a regular week's work.

5.04 **COFFEE BREAKS AND LUNCH PERIOD**

a) **Lunch Period** - The mid-shift lunch period will be mutually arranged between the Company and the **Unit Chair**. If employees are required to work during the mid-shift lunch period, they will be given an alternate lunch period, but not more than four and one-half (4 ½) hours from the shift start time or as mutually agreed upon.

b) **Rest Periods** - Employees will be allowed two (2) coffee breaks of ten (10) minutes each on Company time; one in the first half of each shift and one in the second half.

5.05 **Work Performed on Saturdays, Sundays and Statutory Holidays** - Double rate will be paid for work performed on Saturdays, Sundays and on **Statutory** Holidays as listed in Article 6.

5.06 **OVERTIME**

Overtime must be specifically authorized by the Company in order for such overtime to be compensated.

a) **Warehouse Employees**

i) **shall be paid time and one-half (1.5x) their rate of pay for any time worked over eight (8) hours in a day, up to eleven (11) hours.**

ii) **all hours worked over eleven (11) hours in a day shall be paid at double (2x) their rate of pay.**

iii) **all hours worked over forty (40) hours in a work week shall be paid at time and one-half (1.5x) their rate of pay.**

b) **Office Employees**

i) **shall be paid time and one-half (1.5x) their rate of pay for any time worked over seven (7) hours and thirty (30) minutes in a day, up to eleven (11) hours.**

ii) **all hours worked over eleven (11) hours in a day shall be paid at double (2x) their rate of pay.**

iii) **all hours worked over thirty-seven and a half (37.5) hours in a work week shall be paid at time and one-half (1.5x) their rate of pay.**

c) **Overtime - Meal** - Employees requested to work continuously more than two (2) hours of overtime immediately after completion of their regular shift will be given one-half (½) hour on Company time to eat their meal, and will be given six dollars (\$6.00) meal money.

- d) **Overtime - Distribution** - Overtime will be distributed equitably among the employees within particular job classifications, who have signified voluntarily that they will work overtime. The Company will prepare a list, which will be posted, of such employees commencing with the most senior employee, and the overtime work will be rotated among the employees on that list, commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.
- e) All overtime will be voluntary, except in unforeseen emergency situations, where the **Company** may require an employee to work overtime. The employee may refuse to work overtime in circumstances of this nature for exceptional personal reasons.
- f) **Banking of Overtime** - Employees have the option of taking pay or banking equivalent hours (on an hour for hour basis - not subject to overtime premiums) to be taken at a mutually agreed upon time **to be taken within thirty (30) calendar days from the date it was earned.**

5.06 **Hours Before and Beyond Regular Shifts** - Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at the appropriate overtime rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.

5.07 **Guaranteed Day** - Subject to the exceptions set forth in this Section and in Section 5.09, warehouse employees reporting for work at the start of the employee's shift will be guaranteed eight (8) hours of work and office employees will be guaranteed seven and one-half (7 ½) hours of work at their regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

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

- a) Voluntarily quits;
- b) Was previously instructed not to report (in such event or circumstance the employee will then only be paid for the actual time worked)
- c) Reports for work on a shift for which **they were** not scheduled

5.08 **Call Time** – Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate, i.e., four (4) hours at straight time rate.

5.09 **Work Shortage - Crew Reduction** - In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose

of considering shortening the working hours and/or working week as an alternative to laying off employees.

ARTICLE 6 – STATUTORY HOLIDAYS

6.01 The following Statutory Holidays shall be recognized by the Company:

- a) **Office Workers** - covered by this Agreement will receive seven and one half (7 ½) hours **at their regular rate of pay for each of the following Statutory Holidays (regardless of the day on which the holiday falls) in addition to any wages they may be in receipt of for work performed on such holidays.**
- b) **Warehouse Workers** - will receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages they may be in receipt of for work performed on such holidays.

1. New Year's Day	8. Labour Day
2. Family Day	9. <u>National Day for Truth and Reconciliation</u>
3. Good Friday	10. Thanksgiving Day
4. Easter Monday	11. Remembrance Day
5. Victoria Day	12. Christmas Eve
6. Canada Day	13. Christmas Day
7. B.C. Day	14. Boxing Day

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

- 6.02 When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- 6.03 Should any of the above holidays occur during an employee's vacation period, **they** will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 6.04 In order to qualify for the plant holiday pay for the above Plant Holidays the employee must have completed thirty (30) calendar days employment with the company.
- 6.05 Disciplinary action may be taken in instances where employees fail to work the day before or the day after a Plant Holiday except where permission was previously obtained or the employee had a justifiable reason for being absent.
- 6.06 Employees not actively employed because of:
- Lay-off
 - Unpaid Leave of Absence
 - Illness or injury (and not eligible for W.C.B. Payment)

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

ARTICLE 7 - VACATION WITH PAY

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

Year of continuous service	Vacation Period	Vacation Pay
WAREHOUSE EMPLOYEES		
-less than 1 year	1 day for each fraction of month worked (max 10 working days)	4%
-1 year but less than 3 years	2 weeks	4% or 2 weeks*
-3 years but less than 7 years	3 weeks	6% or 3 weeks*
-7 years but less than 14 years	4 weeks	8% or 4 weeks*
-14 years but less than 18 years	5 weeks	10% or 5 weeks*
-18 years but less than 30 years	6 weeks	12% or 6 weeks*
OFFICE EMPLOYEES		
-less than 1 year	1 day for each fraction of month worked (max. 10 working days)	4%
-3 years but less than 7 years	3 weeks	6% or 3 weeks*
-7 years but less than 14 years	4 weeks	8% or 4 weeks*
-14 years and over	5 weeks	10% or 5 weeks*

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

- b) Any employee having less than two (2) years service, will be paid on a percentage of earnings basis only if they work less than 1500 hours (Warehouse employees), respectively 1370 hours (Office employees) in any vacation year (cut-off date to cut-off date).
- 7.02 **Vacation Allotment – Sickness – Injury – Lay-off** – Authorized leave of absence for sickness, accident or other causes acceptable to the company, excluding lay-off beyond two (2) months, shall not affect the employee's right in respect of vacations with pay.
- 7.03 For the purpose of implementing an employee's vacation allotment, the employee's anniversary date shall be the deciding factor.
- 7.04 a) **Vacation Period** – Employees will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with work schedules.
- b) Vacations shall be requested by March 15th for the following twelve-month period. Employees are encouraged to take vacation between June 1st and September

30th, and each employee shall be “guaranteed” at least two weeks vacation in this period (subject to having earned the vacation under the terms of this contract).

- c) Employees shall fill out a vacation request and present it to Management by March 15th. Management will record the request and respond with “approval” or “disapproval” within ten (10) working days of the request being submitted. Alternatively, the vacation scheduling can be completed in one session, at which all employees are given the opportunity to select their preferences from available weeks. Vacation requests in blocks of one or two weeks shall be considered first, and allotted in order of seniority, subject to staffing requirements. No employee may exercise their second/third choice, etc., until all employees have exercised their first choice, etc. The schedule shall be approved by April 1st.
- d) After April 1st, an employee’s vacation may only be changed by mutual agreement between the employee and the Company.
- e) Vacations not requested by March 15th of each year shall be awarded on a first-come, first-scheduled basis.

7.05 **Vacations Exceeding Two Weeks** - Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time, that will not unduly interfere with work schedules.

7.06 **Vacation Shut-Down** – The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by March 15th.

7.07 **Vacation Pay – When Payable – Office Employees/Warehouse Employees** – While on vacation, salaried/hourly employees will continue to receive regular payments in the form of direct bank transfers on the respective (twice monthly) due dates.

7.08 **Vacation Pay – On Termination** - Employees who leave the employ of the Company will be paid out any residual vacation pay at the time of severance. This will be paid on the appropriate percentage per 7.01 above, for all earnings of the employee, for which vacation pay has not been previously paid.

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

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

ARTICLE 8 – SENIORITY

8.01 a) **Seniority Principle** – The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term “seniority” as used herein, shall have reference to an employee’s right to a job

based upon **their** length of service with the Company, and **their** potential to efficiently fulfil the job requirements.

- b) All promotions, transfers, filling of vacancies, lay-offs, terminations and re-hiring after lay-offs or terminations will be done strictly in accordance with the principles set forth in **Article** 8.01 (a).

8.02 **Seniority Will Be Maintained and Accumulated During:**

- a) Occupational Injury
- b) Absence from employment while serving in the non-permanent armed forces of Canada
- c) Absence due to illness or non-occupational injury
- d) Jury duty, Union gatherings and collective bargaining negotiations
- e) Authorized leave of absence
- f) Lay-off for the following periods, after which an employee's seniority will terminate:
 - i) less than 12 months seniority – 6 months
 - ii) over 12 months and less than 60 months seniority – 12 months
 - iii) over 60 months seniority – 24 months

8.03 **Seniority Standing Will be Cancelled if an Employee:**

- a) Voluntarily leaves the employ of the Company.
- b) Over-stays authorized leave of absence except by reasons of force majeure
- c) is discharged and no reinstated under the terms of this Agreement
- d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail
- e) is still on lay-off and the seniority retention period has elapsed as described in 8.02f)
- f) leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity.

8.04 **Seniority Lists**

- a) The Company will prepare Seniority Lists of all employees and present **them** to the **Union in January of each calendar.**

Said lists will commence with the most senior employee, carryinging on downward to the most junior employee, and **will** contain the following information:

- i) **e**mployee's name and clock number

- ii) employee's starting date
 - iii) employee's length of service in years and days
 - iv) employee's regular classification and regular rate of pay
 - v) probatinary employees will also be shown on the list.
- b) **Seniority Lists - Additional** - Additional lists will be furnished to the Union when requested.
 - c) There shall be only one Company wide seniority list for all employees within the bargaining unit as described in the current classification issued by the Labour Relations Board.

ARTICLE 9 – HEALTH & SAFETY

9.01 Safety & Health - Responsibility

- a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety with the object of eliminating all workplace accidents.
- c) It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this Agreement.

9.02 Health and Safety Representative(s) - It is mutually agreed that **the Parties will have a Safety Committee consisting of a Worker Representative selected by the Union, and a Company Representative selected by the Company. The Safety Committee shall meet at least once every month or as may be required. The Health and Safety Representative(s) have the same duties and functions as a joint committee to the extent practicable.** Minutes of such meetings will be posted on the notice board.

9.03 Housekeeping and Sanitation - All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

9.04 Washroom, Lunchroom - Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

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

9.06 Injured Employee - Transportation - Employees injured on the job will be provided free transportation by the Company to and from a doctor's office or a hospital and will be

accompanied by a qualified person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

- 9.07 **Injured Employee - Daily Earnings** - If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.
- 9.08 **Employees Working Alone** - Where an employee is employed under conditions where **they** might be injured and not be able to secure assistance, the **Company** shall devise some method of checking on the well-being of workmen at intervals which are reasonable and practicable under the circumstances.
- 9.09 **Safety Boot Allowance** - The Company will contribute two **and twenty-five** hundred dollars (\$**225**.00) per year to each warehouse employee having completed six (6) months service for the purchase of safety boots.
- 9.10 The **Company** will provide appropriate **he**aring protection and will have a company to come and measure the noise levels in the appropriate work areas.
- 9.11 **Clean Up** - At the **Chargehand's** discretion, a warehouse employee may be allowed a clean up period of five (5) minutes before the completion of **their** shift for the clean up and storage of Company equipment and employee's personal tools.
- 9.12 The **Company** shall provide free coffee and work gloves and also supply and launder coveralls as required.
- 9.13 **First Aid Attendants**
- The **Company** will pay course fees and costs for authorized employees attending First Aid courses. Employees will be paid regular wage rates for any lost time to attend courses.
- Level I - \$.40 per hour
Level II - \$1.00 per hour
- 9.14 **Refusal of Unsafe Work**
- a)** In accordance with the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- b)** Where the **Company** offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rationale for the refusal. This must be done in the presence of the person who originally refused the work or, in their absence, another worker chosen by that person able to explain the reasons for the refusal.
- 9.15 **Workplace Bullying and Harassment Program**
- The Union and the Company recognize the right of employees to work in an environment free from all forms of harassment and is supportive of their dignity,**

self-esteem and productivity of every employee. Any form of harassment of, or by, employees, customers, contractors, suppliers or other individuals associated with the Company while engaged in activities pertaining to the workplace will not be tolerated, including sexual and racial harassment and the Company may undertake to discipline any person employed by the Company found to have been engaging in the harassment of another employee.

The workplace includes all locations where business or social activities of the Company are conducted. The workplace is not restricted to the offices, buildings, facilities and physical work sites of the organization. It also includes vehicles and any other locations where the organization's business is conducted. Any allegation of the discrimination or harassment that occurs outside of the workplace but has repercussions in the workplace by diversely affecting workplace relationships is also covered by this Article.

a) Definitions

i) Harassment

Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expressions, political affiliation, beliefs or criminal conviction. Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct.

Examples of harassment include:

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions

ii) Discrimination

Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious

beliefs, colour, place or origin, gender, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or any other characteristic prohibited by legislation.

b) Reporting Procedure

The Company and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal charges, or civil litigation).

- i) an employee who feels subjected to harassment should make every effort to inform or contact the offending Party, prior to proceeding with an informal or formal complaint.
- ii) employee, may contact a Company designate, who will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately, and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.
- iii) in cases of harassment, the employee alleging harassment has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the investigation grievance. In cases where harassment may result in the transfer of an employee where possible, it shall be the alleged harasser who is transferred. The employee who is harassed will not be transferred against their will.
- iv) the Company will provide a summary of its investigation finding(s) to the complainant, the respondent and the Union upon conclusion of the investigation.
- v) in the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- vi) no employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint.
- vii) an employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

9.16 Modified Work Program

The Company and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The **Company** shall notify the Union whenever there is a request for accommodation.

The Company and the Union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01 **Appendices** - The attached Appendices are part of this Collective Agreement and the **Parties** are bound by their terms.
- 10.02 **Picket Line** - No employee shall be required to cross a legal picket line, which has been recognized by the Union.
- 10.03 **SOAR Fund**
- a) The Company shall contribute to the Union the sum of one cent (\$.01) per hour per employee for each hour worked for the SOAR Fund, (Steelworkers Organization of Active Retirees).
 - b) The money shall be made payable to:

SOAR Chapter 3-14 Fund
#202 – 9292 – 200th Street
Langley, B.C. V1M 3A6

and shall be remitted by the 15th of each month for the previous month and the **Company** shall provide necessary information regarding amounts paid for each employee.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND DISCHARGE

11.01 JUST CAUSE AND BURDEN OF PROOF

- a) **No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just cause and without them receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.**
- b) The **Company** shall only discipline, discharge or terminate an **e**mployee for just cause. The burden of proof of just cause shall rest with the **Company**.
- c) Any **e**mployee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Steward, Grievance Committee member or other Union designee.
- d) The **e**mployee, the Steward or **Unit Chair** and the Local Unit President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.
- e) Suspension days will run as consecutive working days.

11.02 **Personnel files**

- a) One personnel file shall be maintained by the **Company** for each **e**mployee in the bargaining unit. Such **f**ile shall contain all records and reports concerning the **e**mployee's employment and work performance.
- b) No negative comments or report about any **e**mployee shall be placed in any personnel file unless the **e**mployee concerned is first given a copy of the information.
- c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to **e**mployees as may be implemented by the **Company**.

11.03 **Employee Access to Personnel File**

An **e**mployee shall have the right to read and review **their** personnel file at any time, upon reasonable notice and by written request to the **Company**. An **e**mployee may request and shall receive a copy of any record or document contained in the **e**mployee's personnel file.

11.04 **Union Access to Employee Personnel File**

A representative of the Union shall have the right to read and review an **e**mployee's personnel file at any time, upon written authorization of the **e**mployee and upon reasonable notice and by written request to the **Company**. On request, and with the **e**mployee's permission, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

11.05 **Relief**

All written warnings, reprimands, suspensions. and discharges shall be rescinded, and removed from the **e**mployee's personnel file. after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the **e**mployee thereafter.

ARTICLE 12 - GRIEVANCE PROCEDURE (SPECIAL GRIEVANCES)

- 12.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an **e**mployee, **the Union** and/or the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible.

12.02 **GRIEVANCE PROCESS**

- a) **All grievances shall be processed in accordance with the following:**
 - i) **setting out the nature of the grievance and the circumstances from which it arose;**
 - ii) **stating the provision(s) of the Agreement at issue or alleged to have been violated;**
 - iii) **stating the redress or other action required to resolve the matter;**

- iv) transmitting the grievance to the other Party;
- v) the Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance;

12.03 TYPES OF GRIEVANCES

- a) Termination, Suspension Grievances - If an employee believes that they have been unjustly suspended or discharged they may commence grievance procedure and it will be instituted at Step 2.
- b) Group Grievances - Grievances of a general or group nature filed on behalf of all affected employees, will be put in writing and instituted at Step 2.
- c) Union or Company Policy Grievances – Grievances filed by either Party regarding the administration, application, or interpretation of this Agreement, will be put in writing and instituted at Step 2.

12.04 INFORMAL COMPLAINT

It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given the employee's Supervisor an opportunity to adjust the complaint.

12.05 GRIEVANCE STEPS

If, after registering the complaint with the employee's Supervisor, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

a) Step One

The grievance shall be submitted in writing to the designated Management Representative directly through the Union on behalf of the Steward or employee. The designated Management Representative will meet with the employee's Steward or the Union within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party.

The designated Management Representative will respond in writing to the Union and the grievor within five (5) working days of the date of the grievance meeting giving the Company's decision with reasons in full.

b) Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated Management Representative, who shall within five (5) working days, hold a meeting between the Union and the appropriate representatives of the Company, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party.

The Company's representative will **respond in writing to the Union and the grievor**, within **five (5)** working days **from the date of the grievance meeting**, **giving** the Company's decision in writing to the Union on Company stationary, with reasons in full.

- 12.06** The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor first became aware of the alleged violation of the Agreement. Thereafter, the time limits in the grievance procedure shall be considered discretionary, and not mandatory. Both **P**arties will endeavour to extend time limits in writing.
- 12.07** If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to **A**rbitration, as provided in Article **13**, at any time within thirty (30) calendar days after the decision is received under Step Two.
- 12.08** At any stage of the Grievance Procedure, including arbitration, the conferring **P**arties may have the assistance of the **e**mployee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the **A**rbitrator to have access to the plant to view disputed operations, and to confer with the necessary witnesses.
- 12.09** At each of the grievance steps, the Company and the Union may have equal representation.

ARTICLE 13 - ARBITRATION

13.01 ARBITRATION

- a)** Where a difference arises between the **P**arties 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 **P**arties may, after exhausting the grievance procedure established by this Agreement, notify the other **P**arty in writing of its desire to submit the difference or allegation to arbitration.
- b)** Any matter referred to arbitration, as provided in **13.01** hereof, shall be submitted to a single **A**rbitrator mutually selected by the **P**arties.
- c)** The **A**rbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the **P**arties and upon employee affected by it.
- d)** Where the Parties are unable to mutually agree to a single **A**rbitrator within ten (10) working days, either of the Parties may request the Minister of Labour to appoint a single **A**rbitrator.
- e)** The **A**rbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the **C**ompany carries on business or where anything is taking place or has taken place concerning any of the differences submitted to **them** and inspect and view any work material, machinery,

appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

- f)** The Union and the Company shall each pay one-half of the remuneration and expenses of the Arbitrator.
- g)** 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.
- h)** A claim by an employee that they have been unjustly discharged, suspended or laid-off may be settled by confirming the Company's decision in discharging, suspending or laying-off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring Parties or determined by the Arbitrator, as the case may be.

13.02 **SECTION 104**

- a)** Either Party may invoke Section 104 of the Labour Relations Code of British Columbia to facilitate the settling of grievances, within fifteen (15) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.

13.03 **EXPEDITED ARBITRATION**

- a)** Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances. The Parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 13.01, and grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- b)** The Parties agree that grievances referred to Expedited Arbitration will be adjudicated by an Arbitrator mutually agreed upon by the Parties.
- c)** The Union and the Company shall each be responsible for one-half (½) of the expenses of and fees payable to the Arbitrator.
- d)** **Timelines**
 - i)** within twenty (20) calendar days after receipt of the Step 2 grievance response, the Union shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the Company, of its desire to use the Expedited Arbitration Procedure.
 - ii)** the Company will reply within five (5) working days and indicate whether it agrees to use the Expedited Arbitration Procedure.

e) Hearing Procedure

- i) the offices of the Company or the Union will be used for the Expedited Arbitration Procedure on an alternating basis.**
- ii) no legal counsel will be used by either Party during the hearing.**
Grievances shall be presented in the Expedited Arbitration Procedure by a designated representative of **the** Union and a designated representative of the **Company**. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.
- iii) the Parties will create a schedule for process in advance, based on a mutual assessment of the length of time needed to present each case. The Parties and the Arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.**
- iv) whenever possible, the Arbitrator will attempt to mediate a settlement between the Parties. The Arbitrator shall have no authority to amend or alter the terms of the collective agreement.**
- v) within ten (10) business days prior to the hearing, the Parties will provide an agreed statement of facts to the Arbitrator.**
- vi) the Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before them by the representatives of the Parties. In all respects, they shall assure that the hearing is impartial and neutral.**
- vii) the hearing shall be informal, and the following guidelines are as follows:**
 - 1. The Opening Statement: This should basically set out the case from each Party's perspective. The Arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.**
 - 2. The Hearing: "Will Say" statements of witnesses may be utilized, however, if there is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.**
 - 3. The Argument: The Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each Party to ensure that all relevant articles are put before the Arbitrator.**
 - 4. The Decision: If mediation fails or it is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with the Parties to explain the framework of the Arbitrator's decision the Parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such**

opportunity should not be wasted by continuing the argue the merits of the case.

- viii)** if the Arbitrator or the **P**arties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the **P**arties, the case shall be referred back to the Union for final deposition.
- ix)** the Arbitrator shall render **their** written decision within five (5) **working** days following the date of the hearing. Their decision shall be based on the facts presented by the **P**arties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both **P**arties.
- x)** the Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under **Article** 13.01 of this Agreement.

ARTICLE 14 - INSURANCE AND MEDICAL PLAN

14.01 Eligibility

- a)** **Full-time employees shall be eligible for coverage and benefits under all of the benefit plans referred to in this Article, subject to the provisions of this Article and the respective benefit plans. There will be a three (3) month waiting period for employees first entering the employ of the Company.**

14.02 Cost of Benefits Plans Borne by the Company

The Company shall pay the full premium costs for providing the benefit plans referred to in this Article.

14.03 Coverage

The **Company** will supply medical coverage which will be that supplied by the Medical Services Plan of British Columbia.

- a)** **Extended Health Benefits** – as provided by the **benefit plan**.
- b)** **Vision Care**
 - i)** Vision Care will be three hundred **and fifty** dollars (\$**350**.00) per member or dependent in any twenty-four (24) month consecutive period. The monies can also be used towards **glasses and contact lenses and** laser eye surgery.
 - ii)** **additional coverage – One (1) eye exam every twenty-four (24) months.**
- c)** Insurance Coverage – **Group Policy**
 - i)** Life Insurance – \$120,000.00
 - ii)** **Accidental Death and Dismemberment Insurance Plan** (AD&D) - \$120,000.00. **AD&D** will not apply when WorkSafe BC is payable.

14.04 **Short Term Disability**

- a) **For eligible employees unable to work because of an illness or injury, the employee will be entitled to a benefit of seventy-five percent (75%) of their weekly earning to a maximum benefit of seven hundred (\$700.00) dollars.**
- b) **Waiting period: Three (3) days for illness, and no waiting period for injury.**
- c) **Short Term Disability coverage will not apply when WorkSafe BC is payable.**

14.05 **Sick Leave and Absence Control**

- a) Upon completion of **ninety (90) consecutive days of employment, an** employee shall be **entitled to paid leave up to five (5) days per calendar** year, payable at their current classified rate.
- b) The **Company** may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work. The Company shall reimburse employees for doctor's certificates requested by the **Company**.
- c) Unused sick **leave** shall be paid out to the employee on the first pay date in **January**.
- d) Payment in the year of termination or retirement shall be pro-rated on the length of service during that year.

14.06 **Cost of Medical Documentation**

Any medical reports **or documentation** that the employee has to pay for, that are required by the **Company**/Insurance Carrier, will be reimbursed to the employee **by the Company**.

ARTICLE 15 - DENTAL PLAN

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

15.02 **Coverage**

Plan A – Basic Dental	100% <u>up to a maximum of \$3,500 per annum per person</u>
Plan B – Prosthetics, Appliances and Crown and Bridge Procedures	60% <u>up to a maximum of \$5,000 per annum per person</u>
Plan C – Orthodontics	60% <u>up to a maximum of \$1,500 per lifetime per person</u>

15.03 **Premium Division**

Employer - 100%

15.04 **Participation**

A condition of employment.

15.05 **Effective Date**

Three (3) month waiting period for employees first entering the employ of the Company.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

16.01 Leave for Personal Reasons – Without Pay

- a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:

- i) **they** request 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, **they** will be considered as having terminated **their** employment.

- b) The Union will be notified of all leaves granted under this **Article**.

16.02 Leave to Attend Union Business

- a) Employees who have been elected or appointed by the Union to attend International, National or **Local** gatherings, **and other Union business** will be granted **a** leave of absence for this purpose. Not more than two (2) employees may take such leave at one time and **the Union** must give the Company notice in writing at their earliest opportunity but no later than ten (10) working days prior to the leave. Leave will not exceed three (3) weeks, plus reasonable travel time.
- b) Leave of absence without pay will be granted to not more than two (2) employees who has been selected by the Union to attend collective bargaining **preparation** sessions or emergency gatherings of the Union.

16.03 Elected Union Position – Without Pay

- a) The Company will grant an employee **a** leave of absence up to three (3) years (without pay) to work for the local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One **(1)** months' notice in writing must be given prior to requesting this leave.
- b) Not more than one (1) employee may be on leave under this **Article** at any one time and in no instance will two such leaves be granted in any six (6) month period.

16.04 Bereavement Leave - If a death occurs in the immediate family of an employee, who is both scheduled and available for work, the Company will grant three (3) days paid leave of absence.

Members of the employee's immediate family are defined as the employee's spouse, children, stepchildren, children-in-law, parents, step-parents, parents-in-law, siblings, grandparents, grandparents-in-law and grandchildren.

The **Company** will provide additional bereavement leave without pay for up to ten (10) days.

16.05 Jury Duty - If an employee is summoned or subpoenaed as a crown witness or for jury duty, the Company will grant the employee leave of absence with pay, which will be the difference between their regular pay and the monies receive for jury duty.

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

16.06 Domestic Violence Leave

Domestic violence is any form of violence between intimate partners or family member. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between intimate partners or family members. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation. The Company agrees to the foregoing to the point of undue hardship:

- a) In each calendar year, the Company shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to five (5) days. The employee is entitled to up to four (4) months of unpaid leave.
- b) Further to the above, the Company agrees that requests for sick leave, vacation, lieu time and any other paid or unpaid leaves of absence submitted by employees, in order for them to deal with issues related to domestic violence, shall not be unreasonably denied.
- c) The Company will assist in investigating options for counselling and referral to appropriate support services.
- d) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- f) The Company will protect the employees from adverse action or discrimination on the basis of their disclosures, experience, or perceived experience of domestic violence.

ARTICLE 17 - WAGES

17.01 Wage Schedule

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

- 17.02 a) **New or Changed Job Classification** - If any new job classifications are established, or if there is a significant change in the job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

- 17.03 **Daily Rate Retention** - Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.

- 17.04 **Pay Period Adjustment** – Warehouse and Office employees shall be paid on the 15th and the last day of each month.
In order for this system of pay periods (for warehouse employees) to be administered, it is understood by the Parties that the Company shall retain the previous five (5) working days of the employee's earnings.

- 17.05 **Statement of Earnings** - The rate or rates of pay, hours of work, **statutory deductions**, details for overtime hours, and all necessary and pertinent information shall be provided on each statement to each employee so that the employee can clearly understand how the total pay was calculated.

- 17.06 **Payment of Wages - Irregular** - Any employee being discharged, laid off, or leaving of **their** own accord will be paid all wages due to **them** as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.

- 17.07 **Direct Deposit** - The Company will provide direct deposit for all types of wages to employees. The employees therefore must supply to the Company their banking information for such deposits.

ARTICLE 18 - JOB POSTING

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

18.02 **Job Openings (Temporary)**

- a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days.

- b) All job openings (temporary) shall be filled in accordance with the principles established in 8.01(a) and (b) of the Collective Agreement.

18.03 **Job Applications (Delayed)** - If an employee is not at work, for the following reasons, when a job is posted, they may apply for the job, if they does so within three (3) working days of their return to work.

- a)** Vacation

- b)** Authorized leave of absence not exceeding thirty (30) days

- c)** Absence resulting from an accident or illness not exceeding thirty (30) days

- d)** Absence on Workers' Compensation not exceeding thirty (30) days

18.04 **Selection of Successful Applicant** - Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01(a) of this Agreement.

18.05 **Trial Period** - The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

18.06 **Return to Former Job**

- a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion **they are** not performing efficiently, or the employee wishes to do so, **they** will revert to **their** immediate previous job, without loss of seniority.

- b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

18.07 **Successful Applicant Notice** - The name of the successful applicant will be posted not later than five (5) days after the removal of the Job Posting notice.

18.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01(a) of this Agreement, the Company may fill the vacancy from any available source.

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

18.10 **Cross Training**

a) **Office Staff**

i) it is understood that from time to time office personnel and sales staff are given warehouse training. The Union agrees that this training may be provided, but it is understood by the Parties that the office personnel and sales staff in such a program are in addition to full time employees in the bargaining unit.

ii) all office staff can be trained in the positions of reception, filing clerk and data entry for the purposes of vacation relief and work overload.

b) **Warehouse Staff**

i) all Warehouse employees can be trained in each department regardless of their job classification so they can fill in for regular staff when needed on the basis of senior may, junior must.

ARTICLE 19 - PENSION

19.01 The **Company** shall ensure that all employees complete an application to the Vancouver Steelworkers Pension Plan (the Plan), and shall forward completed applications to the Local Union.

19.02 **Effective date of ratification 2024, the contribution will increase two cents (\$.02) for a total contribution of four dollars and two cents (\$4.02) per hour.**

Effective date of ratification 2025, the contribution will increase two cents (\$.02) for a total contribution of four dollars and four cents (\$4.04) per hour.

Effective date of ratification 2026, the contribution will increase two cents (\$.02) for a total of four dollars and six cents (\$4.06) per hour.

Effective date of ratification 2027, the contribution will increase two cents (\$.02) for a total of four dollars and eight cents (\$4.08) per hour.

19.03 The Company will pay the pension contribution for employees granted leave of absence under **Article** 16.02 - Leave to Attend Union **Business**. The Company will be reimbursed for the Company contributions from the employees first pay cheque after the leave of absence.

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

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

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In the event that the Company introduces a technological change which results in **the** displacement of employees from employment with the Company, the Company will co-operate with **Service** Canada training **programs** to train such employees, if there are job openings with the Company, and such employees have the necessary potential and required 'basic education' to fill the position.

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

- a) Two (2) weeks regular wages for those employees with at least six (6) months seniority;
- b) Three (3) weeks regular wages for those employees with three (3) years' continuous service, and for each subsequent completed year of continuous service an additional week's regular pay to a maximum of twenty (20) weeks.

20.03 **Lay-off Notice** - In case of lay-off notice, the Company will give as much possible, but not less than one (1) weeks notice.

20.04 **Recall Procedure** - Laid-off employees with seniority will be given the first opportunity to be re-hired. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the **Unit Chair** or Union Committee.

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

20.05 **Change in Legislation**

- a) In the event legislation governing lay-offs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.
- b) Severance pay shall include pay in lieu of notice of lay-off.

ARTICLE 21 - HUMANITY FUND

21.01 HUMANITY FUND

Upon written authorization from an employee, the Company agrees to deduct twenty (\$20.00) dollars from each employee on October 1st of each year and remit to:

**United Steelworkers of America
Humanity Fund
234 Eglinton Avenue East
Toronto, Ontario M4P 1K7**

ARTICLE 22 - EDUCATION AND TRAINING FUND

- 22.01 **a)** The **Company** shall contribute to the Union the sum of Five cents (\$.05) per hour per full-time employee for each hour worked for education and training of Union members.
- b)** 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 by the 15th of each month for the previous month, and the **Company** shall provide necessary information regarding amounts paid for each employee.
- c)** Upon request but no less than once each contract year, the Union shall provide the Company with an account of the Fund disbursements.

ARTICLE 23 - SAVINGS CLAUSE

- 23.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 23.02 In the event that any **Article** is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 24 - DURATION OF AGREEMENT

- 24.01 This Agreement shall be for a **four (4)** year period effective February 1, 2024 to and including January 31, 2028 and from year to year thereafter, subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is January 31st, 2028, or immediately preceding the last day of January in any year thereafter, by written notice to require the other Party to the Agreement to commence Collective Bargaining.

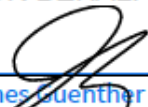
24.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the **Company** shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement, whichever shall first occur.

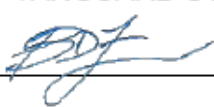
24.03 The operation of Section 50(2) and (3) of the Labour Code of British Columbia is hereby excluded.

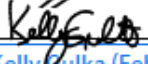
IN WITNESS WHEREOF the Parties indicate their agreement of acceptance of all of the foregoing conditions by the signature of their authorized representatives as affixed hereunder, this **28th** day of **February**, 202**5**.

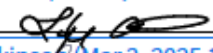
UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

RINGBALL CORPORATION &
VANGUARD STEEL LTD.


James Guenther (Feb 28, 2025 14:30 PST)




Kelly Gulka (Feb 28, 2025 16:08 PST)


Lyle Atkinson (Mar 3, 2025 14:24 PST)



RINGBALL CORPORATION & VANGUARD STEEL LTD.

APPENDIX “A” - WAGE SCHEDULE

	<u>Rate ending Jan 31, 2024</u>	<u>Effective Feb 1, 2024</u>	<u>Effective Feb 1, 2025</u>	<u>Effective Feb 1, 2026</u>	<u>Effective Feb 1, 2027</u>
		<u>4.5%</u>	<u>2.5%</u>	<u>2.0%</u>	<u>3.0%</u>
CLASSIFICATION					
WAREHOUSE					
Saw Operator	<u>\$35.86</u>	<u>\$37.47</u>	<u>\$38.41</u>	<u>\$39.18</u>	<u>\$40.35</u>
Respooler	<u>\$35.46</u>	<u>\$37.06</u>	<u>\$37.98</u>	<u>\$38.74</u>	<u>\$39.90</u>
Senior Warehouse Person	<u>\$34.60</u>	<u>\$36.16</u>	<u>\$37.06</u>	<u>\$37.80</u>	<u>\$38.94</u>
General Warehouse Person	<u>\$30.14</u>	<u>\$31.50</u>	<u>\$32.28</u>	<u>\$32.93</u>	<u>\$33.92</u>
Helper	<u>\$27.13</u>	<u>\$28.35</u>	<u>\$29.06</u>	<u>\$29.64</u>	<u>\$30.53</u>
Student	<u>Minimum wage</u>				
OFFICE					
Level 1					
Customer Service Representative (CSR)	<u>\$37.06</u>	<u>\$38.73</u>	<u>\$39.70</u>	<u>\$40.49</u>	<u>\$41.70</u>
Level 2					
Customer Service Representative (CSR)	<u>\$33.54</u>	<u>\$35.05</u>	<u>\$35.93</u>	<u>\$36.64</u>	<u>\$37.74</u>
Level 3					
Customer Service Representative (CSR)	<u>\$30.42</u>	<u>\$31.79</u>	<u>\$32.58</u>	<u>\$33.24</u>	<u>\$34.23</u>
Clerical – Intermediate	<u>\$25.61</u>	<u>\$26.76</u>	<u>\$27.43</u>	<u>\$27.98</u>	<u>\$28.82</u>
Clerical	<u>\$22.86</u>	<u>\$23.89</u>	<u>\$24.49</u>	<u>\$24.98</u>	<u>\$25.72</u>
Inside Sales – Order Desk Trainee					
12 months to 24 months	<u>\$24.03</u>	<u>\$25.11</u>	<u>\$25.74</u>	<u>\$26.25</u>	<u>\$27.04</u>
Start to 12 months	<u>\$21.47</u>	<u>\$22.44</u>	<u>\$23.00</u>	<u>\$23.46</u>	<u>\$24.16</u>

WAREHOUSE

- a) Chargehand** differential to be seventy-five cents (\$.75) per hour over the highest classified rate.
- b)** All new warehouse employees shall be engaged as Helpers (unless specifically hired for a different classification) and shall remain in that classification for **two (2) years** of work.
- c) Warehouse employees who have completed two (2) years of service in the Helper position shall be promoted to General Warehouse workers, subject to Article 8 – Seniority.**
- d)** Warehouse employees after four (4) years of service shall be promoted from the classification of General Warehouse Worker to classification of Senior Warehouse Worker and receive that rate of pay, **subject to Article 8 – Seniority.**

- e) If the employee is assigned to perform work in another classification, they shall receive acting pay in accordance with **Article 17.03** of this Agreement.

OFFICE

Level 1 – Customer Service Representative (CSR)

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

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

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

The **Level 1 (CSR)** also oversees the activities of other Order Desk personnel and Support Staff, and interacts with Management and Sales Representatives.

In the absence of Management, the **Level 1 (CSR)** may also be given authority to release merchandise to "overdue" accounts and to make special net quotes (within limitations).

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

Employees who have 20 years or more of seniority and have demonstrated the ability to efficiently fulfil the job requirements outlined above shall advance to Level 1 from Level 2, **subject to Article 8 - Seniority.**

Level 2 – Customer Service Representative (CSR)

This position precludes the completion of extensive training and acquired knowledge of all tasks performed by the **Level 1 (CSR)**, although acting only in a role of assistance and "back-up" in regards to:

- Credit Control
- Inventory Control
- Interaction with Management

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

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

Employees who have five (5) or more years of seniority and have demonstrated the ability to efficiently fulfil the job requirements as outlined above shall advance to Level 2 from Level 3, **subject to Article 8 - Seniority.**

Level 3 – Customer Service Representative (CSR)

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

The person(s) holding this position work under the direct supervision of CSR or, in **their** absence, the **Level 2 CSR**.

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

Employees who have completed two (2) years in the position of Order Desk Trainee and who have demonstrated the ability to efficiently fulfil the job requirements outlined above shall advance from Trainee position to Level 3, **subject to Article 8 - Seniority**.

Inside Sales – Order Desk Trainee

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

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

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

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

The training period for **Level 2 (CSR) and Level 3 (CSR)** positions shall not exceed twenty-four (24) months, and the rate of pay shall be in accordance with the applicable rates under Appendix “A” of this Agreement.

CLERICAL

Employees who have completed two (2) years in the Clerical position and who have demonstrated the ability to efficiently fulfil all job requirements, including all duties related to Accounts Receivable, shall advance from Clerical to Clerical Intermediate, **subject to Article 8 - Seniority**.

Accounts Payable - In the absence of Accounts Payable Clerk, the person doing the job functions will receive an additional premium of one dollar (\$1.00) per hour per hours worked in addition to their regular wage rate.

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

STUDENTS:

Students shall be employed during the time of June 1st to Sept. 30th only.

Students will only perform such duties as have been assigned to them in past years.

LETTER OF UNDERSTANDING #1

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND: UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

Re: Senior Accounts Clerk - Management Exclusion

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

This position will be excluded from the bargaining unit.

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

To the foregoing, the Parties do hereby agree.

Dated **November 27, 2024 – Renewed.**

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

RINGBALL CORPORATION &
VANGUARD STEEL LTD.

“originally signed”

“originally signed”

LETTER OF UNDERSTANDING #2

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Re: Vacation Pay

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

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

To the foregoing, the Parties do hereby agree.

Dated **November 27, 2024 – Renewed.**

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

RINGBALL CORPORATION &
VANGUARD STEEL LTD.

"originally signed"

"originally signed"

LETTER OF UNDERSTANDING #6

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Re: LTD Plan

The **Company** agrees to obtain a rate for an employee paid LTD Plan **by January 1, 2025**, along with details of the benefits and conditions of the plan. Within **ten (10)** days of the quote being provided, the Union agrees to canvass employees to determine their desire to participate in such a plan. If the employees determine that they wish to participate, all employees must be enrolled, and premiums will be deducted from their pay each month to maintain their participation in the plan.

Dated **November 27, 2024 – Renewed.**

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

RINGBALL CORPORATION &
VANGUARD STEEL LTD.

“originally signed”

“originally signed”

LETTER OF UNDERSTANDING #7

BETWEEN: RINGBALL CORPORATION & VANGUARD STEEL LTD.

AND: UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009

Re: Warehouse Vacation Cap

In the 2011 negotiations, the Parties agreed to cap warehouse vacation at six (6) weeks for new employees. Employees existing at that time were grandfathered to the pre-existing entitlement of seven (7) weeks (fourteen percent (14%) for all years after their thirtieth anniversary.

Specifically, the following employees only will be entitled to the grandfathered vacation allotment:

1. Stuart Davies
2. Lance Howard
3. Darek Purchala

Dated **November 27, 2024. Renewed.**

UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)

RINGBALL CORPORATION &
VANGUARD STEEL LTD.

"originally signed"

"originally signed"
