

COLLECTIVE AGREEMENT

BETWEEN

BEKAERT CANADA LTD.

AND

TEAMSTERS LOCAL UNION No. 213

July 1st, 2011 - June 30th, 2014

**DON MCGILL
Secretary-Treasurer**

**TABLE OF CONTENTS
BEKAERT CANADA LTD.**

ARTICLE		PAGE
1.	DURATION OF AGREEMENT.	<u>1</u>
2.	BARGAINING AGENCY AND DEFINITION.	<u>1</u>
3.	UNION SECURITY.	<u>2</u>
4.	DEDUCTION OF DUES, ETC..	<u>2</u>
5.	UNION ACTIVITIES OF EMPLOYEES.	<u>3</u>
6.	SHOP STEWARDS.	<u>3</u>
7.	LEAVE OF ABSENCE.	<u>4</u>
8.	ILLNESS AND INJURY.	<u>4</u>
9.	BEREAVEMENT LEAVE.	<u>4</u>
10.	JURY DUTY AND WITNESS DUTY.	<u>4</u>
11.	WORK CLOTHES.	<u>4</u>
12.	UNION NOTICES.	<u>5</u>
13.	CONFLICTING AGREEMENT.	<u>5</u>
14.	PROTECTION OF RIGHTS.	<u>6</u>
15.	HARASSMENT AND DISCRIMINATION.	<u>6</u>
16.	TRANSFER OF TITLE OR INTEREST.	<u>6</u>
17.	SUB-CONTRACTING.	<u>6</u>
18.	GRIEVANCE PROCEDURE.	<u>7</u>
19.	DISCIPLINE.	<u>9</u>
20.	JOB POSTINGS.	<u>9</u>
	(a) Job Requirements.	<u>9</u>
	(b) Trial and Training Period.	<u>10</u>
	(c) Filling of Vacancy From Available Source.	<u>10</u>
	(d) Weekend Cleanup.	<u>11</u>
	(e) Summer Vacation Relief.	<u>12</u>
	(f) Posting Application When Absent.	<u>12</u>
	(g) Employees Absent From Job.	<u>12</u>
	(h) New Jobs and Equipment.	<u>12</u>
21.	TECHNOLOGICAL CHANGE AND RETRAINING.	<u>13</u>
22.	PAY DAY AND PAY STATEMENTS.	<u>13</u>
23.	PREMIUMS.	<u>14</u>
	(a) Work Clothes.	<u>14</u>
	(b) Shift Premiums.	<u>14</u>
	(c) Continuous Shift Premiums.	<u>14</u>
	(d) Spare Operators.	<u>14</u>
	(e) Wire Drawers.	<u>14</u>
	(f) Maintenance.	<u>14</u>
	(g) First-Aid.	<u>15</u>
	(h) Meal Allowance.	<u>15</u>
	(i) Training Rate.	<u>15</u>
24.	ANNUAL VACATIONS.	<u>15</u>
25.	GENERAL HOLIDAYS.	<u>18</u>
	(d) Day in Lieu.	<u>19</u>

26.	SEPARATION OF EMPLOYMENT.	<u>20</u>
27.	SENIORITY.	<u>20</u>
	(a) Seniority List.	<u>20</u>
	(b) Seniority Plant Wide.	<u>20</u>
	(c) Seniority Lay-Off.	<u>20</u>
	(d) Probationary Period.	<u>21</u>
	(e) Loss of Seniority.	<u>21</u>
	(f) Seniority Status.	<u>21</u>
28.	DAYS AND HOURS OF WORK AND OVERTIME.	<u>21</u>
	(a) Guaranteed Work Week.	<u>21</u>
	(b) Hours of Work and Start Times.	<u>22</u>
	(c) Overtime.	<u>23</u>
	(d) Daylight Savings Time.	<u>26</u>
	(e) Shift Preference.	<u>26</u>
29.	LUNCH AND REST PERIODS.	<u>27</u>
30.	COMPENSATION COVERAGE.	<u>28</u>
31.	SAVINGS CLAUSE.	<u>28</u>
32.	SANITARY FACILITIES.	<u>28</u>
33.	SEVERANCE PAY.	<u>29</u>
34.	HEALTH AND SAFETY.	<u>29</u>
	(a) Health and Safety.	<u>29</u>
	(b) First-Aid.	<u>30</u>
	(c) Safety Committee.	<u>31</u>
35.	MANAGEMENT RIGHTS.	<u>31</u>
36.	HEALTH AND WELFARE	<u>31</u>
	(j) Sick Leave and Personal Time Off (PTO).	<u>34</u>
	(k) Employee Assistance Program.	<u>34</u>
37.	PENSION PLAN.	<u>34</u>
38.	LOSS OR DAMAGES, ETC.	<u>34</u>
39.	ARTICLE HEADINGS.	<u>35</u>
40.	TRANSPORTATION.	<u>35</u>
41.	MEDICAL EXAMINATIONS.	<u>35</u>
42.	CLASSIFICATIONS AND WAGE RATES, ETC.	<u>36</u>
43.	SOLICITATION OF FUNDS.	<u>38</u>
44.	PAID ELECTION TIME OFF.	<u>38</u>
45.	TOOL INSURANCE.	<u>38</u>
46.	RAILROAD TIE-UP.	<u>38</u>
47.	BANKING OF OVERTIME.	<u>38</u>
	SIGNATORY PAGE.	<u>38</u>
	APPENDIX "A".	<u>39</u>
	ADDENDA I.	<u>40</u>
	LETTER OF UNDERSTANDING No. 1.	<u>41</u>

THIS AGREEMENT entered into this 1st day of July , 2011.

BETWEEN: **BEKAERT CANADA LTD.,**
11041 Elevator Road,
Surrey, Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSETH:

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

NOW THEREFORE in consideration of the mutual covenants and Agreement herein set forth, the parties agree hereto as follows:

1. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including July 1st, 2011 to and including June 30th, 2014, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

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

2. BARGAINING AGENCY AND DEFINITION

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

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

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

- (d) Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimentation, or in emergencies. However, this shall not prevent the Union from taking up a grievance where it feels that any one (1) of these items is abused.
- (e) An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided that he reports to Management.

3. UNION SECURITY

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

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

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the

Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES

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

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

- (b)
 - (i) The Employer may grant an employee a leave of absence of up to two (2) years without pay to work for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave will be extended for additional periods if the Employer so wishes.
 - (ii) Not more than one (1) employee may be on leave under this Section at any one (1) time.

6. SHOP STEWARDS

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

7. LEAVE OF ABSENCE

- (a) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (b) If an employee desires a leave of absence for compassionate reasons, he must obtain permission in writing for the same from the Employer. However, no legitimate request for a compassionate leave of absence will be denied. Other requests for leaves of absence may be considered by the Employer providing all vacation time is used prior to the leave.
- (c) In any instance where an employee accepts other employment without the consent of the Employer when on a leave of absence or vacation for any reason, his employment may be terminated, subject to proper proof of same.

8. ILLNESS AND INJURY

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted a leave of absence without pay until such time as his doctor states he can return to work.
- (b) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible, prior to his actual starting time, but not less than one (1) hour, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times, as well as the progress of the injury or illness and date of return to work.

9. BEREAVEMENT LEAVE

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

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

In addition to the above options for deaths occurring outside the country an automatic leave of absence of up to three (3) weeks, including the three (3) days noted above, without pay can be requested so the employee may attend that country.

- (b) Up to one (1) shift maximum to attend the funeral of a sister or brother-in-law.

10. JURY DUTY AND WITNESS DUTY

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

11. WORK CLOTHES

- (a) All coveralls, smocks and uniforms shall be supplied to all employees and replaced at least once weekly. The entire cost of providing, cleaning and maintaining same, shall

be paid by the Employer. A minimum of four (4) coveralls or three (3) smocks will be supplied to each employee.

- (b) The Employer shall provide to each employee, free of charge, the following items:
- (i) Tapes and masks as required;
 - (ii) Rain clothes as required;
 - (iii) Rubber boots and gloves as required;
 - (iv) Heavy leather gloves for handling barbed wire;
 - (v) Heat resistant gloves and clothing as required;
 - (vi) Acid resisting clothing as required;
 - (vii) Safety glasses;
 - (viii) Gloves of a suitable type (upon presentation to the Employer of the old gloves);
 - (ix) The Employer will pay the full replacement cost of safety prescription lenses except for photograde and tinting once per calendar year per employee upon presentation of a receipt and the damaged lenses, or non safety lenses;
 - (x) Hard hats of a suitable type where there is a need;
 - (xi) Safety boots are mandatory wearing apparel. Employees will be entitled to assistance with the purchase of safety boots.

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

- (xii) Special gloves for electrical work as required.

12. UNION NOTICES

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

The following items must be posted on said Notice Board:

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

13. CONFLICTING AGREEMENT

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

14. PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.

15. HARASSMENT AND DISCRIMINATION

- (a) The Employer and the Union believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.
- (b) The Employer has a harassment and discrimination policy which the Union and the Employer agree to abide by.

16. TRANSFER OF TITLE OR INTEREST

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

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

17. SUB-CONTRACTING

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

- (a) All Bargaining Unit Work:
 - (i) None of the employees are qualified or available to do the work, after exhausting overtime option;
 - (ii) Qualified persons are not obtainable from the Union;
 - (iii) If the Employer determines that the job or project is too expensive to be dealt with by the Employer's employees or equipment;
 - (iv) This Article 17 shall not apply to the importation of goods;
 - (v) In any case, where the Employer uses the services of any Linen Supply company, vending machines, security guards, propane gas, etc, the Employer agrees to discuss with the Union the possibility of using unionized firms.
- (b) Maintenance Work:

The Employer shall have the right to sub-contract maintenance work in the following additional circumstances:

- (i) Any routine maintenance work on equipment that is required to be sub-contracted in order to maintain a legitimate manufacturer's warranty, provided that an employee covered by this Agreement will be permitted to work alongside the contractor to acquire the knowledge and expertise to repair such equipment after the expiry of the warranty. The parties agree that in these circumstances, the employee will be permitted to work alongside the contractor for a period of time that is either:
 - The amount of time based on the manufacturer's own recommendations for training and certification; or
 - An amount of time as mutually agreed by the parties.
 - (ii) Any routine maintenance work on forklifts, cranes and lifting equipment, boilers and HVAC-systems.
 - (iii) Any routine maintenance work, installation or removal of equipment where, in the opinion of Bekaert, because of the size, complexity or time of completion, it is impractical or uneconomical to do the work with Employer equipment and personnel, provided the Union is previously advised and employees are first offered the opportunity to do such work and are unable or unwilling to do so.
 - (iv) Any other maintenance work, after first being discussed with the Union a minimum of three (3) days prior to the work being contracted out, such notice to be waived in situations involving equipment breakdown or emergency, provided the Employer has first attempted to call designated employees.
 - (v) The subcontracting will not result in the direct layoff of any permanent employee qualified and classified to do the work.
 - (vi) If any of the above is in disagreement or there is a difference of opinion, then Letter of Understanding No. 1 will apply (Contracting Out Consultation).
- (c) The Parties agree that Electricians may perform mechanical maintenance or engineering work and Millwrights may perform electrical work within their capabilities.

18. GRIEVANCE PROCEDURE

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

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

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

STEP I

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

If there is no resolution during this discussion, the grievance shall be put in writing and presented to the appropriate Manager within fifteen (15) working days. Within fifteen

(15) working days the Manager shall give a written response. The Union shall then respond in writing within fifteen (15) working days indicating whether the grievance is dropped or proceeding to Step 2.

STEP II

If a settlement is not reached in Step 1, the Union Business Representative, shall, within thirty (30) working days, contact the Company in order to arrange a meeting with the Company's representative.

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

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

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

STEP III

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

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

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

STEP IV

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

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

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the

terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 31 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

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

19. DISCIPLINE

- (a) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give to him the reasons for his discharge or suspension, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. Only the reasons given in writing can be used if the grievance proceeds to Arbitration.
- (b) Any disciplinary action up to and including written warnings and suspensions shall be removed from the employee's personnel file two (2) years after the incident giving rise to such remarks.

20. JOB POSTINGS

(a) Job Requirements

- (i) All jobs that remain in effect for more than six (6) months, or such longer period as may be agreed between the parties, without an employee officially posted into that job, must be posted. A job posting shall be put on the Bulletin Board for seven (7) full working days.

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

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

- (ii) The Employer shall provide forms to employees, on request, who wish to apply for a posted job. The forms shall be in duplicate; one (1) copy shall be given to the Employer and one (1) copy retained by the employee.
- (iii) A copy of each separate Job Posting shall be sent to the Union office and the Chief Shop Steward along with a copy of those applications for postings received by the Employer and the name of the employee who has been awarded the posted job.
- (iv) General Help jobs shall not follow the Job Posting procedure.

- (v) Should the Employer hire a Maintenance Man who is qualified as an electrician, the Company may schedule him into shifts according to need. The Employer will encourage any existing Maintenance Men to obtain an electrician's certificate.

(b) Trial and Training Period

- (i) Posted jobs shall be filled by employees making application, regardless of whether or not it is in his same category, and the senior applicant shall be awarded the job, unless after a suitable trial period of up to thirty (30) days worked the senior applicant proves he is unable to do the job, subject to the Grievance Procedure. Job postings for Maintenance personnel will show requirements on the job posting and the job will be awarded to the senior applicant having these qualifications.
- (ii) Once an employee has commenced his training period, he shall not be removed from his position in training until such time as he is fully trained except in the case of layoff. If a Trainee's training is interrupted, the Employer and the designated Shop Steward shall determine if the training period should be extended and, if so, by how long.
- (iii) In the case of new jobs or vacancies as set out in Article 20 (a) herein, that procedure will be followed and the senior employee applying where there is a difference between the Employer and the Union as to whether the senior employee has the ability to do the job, shall be afforded a trial period of up to thirty (30) days worked to demonstrate his ability. If he is unable to perform the job, he shall be returned to his former job. No employee shall be entitled to more than one (1) successful bid in any twelve (12) month period for any job classification. If the employee is not moved into the posting within sixty (60) calendar days, that employee will have the right to bid for another posting having equal or lower classification wage rate.
- (iv) During a period of thirty (30) learning days and up to forty-five (45) learning days for Galvanizing Operators and Wire Die Men on a new job, no employee shall be subject to disciplinary action pertaining to learning the new job except for his removal from the job.
- (v) When establishing a training program for an employee, the Employer shall consult with a designated, qualified Shop Steward when selecting a Trainer. In the Steward's absence, the senior employee present in the area will be consulted. The designated Shop Steward or senior employee will also be present during weekly evaluations of the Trainee.
- (vi) New employees, during the learning period of up to thirty (30) days worked (forty-five (45) days worked for Galvanizing Operators and Wire Die Men) shall receive one dollar (\$1.00) per hour less than the classified rate. The employee shall receive the full rate when he is able to work satisfactorily on his own without the supervision of an employee receiving the training rate (Maintenance excepted).

(c) Filling of Vacancy From Available Source

- (i) The Employer shall have the right to place any employee into a job vacancy or temporary job vacancy which has a duration of up to ninety (90) calendar days or such longer period as may be agreed to between the parties and will give consideration to seniority where practical. Prior to filling a vacancy under this clause, the Employer will endeavour to fill a vacancy using the following options:
 - Spare Operator,

- Plant General Help,
- Outside temporary employee,
- Overtime within Department.

Temporary Job Vacancies

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

After sixty (60) calendar days a notice shall be posted on the bulletin Board giving the description of the vacant job, the duration and the name of the employee being replaced. Temporary employees hired under the above will be locked into their jobs for the duration of the missing employees absence or for two (2) years whichever comes first. Temporary employees do not accumulate seniority or have bidding rights.

Temporary student employees will receive eighty percent (80%) of the posted rate in the first year of employment and the full rate thereafter. Temporary student employees may only be used for vacation relief.

(d) **Weekend Cleanup**

The following regulations apply to the Weekend Cleanup Workers Classification:

- (i) These employees are members of the Teamsters Local Union No. 213 and pay dues as required by the Union.
- (ii) These workers are to be students in full time undergraduate studies at a university, college, high school or other approved school.
- (iii) These workers are considered temporary employees and do not accumulate seniority.
- (iv) These workers do not have job bidding rights.
- (v) These workers do not receive any of the "Health and Welfare benefits or Pension" contained in the Bekaert Canada Ltd. Collective Agreement.
- (vi) The wage rate is specified in Appendix "A" of the Bekaert Canada Ltd. Collective Agreement.
- (vii) This classification does not have a forty hour per week guarantee.
- (viii) There is no severance pay upon termination, layoff, or resignation.
- (ix) The work is done only on weekends either Saturday or Sunday on a call in basis.
- (x) These workers are supplied coveralls and all required safety equipment to perform their work.
- (xi) Safety boots are supplied initially to the contract amount. There is no two year safety boot replacement policy for weekend cleanup employees.

(e) **Summer Vacation Relief - April 1st to October 31st**

The employer may hire temporary vacation relief employees without a job posting for the period April 1st to October 31st. The employer will post on the bulletin board the names of the vacation relief employees hired. Vacation relief employees hired under this clause will not accumulate seniority or be able to post for jobs. These employees will not be eligible for overtime unless the employee being replaced normally works through coffee and lunch or if no one else is willing to work the overtime. These employees may not always be replacing absent employees if work is available for them during this vacation period.

Vacation relief for a maintenance man (millwrights) must have sufficient work experience to perform the millwright portion of the job.

(f) **Posting Application When Absent**

Upon the return to work of an employee who was on vacation, compensation or authorized leave of absence said employee shall have the right to apply for any job within a fourteen (14) calendar day period of the date of the job posting. However, those employees who before or during their absence present the Company with a list of pre bid jobs in order of preference then such employee shall receive the job provided the list is in the hands of the Employer by the final day of the job posting and that the employee is able to commence the job within thirty (30) calendar days of the date of posting.

(g) **Employees Absent From Job**

Employees absent from a job due to:

- (i) Occupational accidents;
- (ii) Non-occupational accidents;
- (iii) Illness; or
- (iv) Leave of absence or any other approved reason;

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

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

(h) **New Jobs and Equipment**

- (i) The Employer agrees to advise and discuss with the Union any decision to install new machinery or equipment which requires men to operate same, prior to its installation. At the same time the job to operate such machinery or equipment shall be posted on the Bulletin Board as set out in 20 (a) herein and present employees shall have the right to apply for same. If such machinery or equipment requires special training, either in the plant or elsewhere, then the successful applicant shall be given such training as may be required to operate same and shall be of sufficient duration to properly train such employees.

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

- (ii) If any other job is created or put into use for which no category, classification or wage rate is set out in this Agreement, then the Employer's Representative and a Union Representative shall meet to establish a classification and wage rate for such job, prior to it being put into operation. Failure of the parties to reach agreement on the classification and rate of pay, the matter shall be settled by Arbitration as set out elsewhere in this Agreement.
- (iii) The Employer agrees that before effecting any wage rate other than those set out in this Agreement it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

21. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change until and unless:
 - (i) The Employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change;
 - (ii) The Employer has given first opportunity to the employees effected then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
 - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration;
 - (iv) In the event that any part of the operation is permanently closed, it is agreed that those employees affected by the shutdown shall move to an available vacancy and should there be no vacancy shall have the right to bump the junior employee in the Plant. Employees who are not qualified to perform the work of the junior employee shall receive training of up to thirty (30) working days.

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

22. PAY DAY AND PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid not less frequently than on an every second week basis, all wages earned by such employees to a day not more than twelve (12) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, pension contributions and the total hours for which contributions were paid and all deductions made from the gross amount of wages.
- (c) An error of more than twenty-five dollars (\$25.00) gross short payment on a pay cheque shall be corrected and any monies owing be paid not later than four (4) working days from the date the Foreman on shift is notified of the error. For each day beyond the four (4) days, the matter is not corrected, the employee shall be paid an additional ten percent (10%) of the amount involved. If after four (4) days of the Foreman being notified, the matter is not corrected, then the employee shall notify the person designated by the Management.

- (d) Employees may elect to have their pay cheques deposited directly into a bank account of their choosing or to receive their pay cheques directly. Cheques will be distributed or automatic deposits disbursed from Bekaert's bank on the second Thursday following the pay period.
- (e) The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.
- (f) All payroll requests, excluding those made under section (c), must be submitted to payroll seven (7) calendar days prior to the next payroll.

23. PREMIUMS

(a) **Work Clothes**

The Employer will pay up to fifty dollars (\$50.00) per year per employee for repair of frames that are damaged on the job.

Assistance from the Employer for the purchase of safety boots is up to a maximum of two hundred and twenty-five dollars (\$225.00) every two (2) years.

(b) **Shift Premiums**

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

Afternoon Shift	-	55¢
Graveyard Shift	-	60¢

(c) **Continuous Shift Premiums**

The premium for working the night shift is seventy-five cents (75¢) per hour.

The shift premium for working continuous shift is one dollar and ninety cents (\$1.90) per hour.

- (d) **Spare Operators** who have completed six (6) months in the Spare Operator's classification will be entitled to a forty cent (40¢) per hour premium added to their base rate.

(e) **Wire Drawers** drawing 50 carbon and higher

9.55 mm to 11 mm	-	45¢ per hour
Above 11mm to 13 mm	-	65¢ per hour
Above 13 mm	-	75¢ per hour

(f) **Maintenance**

All Maintenance Personnel who hold a Permanent Certificate valid for operating the Company's Boilers shall in addition to all other wage differentials receive seventy-five cents (75¢) per hour added to their base rate.

Maintenance employees holding a valid B.C. Trade Ticket or its equivalent shall be compensated for at the rate of seventy-five cents (75¢) per hour added to their base rate.

(g) **First-Aid**

First-Aid attendants shall be paid a one dollar (\$1.00) per hour premium in addition to their regular base rate.

(h) **Meal Allowance**

Nine dollar (\$9.00) meal allowance and to be paid on the employee's next pay cheque.

(i) **Training Rate**

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

24. ANNUAL VACATIONS

- (a) No later than January 15th of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his vacations on such list at a time same is desired; such list must be completed by March 1st. By March 31st the Company will post a completed Vacation Schedule.

The Employer shall allow a maximum of seven (7) employees off on vacation at the same time. Maintenance Department employee vacations are in addition to this, but are limited to maximum two (2) Millwrights and maximum one (1) Electrician at the same time.

One maintenance man (including electricians) will be allowed vacation in each week of the two (2) week Christmas and two (2) week Summer maintenance period. This vacation week includes the General Holidays and, regardless of the number of work days taken off, counts as one (1) week's vacation. This will be done on the basis of seniority on a rotating basis.

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

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

The Employer will schedule vacations should an employee not complete his vacation request by March 1st in each year.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment. Employees may pro-rate their vacation entitlement in six (6) month intervals for their first year entitlement only.

- (c) Employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks vacation of fourteen (14) days with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) weeks vacation of twenty-one (21) days with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have previously completed or subsequently complete seven (7) years as an employee and thereafter as an employee shall receive four (4) weeks of twenty-eight (28) days vacation with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (f) Employees who have previously completed or subsequently complete fourteen (14) years as an employee and thereafter as an employee shall receive five (5) weeks of thirty-five (35) days vacation with two hundred (200) hours pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (g) Employees who have previously completed or subsequently complete twenty (20) years or more years as an employee and thereafter as an employee shall receive six (6) weeks of forty-two (42) days vacation with two hundred and forty (240) hours pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (h) Employees who have completed thirteen (13) years with the Employer shall receive an additional half of one percent ($\frac{1}{2}\%$) of their gross wages.
- (i) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of thirteen hundred (1300) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. General Holidays and annual vacations shall be included as time worked to achieve the 1300 hour eligibility for vacations.
- (j) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (k) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (l) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary

value on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay the employee is entitled to. Meal allowances are not a part of gross earnings for the calculation of vacation pay. The employee shall receive his vacation cheque 3 days prior to his commencing his vacation. Forms shall be made available so that the employee may advise the Employer immediately if the money is not received.

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

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

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

Employees who do not complete twelve (12) months of continuous seven (7) day work due to having accepted a posted job or quitting will be eligible for one-half ($\frac{1}{2}$) of a week's vacation as wages in lieu of such vacation (Article 24 (a) will not apply), provided they have completed six (6) months of continuous shift work.

Continuous shift employees may take their continuous shift vacation week is Sunday to Saturday subject to closest days off to days off (ie. 2 weeks is 84 hours or 7 working days off). Note: That it can only be finally arranged near the actual vacation due to potential shift change.

After entitlement an employee may request payment in lieu of holidays and be paid at that time. This entitlement is not restricted by 24 (a) above.

- (o) The Company reserves the right to shut down the plant or part of the plant operations for vacations and major maintenance jobs during the last week of July and the first week of August. Employees affected by the shutdown shall be scheduled to take their vacations accordingly, except for those who may be required for maintenance work. The Employer shall give notice of shutdown January 15th and employees shall schedule holidays by March 1st. Should an employee be unable to take holidays during this period, the Company will attempt to accommodate him. The plant closures shall not be considered as the two (2) weeks employees are entitled to schedule during the period between May 1st and September 30th of each year.

- (p) Employees who elect to receive vacation pay in lieu of the time off as per Article 24(a) shall so advise the Company. Vacation pay in lieu of vacations will then be paid to the employee at the next pay period or on the pay period following his anniversary date whichever comes later.
- (q) New employees hired after July 1st, 2011 will be entitled to maximum five (5) weeks of annual vacations (Article 24 (g) and (h) shall not apply).

25. GENERAL HOLIDAYS

- (a) It is agreed that all new employees shall be entitled to the following General Holidays, with pay, based on eight (8) hours, or twelve (12) hours for continuous shift employees, applicable rate provided they have been employed for a period of ten (10) working days:

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

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

All computed General Holiday pay shall include the following:

- (i) Continuous Shift Premium
- (ii) Shift Differential
- (iii) First Aid Premium
- (iv) Boiler Certificate
- (v) B.C. Trades Certificate

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

If, during the life of this Agreement the Federal or Provincial Government declares or proclaims any other day than those listed herein to be a General Holiday, then this new day will replace the Floater Day.

- (b) Employees who are required to work a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular holiday pay, receive time-and-a-half their hourly rate for all hours worked during that shift (double-time and-a-half), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.

For twelve (12) hour continuous shift employees, the Holidays will start at the start time of the day shift and end at the quitting time of the night shift. For example, if the day shift is from 0600 hours to 1800 hours and the night shift is from 1800 hours to 0600 hours, Good Friday would be considered to run from 0600 Friday until 0600 Saturday.

- (c) It is agreed that the General Holiday shall take place when specified as a General Holiday by the Federal or Provincial Governments.

(d) **Day in Lieu**

- (i) An employee shall be paid for each General Holiday even if it falls on his weekly days off, or on his annual vacation. Said employee shall take off his next available shift or if sufficient employees prefer to work such that there is a viable production operation then the employee shall so work and receive the additional pay.
- (ii) When a General Holiday falls on a regular day off for continuous shift employees, the employees shall receive another day off in lieu of the General Holiday. The days in lieu shall be scheduled to maximize one continuous shut down. The Company shall post a General Holiday schedule showing which days will be lieu days by December 1st of each year for the following calendar year.
- (iii) If a General Holiday falls during a continuous shift employee's vacation period, the employee will decide to put the holiday at the beginning or end of the vacation period. This request will be granted providing the employee's chosen day does not fall on a Saturday or Sunday. If the choice falls on a Saturday or Sunday when the other option would have it fall mid-week, the employee shall take the mid-week day off.
- (iv) Any other arrangements must be mutually agreed between the Union, Employer and affected employees.

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

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

- (f) Employees who are laid off within fourteen (14) calendar days prior to a General Holiday occurring shall be entitled to such General Holiday with pay.
- (g) Employees on continuous seven (7) day shift will take Sunday and Monday as the Good Friday and Easter Monday holidays.

Continuous shift operations will be scheduled down Christmas Day, Boxing Day and New Year's Day.

- (h) Employees may elect to have their Floater Days paid out with any remaining sick days on December 31st.

26. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer will pay the employee all monies owing to him no later than the sixth (6th) day.
- (c) When an employee leaves the employ of the Employer, for any reason, the Employer shall give the employee his Separation Certificate showing all contributions.

27. SENIORITY

(a) Seniority List

The Employer shall, every six (6) months, supply the Union with and post on the Bulletin Board, a Seniority list setting out the name, classification and date of employment of all employees who have completed the probationary period.

(b) Seniority Plant Wide

Seniority will be on a plant-wide basis.

(c) Seniority Lay-Off

- (i) The Employer may move personnel up to ninety (90) working days in order to provide a vacancy for the senior employee who is to be laid off or re-hired. The Union and the Employer will endeavour to achieve consent with such moves beyond thirty (30) working days. Moves beyond ninety (90) days will only be maintained with the consent of employees involved. After ninety (90) working days, the Employer is prepared to train the senior displaced employee where necessary. An employee having five (5) years seniority when not recalled from layoff according to Seniority shall, after thirty (30) working days, be trained to perform the job function of the junior employee.
- (ii) Layoffs and re-employment shall be based on plant-wide seniority; that is, the last person hired shall be the first person laid off and the last person laid off shall be the first person recalled, provided always that the senior employee has the necessary ability to perform the work available. The Employer will post notice of lay-off by Wednesday of any week for an employee lay-off to be effective the following Sunday providing the employee has completed the probationary period. A layoff is effective even if an employee is on one (1) of his regular days off, on vacation or leave of absence. A recall will be on a normal shift rotation basis.
- (iii) In the event of a layoff and/or reduction in the work force in a classification, the junior employees where able shall occupy job vacancies created by the layoff if such production is necessary. Should the junior employees not have the necessary experience then spare operators or other plant employees shall be used to fill such vacancies. However, the employee shall maintain his present rate of pay until such time as he is able to return to his former position. If, after one (1) year, the employee has not returned to his former position, he shall be classified into the position he has been placed into, or if the placement was the result of a consent move under Article 27(c)(i), he shall be retrained. The employee will receive the basic applicable rate of his former job or the new job whichever is higher.

(d) **Probationary Period**

- (i) A probationary period of sixty (60) days worked shall apply in the case of new employees.
- (ii) When the probationary period is completed, seniority shall commence from the original date of hiring. The Employer shall still be required to justify the dismissal or layoff of any employee who is on the probationary period.
- (iii) The Employer will provide probationary employees with written appraisals every thirty (30) days. Copies of the appraisals shall be given to the Shop Steward.

(e) **Loss of Seniority**

Seniority shall be lost and the employee's employment shall be terminated if the employee:

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

(f) **Seniority Status**

Seniority status of employees shall be maintained and accumulated during:

Absence due to temporary layoff due to lack of work for the following periods:

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

28. DAYS AND HOURS OF WORK AND OVERTIME

(a) **Guaranteed Work Week**

- (i) Each employee shall work and be guaranteed eight (8) hours each day with one half (½) hour off for lunch and a consecutive guaranteed five (5) day, forty (40) hour work week. The work week shall be Monday to Friday inclusive, except as set out in (ii) herein.

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

The above Section (i) is intended to mean a guarantee of forty (40) hours of work or pay for each employee, once such employee commences work in any calendar week 12:01 a.m. Sunday to midnight the following Saturday. The provisions of this Section will not apply in the case of shutdown necessitated by fire, flood, earthquake, gas, water and electricity failure. However, the Employer will pay employees the amount of any claim for wages if successful in its claim against the outside party causing the interruption.

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

- (ii) The forty (40) hour guarantee does not apply on the twelve (12) hour continuous shift schedule as some weeks are scheduled forty-eight (48) hours and other weeks are scheduled thirty-six (36) hours. Employees on the twelve (12) hour shift schedule are guaranteed twelve (12) hours for each day worked and guaranteed a complete continuous scheduled shift week of either forty-eight (48) hours or thirty-six (36) hours depending on which scheduled shift week commenced. Employees must work at least one (1) shift in the forty-eight (48) hour week in order to qualify for the four (4) hours overtime pay.

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

- (iii) In the event that a continuous seven (7) day shift employee would be rescheduled to eight (8) hours for a short period of time (maximum two (2) weeks or finish a pay period), the Employer will endeavour to maintain his continuous seven (7) day shift rotation even if it means he will be scheduled to five (5) day work Monday to Friday.

For short-term relief of other continuous seven (7) day shift employees (vacation, illness, injury, etc.) a Spare Operator will be moved, in preference to an Operator in the classification, if that move would result in the regular employee moving from the AB shift to the CD shift or vice versa. In such case, the regular employee may be scheduled to a five (5) day operation, while still working the twelve (12) hour shift.

- (iv) Continuous Shift length will be twelve (12) hours. Shift start times, weekly schedule and day/night rotation frequency may be determined by the employees. Once the initial schedule is chosen, it will stay in effect for a minimum of six (6) months. Shifts must rotate at a minimum frequency of every two (2) weeks and a maximum frequency of every six (6) months.
- (v) The time clock and time cards, or an equivalent means of recording attendance, shall be used for recording time, date and attendance before commencing work, and upon completion of an employee's work and all time shown thereon be paid for as stated above.
- (vi) If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked but continual tardiness will subject him to dismissal.
- (vii) When employees are advised to report for work at a specified time, they shall be paid from that time even though there may be no work for them to do, provided they are ready for work, excepting as set out in Section 28(c)(iii).
- (viii) No employee shall work more than fourteen (14) consecutive hours except in the case of emergencies. In the event an employee is required to work more than twelve (12) consecutive hours the Employer will find a replacement as quickly as possible.

(b) Hours of Work and Start Times

- (i) The daily eight (8) hours work day will not apply where employees work an afternoon or graveyard shift when the hours will be seven and one-half (7 ½)

hours with eight (8) hours pay for the afternoon shift and seven (7) hours with eight (8) hours pay for the graveyard shift. The day shift shall not start prior to 7:00 a.m., nor later than 9:00 a.m. and the afternoon shift shall not start prior to 3:30 p.m., nor later than 5:30 p.m. and the graveyard shift shall not start prior to 11:00 p.m., nor later than 1:00 a.m.

The work week will be from 12:01 A.M. Sunday until 12:00 midnight Saturday, or as close to those times as possible depending on the shift schedule and start times selected. Once an employee starts working his schedule in his week he will continue that schedule until the work week is complete.

- (ii) Where shift work is required by the Employer, shifts must be rotated at least every seven (7) days and shall be done in such a manner as to ensure that employees have a minimum of twelve (12) consecutive hours free of duty on the changeover. The Employer shall not be bound by shift rotation for spare operators.
- (iii) If any employee does not receive the said twelve (12) hour period free from duty, he shall receive the rate of time and one-half ($1\frac{1}{2}X$) for each hour of work during the said twelve (12) hours.
- (iv) Employees running machines in continuous operations may be relieved prior to the end of their shift and may punch out prior to the end of their shift.
- (v) Notwithstanding Article 42(I), in the event of the breakdown of a continuous shift machine, the employee can be assigned to any available job that he is trained to perform, without moving other employees out of the classification to accommodate him.

If an employee on continuous shift cannot perform his normal duties on the weekend due to lack of work, the Employer will assign him work in other areas normally performed by continuous shift employees.

- (vi) Employees except Spare Operators on a seven (7) day operation may only be scheduled to a five (5) day operation at the end of the work week. Employees who are transferred to a seven (7) day operation shall be given notice by Wednesday to be effective the following Sunday. This notice shall be construed as intent and not restrictive as less notice may be necessary.

(c) **Overtime**

- (i) Any hours worked in excess of eight (8) Monday to Friday as defined in Section 28 (a)(i) above in any one (1) day shall be at the rate of time and one-half ($1\frac{1}{2}X$). Any continuous seven (7) day employees who worked in excess of twelve (12) on a scheduled work day will be paid at the rate of time and one-half ($1\frac{1}{2}X$).
- (ii) All time worked on an employee's normal scheduled days off shall be at the rate of time and one-half ($1\frac{1}{2}X$).
- (iii) Any employee called in to work in any emergency after his working day has been completed shall be paid a minimum of three (3) hours pay at the rate of time and one-half ($1\frac{1}{2}X$), except when an employee is called in early immediately prior to his regular shift when he shall be paid a minimum of one (1) hour's pay at the rate of time and one-half ($1\frac{1}{2}X$).
- (iv) All overtime shall be broken down into one (1) minute units.

- (v) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned, who normally perform such work, provided the employees wish to work such overtime. All employees shall have the right to refuse to work overtime, except as set out in (xv) herein, but each refusal counts as a lost opportunity.

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

Employees applying for overtime with the least amount of overtime hours, who are capable of doing the work, shall be selected in accordance with the Employer's practice in the following order:

- (1) Employees currently posted into the classification;
 - (2) Employees scheduled into that classification for the week;
 - (3) Other employees capable of performing the work.
- (vi) Overtime will be equalized separately for employees working continuous operations and a five (5) day schedule.
 - (vii) A computer print-out showing overtime hours for each employee shall be made available to a Shop Steward every two (2) weeks.
 - (viii) If overtime is worked on a shift where shift premium is paid, the shift premium will not be included in the rate for calculation of overtime.
 - (ix) The minimum overtime pay for time worked in excess of an employee's regular daily shift shall be one (1) hour, except as set out in Article 29(d) herein.
 - (x) Should an employee be called in during his regular work week to cover one-half ($\frac{1}{2}$) of a shift not adjoining his normal shift then the employee shall be paid at one and one-half ($1\frac{1}{2}$) times his classified rate.
 - (xi) When overtime shifts have been scheduled for the weekend, pay will be based on full shifts. That is eight (8) hours pay for each shift if not working through coffee and lunch. If working through coffee and lunch, nine (9) hours of overtime pay.
 - (xii) When an employee is called in to work on one (1) of his days off he shall receive a minimum of four (4) hours' pay at overtime rates. If he does not commence working he shall receive two (2) hours' pay.
 - (xiii) Any employee called in on the twelve (12) hour continuous shift on a scheduled day off will be paid overtime.
 - (xiv) Employees working twelve (12) hour continuous shift schedule will work eighty-four (84) hours in a two (2) week period. They will be paid eighty-two (82) hours at straight time and four (4) hours at overtime rate. The overtime will be paid the last four (4) hours of the forty-eight (48) hour week provided that the employee has worked all his previous scheduled shifts that week, and he shall not refuse to work this overtime. Scheduled days off that will count towards this overtime are vacation, General Holidays, Floater Day, bereavement, banked overtime, and days required by Provincial law (e.g. Jury Duty). If the four (4) hours of overtime falls on a General Holiday and the employee is working that Holiday, the four (4) hours overtime will be paid as normal.

If not all previous scheduled shifts are worked in the forty-eight (48) hour week, the paid hours for that two (2) week period will be calculated based on the real worked time.

Continuous seven (7) day shift employees shall be available for work on all scheduled overtime shifts including if required those falling on general holidays.

- (xv) In the event that any employee other than Spare Operators commences a five (5) day Monday to Friday week and is rescheduled mid week to a seven (7) day operation, then the five (5) day schedule will be considered to be in effect such that work past forty (40) hours in a calendar week as defined in 28 (b) will be paid at the rate of time and one-half (1½X).

(xvi) **Saturday - Sunday Work**

The five (5) day Wire Drawers or Spare Operators when working overtime on weekends may load his own machine with rod by forklift truck when two (2) or less machines are operating. However, when a continuous seven (7) day Spare Operator is on shift and not substituting for a missing employee, he will load the rod for the wire draw machine.

The continuous Spare Operator and Wire Drawing Operator may load the rod booms for up to four (4) wire drawing machines on the weekend. For five (5) or more machines working a five (5) day, a Forklift Operator is required on overtime.

- (xvii) When an overtime First Aid Attendant who would not be entitled to the overtime under Article 28(c)(v) must be offered overtime to provide coverage. It will be offered in the following order to those who have signed up for scheduled overtime:

- (1) To the senior First Aid Attendant with the lowest overtime hours in the classification requiring the overtime;
- (2) By assigning a First Aid Attendant in the classification requiring overtime who can perform the work and who has volunteered to do so;
- (3) The senior First Aid Attendant with the lowest overtime hours who cannot perform the work required. In such cases, the employee may be assigned work by the Company.
- (4) By assigning First Aid duties to another employee working overtime who has the appropriate First Aid ticket but is not a designated First Aid Attendant (in such cases the employee will receive the First Aid premium while working overtime.)
- (5) By assigning the First Aid duties to a staff person who has the appropriate First Aid ticket.
- (6) In emergencies where a First Aid Attendant is required quickly to replace an absent First Aid Attendant, the Company will follow the above to find a replacement.

- (xviii) The Employer will post a voluntary overtime list on Wednesday and if an employee on the voluntary overtime list who is next in rotation is not offered the opportunity to work overtime and the employee and/or shop steward tells his supervisor that he is next in order of rotation and the supervisor nevertheless

does not offer him overtime, then he will be entitled to the payment set out in the Collective Agreement in these circumstances. In all other circumstances, if an employee is not offered the opportunity to work overtime when he is next in order of rotation, then the employee will be offered the opportunity to work overtime at the next available mutually agreed time and will be paid overtime for hours actually worked but will not be entitled to be paid for hours not worked.

(d) **Daylight Savings Time**

The employees working the shift that is reduced by one (1) hour will be paid straight time for that hour and the employees working the shift that is extended by one (1) hour will be paid time and one-half (1½X) for that hour.

(e) **Shift Preference**

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

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

- (ii) If the Employer wishes to institute any other form of shift operation, it must ratify same with the Union and the details shall be covered by a letter of understanding. The provisions of (i) and (ii) of the above shall not apply to spare operators.
- (iii) The Employer will consider any form of shift schedule for continuous operations. The decision to request an alternate shift schedule will be by a majority vote of those employees in their respective classifications.
- (iv) Wire Drawer employees will volunteer for continuous shift operations for a six (6) month time frame as provided in the thirty (30) days notice to employees. However, employees volunteering will be locked in until the end of that period.
- (v) The Company will state that any continuous shift operation will stay on a seven (7) day operation for a period of six months. Such shifts will be posted for a period of thirty (30) days prior to initiation and the shift may be continued or discontinued upon provision of thirty (30) days notice.
- (vi) Employees may request in writing to exchange complete or partial shifts. This will normally be granted provided that the two (2) employees are in the same job classification and are able to satisfactorily perform each others work and that the request is not for a permanent shift change and the frequency of change is not excessive. The twelve (12) hour shift changeover rest requirements as set out in Article 28(b)(ii) and (iii), second and third paragraphs therein shall not apply.
- (vii) The Employer will permit requests from employees in a Department operating the same or very similar equipment for steady shift work in place of rotating shifts.

29. LUNCH AND REST PERIODS

- (a) The employees shall receive one-half (½) hour off for the purpose of eating a meal as per Addenda I. Times for lunch periods may only be changed by mutual agreement between the company and the employees.

Continuous seven (7) day shift employee breaks will be one (1) before lunch and one (1) after lunch in each shift for twenty (20) minutes each. Lunch will be mid-shift for thirty (30) minutes and will be paid. Work through breaks or lunches will be paid at the overtime rates.

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

The lunch rooms shall have adequate seating based upon usage.

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

All machines may be scheduled to run or to be shut down during lunch and/or rest periods. The following options shall apply:

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

(*) this does not apply to staggered breaks and continuous operation of unattended equipment.

- (e) **Staggered Breaks and Continuous Operations of Unattended Equipment**

Time for lunch period and/or rest periods may be staggered within a classification or with any Spare Operator present in the plant, to allow for continuous operation of equipment.

The employee scheduled to work the machine will not be paid overtime during lunch and rest periods if the machine is running without him present. If he is called back while on break, he will be paid overtime.

The Employer may operate specific pieces of equipment unattended provided that such operation is consistent with WorkSafeBC safe practices. Any decision in this regard shall be done in consultation with affected personnel and Joint health and Safety Committee.

30. COMPENSATION COVERAGE

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week, to see if he or she is able to do the job he or she held at the time of injury.
- (b) If after that time it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is not possible and the employee's service is terminated, the employee shall be entitled to severance pay as per Article 33 (a). This section is subject to the Grievance Procedure.
- (c) The Employer shall notify the affected employee and the Union in writing that the Employer is disputing a Workers' Compensation claim.

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

31. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 18 herein.

32. SANITARY FACILITIES

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

Cleaning of plant washrooms, change rooms, shower facilities and lunchrooms shall be considered bargaining unit work, until the Janitor in that classification on July 1st, 2011 leaves that job. After that, the Employer may use outside cleaning services and eliminate the Janitor classification. For the purpose of this clause, staff offices and other staff work areas are not considered to be part of the plant and the Employer may use outside cleaning services.

33. SEVERANCE PAY

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

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

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

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

34. HEALTH AND SAFETY

(a) Health and Safety

- (i) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (ii) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the matter.

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

- (iii) No persons other than a qualified Maintenance man covered by this Agreement shall perform maintenance work on any equipment that comes within the scope of the bargaining unit.
- (iv) The procedure for operation of the Boiler and responsibility for same shall be discussed and agreed to by the Union and same shall be typed up and signed by both the Union and the Employer and posted in a conspicuous place in the Boiler Room.

- (v) All machinery installations must be completed, and all guards, covers, hand rails, etc., required for safe operation must be installed prior to such machine being put into actual use.
- (vi) The Employer agrees to provide adequate lighting in the parking area.
- (vii) The Employer recognizes the concerns of employees regarding fumes, dust and ventilation and will work with the Safety Committee and Health Departments of the Workers' Compensation Board with regard to these matters.

(b) **First-Aid**

- (i) It is agreed that First-Aid facilities according to the Workers' Compensation Board requirements and a qualified First-Aid Attendant shall be provided for by the Employer on each shift provided an employee on that shift will obtain a certificate.
- (ii) Should a shift not have a First-Aid Attendant the vacancy will be posted on the Bulletin Board so that employees interested may apply. An employee with a First-Aid Ticket may enjoy super seniority, consistent with Workers' Compensation Regulations at layoff. It is recognized that seniority as well as ability and St. John's Ambulance course requirements be considered in the choice of an employee applying for a posted First-Aid vacancy.
- (iii) If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). However, the employee shall have the sole right to decide if he wishes to take the course. The employee shall also be paid at his hourly rate at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.
- (iv) Employees with First Aid Tickets required to relieve the regular posted First Aid Attendant shall be paid the first aid premium for all hours worked.
- (v) When six (6) or more bargaining unit members are present, First Aid Attendants will first be chosen from bargaining unit members for all shift coverage. If no bargaining unit member is available, any qualified First Aid Attendant may be used. First preference will be given to bargaining unit members if overtime is required for First Aid Attendants.
- (vi) For the monthly work in process counts or other staff activities, if a staff member involved has a First Aid ticket that staff member will be the designated First Aid Attendant for that shift providing no more than five bargaining unit members are present.
- (vii) In the event of an employee becoming ill during his shift, the employee shall report directly to the First-Aid Attendant on his shift, stating his illness, and if the employee wishes to go home due to such illness, permission to do so will be granted by the Shift Supervisor or Area Manager and shall be so entered into the First-Aid record book.
- (viii) It is recognized by the Employer and the Union that First-Aid coverage on continuous shift operations is desirable and hence the following shall apply:

Where the Employer schedules a seven (7) day week and an employee with a First-Aid ticket applies for continuous shift he shall acquire super seniority if he

is required as a First-Aid Attendant. Should an employee post out of a seven (7) day operation or elect not to work continuous shift operation as in 27(c)(iii) the employee may lose his right for payment for his ticket in this section.

- (ix) When an employee meets with an accident at work, he or she shall be paid one (1) full day's wages for the day he or she meets with and is absent due to the accident. Employees who are injured on the job, who are required to go to a doctor or hospital, shall be provided, free of charge, transportation by either taxi, car or ambulance to the doctor or hospital and return transportation to pick up his car if able to do so, or to his home if not able to do so. If the injury is serious and no ambulance is available, a qualified First-Aid attendant, if available, shall accompany the injured man to the doctor or hospital.

(c) **Safety Committee**

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

35. MANAGEMENT RIGHTS

- (a) The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations and to hire, layoff, promote and direct the working forces, and also to demote, suspend, discipline or discharge employees when there is just cause. The Employer also has the exclusive right to assign employees to jobs, to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, to schedule the products and methods of processing and means of production and handling.
- (b) Provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.
- (c) The Employer reserves the right to establish and maintain reasonable rules and change when required in order to facilitate smooth operations. The Employer will discuss with the Union any additions or changes to the present plant rules before they are put into effect. Any change in rules that may jeopardize an employee's rights or employment under this Agreement or any unreasonable rules will be subject to the Grievance Procedure.

36. HEALTH AND WELFARE

- (a) Effective July 1st, 2011 the Employer agrees to continue participation in the Teamsters (Local 213) Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue contributions to the Plan and Fund on the following basis:
 - (i) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
 - (ii) for all other employees as of the effective date and all employees whose date of employment is after the effective date;

- (1) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits, except Dental;
- (2) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to all benefits;
- (3) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to all benefits for temporary employees;
- (4) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

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

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

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

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

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B. C. Government which has not opted out.
Group Term Life Insurance	\$55,000.00
Accidental Death & Dismemberment Insurance	\$55,000.00
Weekly Indemnity Benefits	Non-occupational coverage of \$500 per week commencing on the first day of accident, or the fourth day of illness for a maximum 26 weeks duration.
Long Term Disability Benefit	\$2,200.00 per month non-integrated
Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 75% coverage Orthodontic (Part C) - 75% coverage

Extended Health Care Benefit	\$25.00 deductible, 100% reimbursement above deductible with vision care (\$300.00 in any twenty-four (24) month period)
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms of that benefit.

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

All Health and Welfare Plan payments are to be trust monies and shall be paid to the party entitled thereto not later than thirty (30) days of the date such payments are due.

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

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

(j) Sick Leave and Personal Time Off (PTO)

On January 1st of each year five (5) day employees shall be credited with three (3) paid sick days and three (3) paid PTO days for use during that year, for a total of forty-eight (48) hours per year. Continuous seven (7) day shift employees will be credited with two (2) paid sick days and two (2) paid PTO days for use during that year, for a total of forty-eight (48) hours per year. These PTO days must be requested two (2) weeks in advance and are subject to approval by the Employer.

Employees hired after the date of the Letter of Understanding signed on 10 November 2009 are not entitled to receive paid sick days or paid PTO days.

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

Each December 31st, all accumulated time not taken pursuant to this clause shall be paid out in cash to each employee at his then current basic hourly rate (not including shift differentials or premiums).

(k) Employee Assistance Program

The Employer agrees to initiate an Employee Assistance Program without cost to the employees.

37. PENSION PLAN

The Employer will contribute two dollars and twenty-five cents (\$2.25) per hour on behalf of each employee into the Teamsters Canadian Pension Plan according to the following:

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

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

- (i) 8 hours for afternoon and graveyard shifts whether they work through coffee and lunch or not;
- (ii) hours worked on day shift whether they work through coffee and lunch or not;
- (iii) partial shift will be paid on hours worked.

38. LOSS OR DAMAGES, ETC.

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

39. ARTICLE HEADINGS

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

40. TRANSPORTATION

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

41. MEDICAL EXAMINATIONS

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

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

- (i) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
 - (ii) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours pay at straight time General Help rate of pay.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer's appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

42. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as attached hereto in Appendix "A".
- (b) If any employee is put onto a higher paid job, he shall be paid at the higher rated pay rate for a full day, for each day or part thereof that he is employed therein. This applies only when the employee is doing all regular duties of the higher paid job.
- (c) Each employee hired under a specified classification shall immediately, when he commences work, be paid the rate for that classification except as provided in 20 (a)(i), 20 (b)(v) and 20 (c)(ii).
- (d) There shall be at least one (1) Maintenance man on each shift whom the Employer shall designate as responsible for the operation of the boiler. This designate must stay on site for his entire scheduled time and is compensated by the Boiler Ticket premium. It is mandatory that all Maintenance men except Electricians holding an Electrical Trades Certificate obtain a valid permanent Engineering Certificate valid for operating the Company's Boilers within twelve (12) months from commencing work in the Maintenance job classification. An Interim Certificate shall be obtained as allowed under the Boiler Branch Regulations for a person requiring same and the employee enrolled in a suitable Boiler Course. Satisfactory progress must be made through regular studying and examination to keep the Interim Certificate. When hiring new Maintenance employees, the Company will give first consideration to applicants with Boiler Tickets.
- (e) When emergency relief is necessary to continue operations, it will be done as follows. The first move will be the Spare Operator. If no Spare Operator is available, it will be offered to the senior person in the classification. If the senior person in the classification refuses, the junior qualified person in the classification will move. If there is no junior in the classification, the junior qualified person in the plant will move.
- (f) The Employer may institute voluntary continuous operations in any work area due to business needs, and may request volunteers. Employees within a classification may volunteer to be assigned to a continuous operation. The Employer may schedule certain departments, job classifications or other groups of employees within a department and/or job classification to work either a five (5) day per week shift or a continuous operation shift as needed.
 - (i) These positions will be scheduled as per our normal weekly schedule and shall be locked in from the Sunday to Saturday of that schedule.

On occasion some shifting may be necessary during the week but not permitted on the weekend unless the machine scheduled breaks down in which case another machine for in process wire may be run.
 - (ii) If an employee scheduled for overtime does not report for work as required, the Employer may use Spare Operators to perform the work required providing the Employer has called all employees on the overtime list capable of performing the work and they have refused the work. Spare Operators may also be used in the interim while the Company is trying to arrange a substitute for the absent employee. Not reporting for scheduled overtime counts as absenteeism.
 - (iii) The principle of "one man, one machine" shall apply to employees running D-22 on continuous twelve (12) hour shifts.
- (g) Helpers will be made available to Galvanizing and Patenting Operators as required.

- (h) If decided by the Employer, during shutdown periods, Galvanizing and Patenting Line Operators must be available on a rotation basis for non-production purposes. Galvanizing and Patenting Line Operators must be available for one (1) overtime shift per month as scheduled.
- (i) All Spare Operators when assigned to a classification (i.e. to cover holidays, illness, leave of absence) shall during their assignment to a classification be entitled to receive overtime on the same basis as regular employees would in that classification. When a Spare Operator is not replacing an absent employee he will not be entitled to overtime.
- (j) In the event of the absence of the Spare Operator on Saturday and/or Sunday, quality control testing and material handling work necessary for the patenting, galvanizing, stranding and merchant products operations may be carried out by other employees on shift.
- (k) Employees successfully bidding into Spare Operator postings for continuous operations cannot exercise seniority and bump present Spare Operators on to continuous operations.
- (l) Continuous shift operators may not be used to replace any five (5) day workers on weekends unless all other avenues are exhausted to replace the five (5) day workers, including overtime.
- (m) When Wire Draw machine D-2 is running rod 35 carbon or higher and 14 mm or larger, there shall be two (2) full time operators assigned until the order or orders are completed. It is understood that D-2 is paired with another machine and that the operators will be responsible for running both machines.
- (n) Wire tying may be performed by either compactor, galvanizing helpers, Plant General Help or spare operators.
- (o) Plant General Help will be allowed to perform: coiling, rewinding, despooling, bagging, wire tying, strapping, cleaning, railcar unloading and general labour work in support of any Department, as required.
- (p) The Plant General Help can also be used to temporarily fill a job vacancy as defined in Article 20 (c)(i), and in that case only he will be paid the higher rated pay rate of such job.
- (q) Notwithstanding other provisions in this Agreement, Spare Operators may be assigned to fill any position as determined by the Employer.
- (r) Testing generally will be done by Quality Control Technicians and Spare Operators. PC Strand Operators will perform the quality control testing of PC Strand samples in the auxiliary PC Strand Test Lab.

The Employer may require Galvanizing Line Operators to perform testing of start samples.
- (s) Up to eight (8) Plant General Help employees may be employed.
- (t) The number of Spare Operators shall be determined by the Employer in its discretion to a maximum of 10 employees and Spare Operators may be assigned to fill any position as determined by the Employer.

43. SOLICITATION OF FUNDS

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

44. PAID ELECTION TIME OFF

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

45. TOOL INSURANCE

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

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

46. RAILROAD TIE-UP

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

47. BANKING OF OVERTIME

- (a) Employees may at any time direct the Company to start or stop banking of overtime, provided it does not exceed twice (2x) per year. Banked overtime will be at the rate of one (1) hour paid and one-half (1/2) hour banked for each hour of overtime worked to a maximum of forty (40) hours per year. Employees may not bank overtime from December 1st to 31st of each year.
- (b) Banked overtime will be accrued at the rate at the time of banking and will be paid accordingly. Employees may ask to have their banked overtime paid out at any time in whole or in part. Any banked time-off not taken by December 31st of each year will be paid out.
- (c) Employees aged 55 and over may bank their overtime over forty (40) hours for the purpose of early retirement without limit, provided he submits a payroll request. The bank will be paid out at retirement or such other time as the employee leaves the Company.

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

DATED at _____, this _____ day of _____, 2011.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

**APPENDIX "A"
WAGE SCHEDULE**

CLASSIFICATIONS	Effective 1-Jul-11	Effective 1-Jul-12	Effective 1-Jul-13
Electrician	\$30.27	\$30.77	\$31.27
Maintenance Man	30.27	30.77	31.27
Cleaning Line Operator	26.96	27.46	27.96
Die Maker - Wire Mill	26.96	27.46	27.96
Quality Control Technician	26.96	27.46	27.96
Shipper-Receiver	26.96	27.46	27.96
Spare Operator	26.96	27.46	27.96
Storesman	26.96	27.46	27.96
Galvanizing Line Operator	26.60	27.10	27.60
Patenting Line Operator	26.60	27.10	27.60
MP Barb Wire Operator	26.39	26.89	27.39
MP Fencing/Staple Operator	26.39	26.89	27.39
Strander Operator	26.39	26.89	27.39
Compactor	26.18	26.68	27.18
Fork Lift Operator	26.18	26.68	27.18
Wire Drawer	26.18	26.68	27.18
Helper-Galvanizing, Patenting, Rewinding, Bundling	26.18	26.68	27.18
Maintenance General Help	25.45	25.95	26.45
Janitor	20.00	20.50	21.00
Plant General Help	15.00	15.50	16.00
Weekend Student	13.45	13.95	14.45

ADDENDA I

LUNCH AND COFFEE BREAK SCHEDULE

Employer may stagger breaks within the period below:

5 Day Employees

1.	Graveyard	1 st Break	Lunch	2 nd Break
	A	1:50 - 2:00 a.m.	3:30 - 4:00 a.m.	5:50 - 6:00 a.m.
	B	2:00 - 2:10 a.m.	4:00 - 4:30 a.m.	6:00 - 6:10 a.m.
2.	Days			
	A	9:50 - 10:00 a.m.	11:30 a.m. - 12:00 p.m.	1:50 - 2:00 p.m.
	B	10:00 - 10:10 a.m.	12:00 - 12:30 p.m.	2:00 - 2:10 p.m.
3.	Afternoons			
	A	5:50 - 6:00 p.m.	7:30 - 8:00 p.m.	9:50 - 10:00 p.m.
	B	6:00 - 6:10 p.m.	8:00 - 8:30 p.m.	10:00 - 10:10 p.m.
	12 Hour Shifts Days			
1.	A	9:30 - 9:50 a.m.	12:30 - 1:00 p.m.	3:40 - 4:00 p.m.
	B	9:50 - 10:10 a.m.	1:00 - 1:30 p.m.	4:00 - 4:20 p.m.
2.	12 Hour Shifts Nights			
	A	9:30 - 9:50 p.m.	12:30 - 1:00 a.m.	4:00 - 4:20 a.m.
	B	9:50 - 10:10 p.m.	1:00 - 1:30 a.m.	4:20 - 4:30 a.m.

Note: Continuous Shift Start Times:

Days: 7:00am - 7:00 pm

Nights: 7:00pm - 7:00 am

The Employer agrees to implement a bi-weekly shift rotation as follows without affecting the current language:

Graveyard - Afternoon - Day

LETTER OF UNDERSTANDING No. 1

BETWEEN: BEKAERT CANADA LTD.

AND: TEAMSTERS LOCAL UNION NO. 213

RE: CONTRACTING OUT CONSULTATION

To aid with the interpretation and administration of Article 17 (b)(iv) of the collective agreement, the undersigned parties agree as follows:

The Employer will discuss work which is not routinely contracted out with the Maintenance Shop Steward or his designate a minimum of three (3) days prior to the work being contracted out as required by Article 17 (b) (iv).

Although Article 17 (b)(iv) does not require discussion of contracting out of work which is routinely contracted out, the Company agrees that it will provide written notice of contracting to the Maintenance Shop Steward, his designate, or in their absence, the more senior Maintenance tradesman on shift at least three (3) days prior to the commencement of work by contractors that involves the contractor working in the Bekaert Canada Ltd. plant (provided the Employer is able, in the circumstances, to give three [3] days notice), except that no notice is required for the following work:

- (a) Maintenance work in cases in which the Maintenance Electrician or Maintenance Millwright have been unable to effect repair, or have refused the overtime required to perform the work.
- (b) Emergencies.

Discussion Following Notice Under Paragraph 2

The Employer agrees, although Article 17 (b)(iv) of the collective agreement does not require the Employer to give notice or discuss with the Union 'work which is routinely contracted out', the Employer will discuss the work with the Maintenance Shop Steward, his designate, or in their absence, the most senior maintenance tradesman on shift, as soon as practicable after the notice is given but it is agreed that such discussions are not taking place under Article 17 (b)(iv). The Employer will have these discussions with the Maintenance Shop Steward before the work commences so the Maintenance Shop Steward will be informed of the scope of the work, the contractors to be called in and the estimated time frame for the work.

It is understood that the Employer is not recognizing work as bargaining unit work by giving notice or having discussions about the work.

The Union and the Employer agree that any difference over the interpretation, application or operation of this Letter of Understanding will be discussed between the Union Business Agent and the Plant Manager on behalf of the Employer no later than seven (7) days after the difference arises.

If the Union and the Employer are unable to resolve the difference, either the Union or the Employer may refer the difference for final and binding arbitration by James E. Dorsey QC who will meet with representatives of the Union and the Employer at the Plant as soon as is practicable and render a final decision within seven (7) calendar days after the meeting.

DATED AT _____, B.C., this _____ day of _____, 2011.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
