

AGREEMENT

Between

KOPPERS, INC.

ASHCROFT BRITISH COLUMBIA

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL (USW)

On Behalf Of

USW LOCAL 1-417

Effective: July 1, 2019

Expires: June 30, 2023

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Preamble:

1. WHEREAS it is the intent and the purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company, 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, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

COLLECTIVE AGREEMENT

ARTICLE I – BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the Employees of the Company at the Koppers Ashcroft Treating facility as set out in the Certificate of Bargaining Authority.
- (b) When a dispute arises as to whether or not a person is an Employee within the Bargaining Unit, it shall be subject to the Grievance procedure as provided for in Article XI, Step 3, and, in the event of failure to reach a satisfactory settlement, it shall be dealt with as provided for in Section 139(a) of the Labour Relations Code of B.C.
- (c) The term “Student Employee” applies to Employees who may be utilized for clean up on Saturdays and Sundays. Student Employees do not acquire seniority.

ARTICLE II – EMPLOYER’S RIGHTS

Section 1: Management and Direction

The Management of the operation and the direction and promotion of the Employees are vested exclusively in the Company; provided, however, that this will not be used for the purpose of discrimination against Employees.

Section 2: Hiring and Discipline

The Company shall have the right to select Employees and to discipline or discharge them for proper cause.

ARTICLE III – UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the Employees as defined in this Agreement, and to this end will present to new Employees and to all Supervisors and Foremen the Policy herein expressed.

Section 2: Union Shop

All new Employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union, and maintain membership therein throughout the term of this Agreement as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-Members

Notwithstanding anything contained in the foregoing Sections 2 and 3 of this Article, no Employee shall be subject to discharge except for refusal to pay Union Dues. If an Employee fails to pay Union Dues within seven days after the Company and the Employee have been notified by the Union of the Employee's delinquency, such Employee shall be discharged forthwith by the Company.

Section 5: Union Membership

(a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the by-laws of Local Union 1-417.

(b) Any Employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6: Check-Off

(a) The Company shall deduct from the pay of each member of the Bargaining Unit, an amount equivalent to the monthly dues, fees, and assessments prescribed by the International Constitution of the United Steelworkers.

(b) The Union will give reasonable notice to the Company of any changes in Union Dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

(c) No later than ten (10) calendar days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers, Local 1-417
181 Vernon Avenue
Kamloops, B.C. V2B 1L7

(d) The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reason (i.e. W.C.B., W.I., lay-off, etc.).

(e) The Company agrees to print the amount of total deductions paid by each Employee for the previous calendar year on his/her Annual Statement of Remunerations (T4 Slip).

Section 7: Social Insurance Number

The Company shall furnish the Union with the Social Insurance number of each Employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the Employee enters the employment of the Company, whichever date last occurs.

Section 8: Employer Deductions From Wages – Employee Benefit Plans

The Parties agree that the Company shall deduct from an Employee's wages and shall remit to the appropriate Employee Benefit plan, the Employee's contribution which is specified in any benefit plan agreed to by the Parties.

Section 9: Shop Stewards

(a) The Union shall advise the Company of the identity of all Shop Stewards.

(b) Shop Stewards shall be allowed to take up grievances during working hours after first receiving permission from the Supervisor. Such permission shall not be unreasonably denied. Grievance meetings will take place at times that least interferes with production.

Section 10: Committee Defined

For the purposes of this Agreement, when the word “committee” is used it shall mean Plant Committee, members of which are appointed by the Union.

Section 11: Composition

The Committee shall consist of not more than three (3) Employees with completed probationary period of employment with the Company who are members of the Union.

Section 12: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Committee. The Union or Committee will inform the Company in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Company unless the above noted procedure is carried out.

Section 13: Employees Outside the Bargaining Unit

Employees outside the Bargaining Unit will not perform work that is normally done by Employees in the Bargaining Unit. However, nothing in this Agreement shall be construed as prohibiting Employees outside of the Bargaining Unit from doing work for the purposes of instruction, provided ~~in doing~~ a lay-off of Bargaining Unit Employees does not result, or in the case of emergency when regular Employees are not available, provided that every reasonable effort is made to find a replacement from the Bargaining Unit, or when a Bargaining Unit worker requests the assistance of an Employee outside of the Bargaining Unit.

ARTICLE IV – HOURS OF WORK

Section 1: Regular Hours

- (a) The regular hours of work in the operation shall be eight (8), ten (10) or twelve (12) hours per day and forty (40) hours per week.
- (b) The term “work week” means that period of time commencing at 12:01 a.m. Sunday and terminating 168 hours thereafter on the succeeding Sunday midnight.
- (c) The normal work schedule for eight (8) hour shift Employees shall be five (5) consecutive days (Monday through Friday). For ten (10) hour shift Employees it will be four (4) consecutive shifts Monday through Friday. Twelve (12) hour shift Employees will work four (4) on and four (4) off averaging a forty-two (42) hour week.

The Union acknowledges that the Company may establish additional work schedules to meet operational requirements; however, a consultation with the Plant Committee must occur before moving

forward with such shift but, the decision will be that of the Company. As well, any new shift will be posted and manned as per the Collective Agreement.

Section 2: Rest Break – Lunch Break

Employees on eight (8) or ten (10) hour shifts will be provided two (2) fifteen (15) minute breaks, to be taken during the mid-two (2) hours of each half of each regular shift. Employees will be entitled to a lunch break of one-half (1/2) hour on their own time as close to mid-shift as possible. Twelve (12) hour shift Employees will also receive three (3) fifteen (15) minute breaks and will eat lunch on Company time while continuing to surveille the process. Treaters will also lunch on Company time when on eight (8) hours shifts.

Section 3:

The foregoing provision of this Article shall not be construed as guaranteeing to any Employee any number of hours of work per day or week.

Section 4: Overtime

- (a) Subject to paragraph (c) of this clause, one and one-half (1 ½) times an Employee's basic rate will be paid for work performed in excess of eight (8) or ten (10) consecutive hours per work day depending on the established work schedule.
- (b) Subject to paragraph (c) of this clause, one and one-half (1 ½) times an Employee's basic rate will be paid for work performed in excess of forty (40) hours or an average of forty (40) hours per work week. Statutory Holidays will be considered as time worked for the purpose of calculating weekly overtime.
- (c) Double the Employee's basic rate of pay shall be paid for all work in excess of twelve (12) hours in any one day.
- (d) Time and one-half (1 ½) the Employee's basic rate of pay shall be paid for all work on a day of rest, provided the Employee has worked forty (40) hours as provided for in paragraph (b) of this Section.
- (e) Overtime will be offered to the operator on shift where the overtime occurs. Secondly, it will be offered to the Senior Qualified Employee on the same shift on which the overtime occurs. Thirdly, it will be offered to the Senior Employee on another shift, competency considered.
- (f) If the overtime is being offered to an Employee who is on a day of rest, the Company will consider seniority as a factor, and will distribute the offers of overtime on a rotational basis to those employees who have previously indicated that they are interested and available for overtime opportunities on their day of rest.

ARTICLE V – CALL TIME

(a) An Employee reporting for work on the call of the Company, shall be paid his/her regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of:

(i) Two (2) hours' pay at the Employee's regular rate except when the Employee's condition is such that he/she is not competent to perform his/her duties or he/she has failed to comply with the Occupational Health and Safety Regulation of the Workers' Compensation Board (WorkSafeBC); and

(ii) If the Employee commences work, four (4) hours' pay at his/her regular rate, except where his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Company.

(b) The Parties hereby agree to work out a mutually satisfactory agreement determining the method by which the Employee will be notified, cancelling the call for work.

ARTICLE VI – SENIORITY

Section 1:

(a) Seniority means continuous unbroken service with the Company from date of hire.

(b) In the instance of promotions, the Company will recognize the principle of seniority, competency considered.

(c) In the instance of lay-offs of more than one shift and recall from lay-off, senior Employees will be the last to be laid off and first to be recalled, provided they possess the required qualifications to perform the work that is available. Lay-offs of one shift or less require no notice and work will be assigned by seniority of those on that shift, provided the senior Employee(s) are capable of performing the available work.

(d) Lay-offs that extend beyond one shift will require twenty-four (24) hour notice and senior Employees will be retained to perform the available work.

Section 2: Probationary Period

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation; the probationary period to continue for ~~thirty (30) worked shift or two hundred forty (240) hours~~ ninety (90) calendar days during which time they are to be considered temporary workers only and during this same period, no seniority rights shall be recognized. Upon completion of probation, they shall be regarded as regular Employees, and shall then be entitled to seniority, dating from the day on which they entered the Company's employ, ~~provided however, that the probationary period shall only be cumulative within the three (3) calendar months following the~~

~~date of entering employment.~~ The release of an Employee during the probationary period shall be at the sole and exclusive discretion of the Company.

(b) It is further agreed that in the application of Article VI, Section 1(a), probationary Employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Company, and is subject to the Employee being competent to perform the work. This obligation does not apply where the work will require payment of overtime.

Section 3: Reinstatement

(a) It is hereby agreed that, when rehiring, all Employees shall be notified in the following manner:

(i) Delivery of notice either orally or by letter by Company representative.

(ii) Local or long-distance telephone communication.

(iii) Registered letter.

In the case of (i) such oral notice shall be confirmed by a written notice showing date delivered, and the date and time the Employee is to return to work.

In the case of (ii) such telephone communication shall be confirmed the same day by registered letter and shall set out the date and time the Employee is to return to work.

In the case of (iii) which shall be used where it is impossible to use (i) and (ii) above, a period of up to seven (7) days within which the Employee is to return to work will be allowed, provided the Employee replies within ninety-six (96) hours of the sending of the letter in the affirmative.

(b) The Employee must reply to the call to work within ninety-six (96) hours of the sending of the call to work as in (i) and appear for work at the specified time.

(c) All recalls shall be in accordance with the Employee's seniority rights.

(d) It is agreed that all Employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.

(e) It shall be the Employee's responsibility to keep the Company informed of his or her address during lay-off.

Section 4: Retention During Lay-Off

(a) Employee with less than one (1) year of service shall retain their seniority for a period of eight (8) months.

(b) Employees with one (1) or more years of service shall retain their seniority for eight (8) months plus one (1) additional month for each year's service, up to an additional six (6) months.

(c) A laid-off Employee's seniority retention is reinstated on the completion of one day's work.

Section 5: Seniority List

It is agreed that, upon request of the Union, a list will be supplied by the Company, setting out the name and starting date with the Company of each regular Employee. However, such request shall not be granted more than twice during each yearly period September 1st to August 31st. The Company will advise the Union once each month of changes to said list.

Section 5: Training Postings

(see Appendix B)

ARTICLE VII – LEAVE OF ABSENCE

Section 1: Union Leave

The Company will grant leave of absence to Employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the Union in order that they may carry out their duties on behalf of the Union. The Parties agree that not more than two (2) Employees will be on leave at any time.

It is agreed that before the Employee receives this Leave of Absence as set forth, the Union will provide as much advance written notice as is reasonably possible but not less than seven (7) calendar days written notice will be given by the Union in order to replace the Employee with a competent substitute.

Notwithstanding the above, in the case of an emergency or other serious unanticipated requirement for Union Leave, the Union may request leave of the Company on less than seven (7) calendar days' notice, in which case the Company will consider the request. Such requests will be considered by the Company and the decision made based on operational requirements.

Section 2: Bereavement Leave

(a) When death occurs to a member of a regular full-time Employee's immediate family, the Employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for his/her regular work schedule for a maximum of three (3) consecutive days.

(b) Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, aunts, uncles, brothers, sisters, brothers-in-law, sisters-in-law, sons, daughters, mother-in-law,

father-in-law, step-parents, grandparents, grandchildren, sons-in-law, daughters-in-law, and stepchildren. ~~and grandparents in-law.~~

(c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computer overtime.

Section 3: Jury or Witness Duty

(a) Any regular, full-time Employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.

(b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 4: Compassionate, Educational, Military Service, etc. Leave

By mutual agreement, leave of absence will be granted to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational training or extended vacation purposes, conditional on the following terms:

(a) That the Employee apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.

(b) That the Employee shall disclose the grounds for the application.

(c) That the Company shall grant such leave where a bona fide reason is advanced by the Employee, or may postpone leave for educational or training purposes where a suitable replacement is not available.

(d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.

(e) Employees on extended leave of absence pursuant to this section will pay their own premiums for the Medical Services Plan, Extended Health Benefits and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the Company during such extended leave of absence.

Section 5: Pregnancy and Parental Leave

The Company will comply with the provisions of the *Employment Standards Act* (British Columbia) for pregnancy and parental leave.

Section 6: Public Office

(a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

(b) Employees elected or appointed to Federal, Provincial, or Municipal office shall be granted as much leave as is necessary during the term in office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absence from work for conducting Municipal business.

(c) The Employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

Section 7 – Domestic Violence

An employee may take ten (10) days of unpaid domestic violence leave each calendar year for the following purposes:

- (i) To allow the employee, employee's dependent child or a protected adult to seek medical attention for physical or psychological injury caused by domestic violence;
- (ii) To obtain services from a victim services organization;
- (iii) To allow the employee, employee's dependent child or a protected adult to obtain psychological or other professional counseling;
- (iv) To relocate (temporarily or permanently); and
- (v) To seek legal or law enforcement assistance, including time relating to legal proceedings.

Any leave days not used by an Employee cannot be carried over into a new calendar year.

If requested by the Company, the Employee must, as soon as practicable, provide to the Company reasonably sufficient proof in the circumstances that the Employee is entitled to the leave.

ARTICLE VIII – VACATIONS WITH PAY

With respect to annual vacations and vacation pay, the following provisions will apply:

Section 1: Two Weeks Vacation

Employees with one (1) or two (2) years continuous service shall receive eighty (80) hours vacation with pay based upon five percent (5%) of earnings or eighty (80) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 2: Three Weeks Vacation

Employees with two (2) or more years continuous service shall receive one hundred and twenty (120) hours vacation with pay based upon seven percent (7%) of earnings or one hundred and twenty (120) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 3: Four Weeks Vacation

Employees with seven (7) or more years continuous service shall receive one hundred sixty (160) hours vacation with pay based upon nine percent (9%) of earnings or one hundred and sixty (160) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 4: Five Weeks Vacation

Employees with fifteen (15) or more years continuous service shall receive two hundred (200) hours vacation with pay based upon eleven percent (11%) of earnings or two hundred (200) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 5: Six Weeks Vacation

Employees with twenty-four (24) or more years continuous service shall receive two hundred and forty (240) hours vacation with pay based upon thirteen percent (13%) of earnings or two hundred and forty (240) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 6: Seven Weeks Vacation

Employees with thirty (30) or more years continuous service shall receive two hundred and eighty (280) hours vacation with pay based upon fifteen percent (15%) of earnings or two hundred and eighty (280) hours at the hourly rate of the Employee's regular job, whichever is greater.

Section 7: Termination Calculation

An Employee who leaves the Company for any reason whatsoever shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the Employee's years of service as provided in Sections 1, 2, 3, 4, 5, and 6.

Section 8: Scheduling

Vacations for Employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired. The third, fourth, fifth, sixth and seventh weeks of vacation provided for in Sections 2, 3, 4, 5, and 6 hereof need not be consecutive with the two weeks provision provided in Section 1 hereof. Such additional week or weeks of vacation shall be taken when convenient to the Company.

Section 9: Days Considered for Determining Vacations

The following shall be considered as days actually worked for determining vacations with pay for an Employee after one (1) continuous year of employment:

- (a) Absence on Workers' Compensation up to a period of one (1) year; provided the Employee returns to his/her employment,
- (b) Absence due to illness up to a period of one (1) year, provided that the Employee returns to his/her employment. The Company shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave.
- (d) Absence due to time served on jury duty.
- (e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave of absence shall not be counted in computing vacation pay.

Section 10: Pay Entitlement Date

- (a) Outstanding accrued Vacation Pay will be paid, on a separate cheque/deposit, on the closest pay day on or before December 15.
- (b) Employees may also request a partial or full pay out of the outstanding accrued Vacation Pay, on a separate cheque/deposit, on one additional scheduled pay date prior to the December payout.
 - (i) At the discretion of the Company, a second partial or full pay out of outstanding accrued Vacation Pay will be paid in case of an emergency.

Section 11: Qualification and Computation for Vacation Pay

(a) The hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5, and 6 above, shall mean the hourly rate of the Employee's regular job at the time the Employee takes the first two weeks or more of vacation after the cut-off date.

(b) For the purposes of administration, the Company cut-off date shall be deemed to be the Employee's anniversary date for the vacation year.

(c) In order to qualify for the greater of percentage of earning or number of hours at the hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5, and 6 above, the Employee must have worked a minimum of fifteen hundred (1500) hours in his/her first year of service and a minimum of one thousand (1000) hours during his/her succeeding years of entitlement.

(i) For the purposes of calculating minimum hours as in (c) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.

(d) For the purposes of computing the requisite hours, the following will be included:

(i) All hours worked;

(ii) Statutory Holiday hours;

(iii) Jury and Crown witness duty;

(iv) Bereavement leave;

(v) Vacation hours;

(vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation provided that the Employee returns to his/her employment; and

(vii) Time not exceeding one (1) year lost as the result of non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness, the Employee had been on the payroll for not less than one (1) year and that he/she returns to his/her employment. It is understood that the Company may require that the Employee provide a certificate from a qualified medical practitioner.

ARTICLE IX – STATUTORY HOLIDAYS

(a) All eligible Employees shall receive eleven (11) holidays with pay. The holidays shall be: New Year's Day, Family Day, Good Friday, Victoria Day, Thanksgiving Day, Canada Day, B. C. Day, Labour Day, Remembrance Day, Christmas Day and Boxing Day.

And any additional General Holiday proclaimed by the Provincial or Federal Governments.

- (b) Holiday pay will be the amount the Employee would have earned had they worked their regular shift on that day.
- (c) Holidays will be observed on the day on which they occur unless another day is substituted by mutual agreement of the Union and the Company.
- (d) An Employee, to qualify for holiday pay, must comply with the following conditions:
 - (i) An Employee, to qualify for holiday pay, must have been on the payroll thirty (30) days immediately preceding the holiday and must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holidays, unless his/her absence is due to illness, compensable occupational injury, or the Employee is on authorized leave of absence.
- (e) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- (f) Notwithstanding any of the foregoing provision, if the Employee fails to work one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days, the Employee shall not be entitled to be paid for any Statutory Holiday during that period.
- (g) Student labour and probationary Employees will not receive pay for Statutory Holidays.

ARTICLE X – SAFETY AND HEALTH

Section 1: Recognition of Importance

The Company and Employees will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Company.

Section 2: Joint Health and Safety Committee (JHSC)

The Company will maintain a Joint Health and Safety Committee which shall be constituted and work in accordance with the Workers' Compensation Board (WorkSafe BC) Occupational Health and Safety Regulation.

Section 3: Safety Meetings

Safety meetings will be held during working hours at a time mutually agreed upon. Employee's time will not be deducted for attending such meetings or investigations into accidents.

Section 4: Safety Equipment

Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall, at no cost to the Employee:

- (a) Supply new Employees with the articles of equipment as required;
- (b) Supply Employees moving to another department with the equipment they require and that they do not have at the time of the move; and
- (c) Replace articles of equipment when those articles are presented worn or damaged beyond repair:
 - (i) Hard hats
 - (ii) Eye, ear and nose protective equipment
 - (iii) Gloves to an acceptable level of usage
- (d) The Company will provide a reimbursement of up to \$200.00, on submission of a receipt, for the purchase of one pair of steel toe, six-inch, lace up work boots upon hire and after every twelve (12) months' active employment. The work boots are the property of the Company and must remain at the Plant at all times. If during any twelve (12) month period and by no fault of the Employee, the pair of work boots provided have worn out and become unsafe as determined by the JHSC, the Company will reimburse up to \$200.00, on submission of a receipt, for a replacement pair of work boots.

Section 5:

The Joint Health and Safety Committee (JHSC) will add the inspection of the service road to the Plant as part of the site safety tour.

Section 6: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among Employees and Supervisors. It is therefore recognized that every Employee has the right to refuse work if he/she has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of the WorkSafeBC Occupational Health and Safety Regulation which are as follows:

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) An Employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his/her Supervisor or the Company.

(3) A Supervisor or Company receiving a report made under subsection (2) must immediately investigate the matter and,

(i) Ensure that any unsafe condition is remedied without delay; or

(ii) If in his/her opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the Employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Company must investigate the matter in the presence of the Employee who made the report and in the presence of:

(i) An Employee member of the JHSC,

(ii) An Employee who is selected by the Trade Union Representing the Employee, or

(iii) If there is no joint committee or the Employee is not represented by the Trade Union, any other reasonably available Employee selected by the Employee.

(5) If the investigation under subsection (4) does not resolve the matter and the Employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor or Company, and the Employee must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No Discriminatory Action:

(1) An Employee must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers' Compensation Act because the Employee has acted in compliance with Section 3.12 or with an order made by an officer.

(2) Temporary assignment to alternative work at no loss in pay to the Employee until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

Section 7 – Investigations

The Company will provide the Union an opportunity to participate in safety-related investigations, including at witness interviews in investigations relating to allegations of harassment, upon request of an Employee who is being interviewed as part of the investigation. It is agreed that the Company can

carry-out investigations without Union involvement in matters of urgency, where it would be impractical to do so, or where the involvement of the Union would cause undue delay.

Section 8 – Required Medical Exams

An employee who is required to obtain a periodic medical clearance shall receive two (2) hours regular wages for the time taken to attend an appointment for this purpose. An Employee who travels greater than thirty (30) kilometers from Ashcroft for the purpose of the appointment shall receive an additional two (2) hours of regular wages. An Employee may request an additional two (2) hours of wages as a result of an individual circumstance requiring additional time to attend an appointment. Such requests shall not be unreasonably denied.

Before making an appointment, the Employee shall canvass opportunities with the Company to arrange the appointment during scheduled hours, but at a time that minimally impacts operations.

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1: Grievance Defined

A grievance means any difference between the Parties to this Agreement concerning its interpretation, application, operation or alleged violation thereof, including any question as to whether any matter can be arbitrated, and also shall mean any difference arising from disciplinary action or relating to employment where it is alleged that the Company has acted in violation of this Agreement.

Section 2: Grievance Procedure

Step 1: The Employee shall take the difference to the Plant Supervisor concerned with or without the Shop Steward within fourteen (14) calendar days of the event giving rise to the difference.

Step 2: Failing settlement within fourteen (14) calendar days, the Employee and/or his/her representative shall endeavor to settle the matter with ~~the~~ the Plant Superintendent. Grievances will be reduced to writing by both Parties at Step 2 of the Grievance Procedure.

Step 3: Should no satisfactory settlement be reached, within fourteen (14) calendar days the Union Business Representative will discuss the grievance with the Plant Manager.

Step 4: If a satisfactory settlement is not reached within fourteen (14) calendar days it shall be dealt with by Arbitration as hereinafter provided.

Section 3: Abandonment

If a grievance is not initiated under Step 1 or advanced to the next stage under Steps 2, 3, or 4 within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights or recourse to

the grievance procedure shall be an end. The time limits may be extended by mutual consent of both Parties.

Section 4: Arbitration

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter can be arbitrated, during the term of the Collective Agreement a person agreeable to the Parties on a cost share basis shall, at the request of either Party:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure. The recommendations shall be the final and binding method by which grievances are resolved.

If the Parties cannot agree on an arbitrator, one will be appointed as per the provisions of the BC Labour Code.

Section 5: Union Representation

An Employee may have a Plant Committee Member present at any disciplinary meeting. The Company will provide the Employee with reasonable notice of a disciplinary meeting so that the Employee can arrange to have the Plant Committee Member present at the disciplinary meeting, provided that this does not result in undue delay of the appropriate action being taken.

Section 6: Discipline Records

Discipline will remain on the Employee's file for twenty-four (24) months and will not be used after that period, provided no other discipline has occurred during that time. In disciplinary cases involving harassment, violence, or major safety infractions, the length of time that the Company may rely on the discipline may be extended. The employee must be informed of this decision at the time of the discipline.

ARTICLE XII – HEALTH AND WELFARE

- (a) On the first day of the month following the successful completion of the probationary period, the Company will provide to regular full time Employees the following benefit program:
 - (i) Basic BC Medical;

- (ii) Weekly Indemnity Program:
 - (a) 1 – 7 – 52
 - (b) 66 ½% of earnings to a maximum weekly benefit of the EI rate + \$100, with cap at greater of maximum EI benefit of \$600 until July 1, 2021; cap at greater of EI benefit or \$700 on July 1, 2021 until June 30, ~~2024~~ 2023.
 - (iii) Life Insurance: \$120,000
 - (iv) Accidental Death & Dismemberment (AD&D): \$120,000
 - (v) Dental:
 - (a) 80% (every nine (9) months), cost of white fillings included
 - (b) 60%
 - (c) 60% under “C” Lifetime maximum of \$4,000 for adults and \$4,000 for children
 - (vi) Extended Health Benefits (E.H.B.)
 - (a) \$75 annual deductible
 - (b) Maximum lifetime benefits of \$150,000
 - (c) Vision care: \$300.00/member and dependent every two (2) years. Cost of eye exams are included.
 - (vii) RRSP/Pension – Amount under Letter of Understanding is \$2.00 per hour.
 - (viii) Medical Travel Allowance – 250 km one way from the Employee’s residence, \$1,000 maximum per year per covered individual.
- (b) The benefit program terminates on the day an Employee leaves the employ of the Company.
 - (c) Employees on lay-off will be covered up to three (3) months while on lay-off. Coverage may be continued beyond three (3) months by the Employee prepaying the premium.

ARTICLE XIII – TECHNOLOGICAL CHANGE

Section 1: Advance Notification

The Company shall notify the Shop Committee and the Union not less than two (2) months in advance of intent to institute material changes in working methods of facilities which would involve the discharge or laying off of Employees.

Section 2: Discussion

The Parties will engage in discussion regarding training, reassignment and lay-offs. Employees laid off as a result of the introduction of a new technology will receive severance of seven (7) days' pay, fifty-six (56) hours, per year of service.

ARTICLE XIV – GENERAL PROVISIONS

Section 1: Access Permission

Official Union representatives may obtain access to the Company's operations for the purposes of this Agreement by written permission which will be granted by the Company, subject to such terms and conditions as may be laid down by the Company.

Section 2: No Strike or Lockout

During the life of this Agreement the Union and the Employees agree that they will not cause, promote, sanction, participate or authorize any strike, sit-down, slowdown, sympathetic strike, or other interference with work for any cause whatsoever and the Company agrees it will not create or institute any lockout of the Employees with respect to any dispute between the Company and the Union or the Company and its Employees during the life of this Agreement.

Section 3: Permanent Closure – Severance Pay

(a) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay (a day is defined as eight (8) hours straight time pay) for each year of continuous service and thereafter for partial years in increments of completed months of service with the Company.

(b) Where a Plant is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

(c) If a Plant is indefinitely closed, and is subsequently closed, those regular full time Employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to severance provisions provided for in (a) above, based upon their seniority at the time of their layoff.

Section 4: Permanent Partial Plant Closure

(a) A permanent partial plant closure is defined as the permanent closure of:

(i) Treating Plant;

(ii) Mill

(b) Where the Treating Plant or Mill is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Company as a result of the Treating Plant or Mill relocation, they shall not be entitled to severance pay under this Article.

(c) Following the application of seniority, Employees who are not able to obtain an alternative position in the part of the plant which remains in operation and are therefore terminated because of the permanent partial closure are entitled to severance pay of ten (10) days' pay (a day is defined as eight (8) hours straight time pay) for each year of continuous service with the Company. Acceptance of severance pay results in termination of employment.

(d) If the Treating Plant or Mill is indefinitely closed, and is subsequently closed, those regular full time Employees laid off at the time of the indefinite closure or subsequently laid off will be entitled to severance provisions provided for in (c) above based on their seniority at the time of their layoff.

Section 5: Occupational First Aid

Designated Occupational First Aid Attendant(s) shall receive a premium of:

(a) Level 3 Occupational First Aid – Employees will be paid a premium of eighty-five (\$0.85) cents per hour for all hours worked. Employees currently being paid the first aid premium will continue to receive the premium while they hold a valid certificate. Newly certified (whether certified either pre-hire or post-hire by the Company or on their own) Employees will receive the premium only if designated. Once designated by the Company, an Employee remains designated.

(b) Level 1 Occupational First Aid – Employees who are designated a Level 1 Occupational First Aid Attendant by the Company, on a shift-by-shift basis, shall receive ten (\$0.10) cents per hour for the shift or for the part of the shift designated.

(c) Employees who are designated by the Company to obtain or renew their Occupational First Aid certificate will be compensated as follows:

(i) The Company will pre-pay the cost of the tuition and materials. If the Employee is unsuccessful in acquiring a certificate, the costs will be recovered by the Company.

(ii) When a Designated Occupational First Aid Attendant attends Occupational First Aid training, they will suffer no loss of pay, will be compensated for all actual time spent attending training on days off, including at overtime pay if applicable, and will be reimbursed for all actual and reasonable

expenses incurred. The training schedule will be approved by the Supervisor. Employees required to travel to renew their certificate will be reimbursed at fifty (\$0.50) cents per kilometer for such travel.

(d) Designation of Occupational First Aid Attendant(s) will be done in order of seniority from amongst Employees holding a valid Occupational First Aid certificate.

(e) When there are greater than five (5) persons onsite, a Level 3 Occupational First Aid Attendant shall be required.

Section 6: Tools

(a) The Company shall, upon signing this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its Employees which are required to be used in the performance of their work.

(b) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its Employees which are required to be used in the performance of their work, for loss by theft where the tools are stored in a designated place for safety within the control of the Company and there is forcible breaching and entering. The insurance coverage provided shall be subject to a deductible of \$50.00 in respect of each Employee's claim.

(c) The Company will repair or replace those tools referred to in (a) and (b) that are damaged or broken in the performance of regular duties. Tools will be replaced with tools of equal value.

(d) The current practice with regard to coveralls will continue.

Section 7: Road Maintenance

(a) The Company will grade the road from the gate to the Plant quarterly as determined by the JHSC.

(b) As per the status quo, the Company will continue to hire a contractor to maintain the road during the winter.

Section 8: Company Required Training

(a) The Company shall post all Company mandated training as required.

(b) When an Employee attends Company mandated training, the Employee will suffer no loss of pay, will be compensated for all actual time spent attending training on days off including at overtime pay if applicable, and will be reimbursed for all actual and reasonable expenses incurred. The training schedule will be approved by the Supervisor. Employees required to travel for Company mandated training will be reimbursed at fifty (\$0.50) cents per kilometer for such travel.

Section 9: Notice of Shift Change

(a) Except in cases of emergency or circumstances beyond the Company's control, the Company will provide five (5) days' notice if a shift schedule change is going to be implemented for a specific crew.

Section 10 – New Hires

The Company will provide the Plant Chair or Vice Chair the opportunity to meet with new hires, on Company time, not to exceed thirty (30) minutes, without disruption to operations.

ARTICLE XV – CONTRACTING OUT

(a) No regular Employee will be laid off as a result of bringing in a contractor.

(b) The Plant Committee will be notified of any new contractors brought in to work ~~on the timber deck~~. New contractors will not replace current Bargaining Unit manning requirements on the Timber Line.

ARTICLE XVI – DURATION OF AGREEMENT

The Parties hereto mutually agree that this Agreement will be in effect from July 1, 2019 and shall expire on June 30, 2023. All provisions of this Agreement will remain in effect unless changed by agreement of the Parties. If no Agreement is reached at the expiration of this Agreement it shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

INSERT SIGNATURE PAGE FROM TENTATIVE AGREEMENT

APPENDIX A - WAGES

		July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022
	CURRENT	2.50%	2.75%	2.75%	3.00%
Treating Plant OP 4th Class	36.65	37.57	38.60	39.66	40.85
Treating Plant OP 5th Class	35.7	36.59	37.60	38.63	39.79
Maintenance/Utility	35.7	36.59	37.60	38.63	39.79
Safety/Environmental	35.7	36.59	37.60	38.63	39.79
Heavy Equipment Operator	32.5	33.31	34.23	35.17	36.22
Uncertified Treating Plant OP	27.73	28.42	29.20	30.01	30.91
Timberline Operator	27.73	28.42	29.20	30.01	30.91
Mill Operator	26.42	27.08	27.83	28.59	29.45
Student Weekend Cleanup	14.07	14.42	14.82	15.23	15.68
Shift Differential	\$0.41 for straight time hours worked on a second or third shift				
New hire Probationary Period Wage for Each Classification	\$1.00 less than the applicable Appendix A wage rate for classification				
Top Yard Ground Crew Premium	\$0.50 per hour				

Note 1: The rates negotiated reflect the current duties of the various classifications. If there is a significant change in job content, the Parties agree to negotiate a new rate and, if unsuccessful, an arbitrator will, after hearing submissions, determine what if any adjustments should be made to the rate.

Note 2: If a new job in the Bargaining Unit is established, a rate will be negotiated by the Parties and if unsuccessful, the rate will be determined by an arbitrator whose primary consideration will be internal equity.

APPENDIX B – JOB POSTING

It is mutually agreed between the Company and the Union that the following protocol will be observed with respect to Job Training and Posting.

GENERAL

The general purpose of this process is that backup training is done prior to job vacancies occurring. The training positions are posted, and seniority and competency are considered when filling them. When job vacancies occur, the pool of pre-trained operators will be available to quickly fill the vacancies with minimum disruption to the operation.

JOB TRAINING

1. For the purpose of this Agreement, Maintenance/Utility, Safety/Environmental Tech, Heavy Equipment Operators, and Timberline Operators are considered bid positions. Management will post bid training positions as required in order to sustain a desired level of backup training.
2. The Company will provide bulletin boards. Training positions will be posted on such bulletin boards for a maximum of seven (7) working days.
3. An Employee who is absent and expects a position to be posted during their absence may fill out a form, supplied by their Supervisor, requesting their name be placed on the bid sheet.
4. Trainees will be selected on the basis of seniority and competency. During training, Employees may not bid on other trainee positions.
5. Trainees will be paid their regular job rate while training.
6. In the event that the trainee fails to qualify, is removed or vacates from the program:
 - (a) If less than twenty (20) training days, the next senior applicant will be selected.
 - (b) If more than twenty (20) training days, the position will be re-posted.
7. The trainee shall be given a reasonable trial period to prove he/she can do the job. The trainee shall be given proper instructions by a qualified operator/supervisor.
8. If an Employee is proving to be unsuccessful during the training, the Union will be advised.
9. When a permanent vacancy occurs, the Company will fill the vacancy with the senior qualified Employee.
10. Once a trainee qualified and the Company wishes to train other Employees for the job, the opportunity will be posted again.
11. Upon an Employee becoming qualified in a training position, the Employee will be advised in writing within three (3) working days by management.

12. No training will take place unless posted through this procedure.
13. The Company and Union will meet to discuss a qualified operator's list and training needs.
14. This Appendix B – Job Posting supersedes and replaces the 2011 Appendix B – Job Posting.

Appendix C - SELECTION OF APPRENTICESHIP PROCEDURE

1. A Joint Apprenticeship Committee shall be made up of a minimum of two (2) Employee representatives and two (2) Company representatives. The Joint Apprenticeship Committee shall be established to administer the procedures contained in this Procedure. Of the two (2) Employee representatives, one (1) will be the Plant Chair and the second will be a Tradesperson from the trade department where the apprentice will work. If there is no such Tradesperson, then the second will be a Tradesperson from the operation, as selected by the Plant Committee.

2. Apprenticeship positions will be posted internally. If there are no internal successful candidates and the Company desires to recruit and apprentice, the posting shall be made externally.
3. Candidates shall be interviewed by the Joint Apprenticeship Committee.
4. The Joint Apprenticeship Committee shall select the successful candidate based on seniority and competency as factors to be considered.
5. The successful candidate shall assume the position of "Retort Helper" for a period of ninety (90) calendar days and during such period shall maintain their previous wage rate.
6. The Joint Apprenticeship Committee shall develop a training curriculum for in-plant requirements.
7. The Joint Apprenticeship Committee shall assess the progress during the Retort Helper period. If approved, the candidate shall become a "Treating Plant Operator – Uncertified" and shall be paid the appropriate wage rate under Appendix A. If not approved, the candidate shall return to their previously held position without loss of seniority.
8. Upon attaining the position of Treating Plant Operator – Uncertified, the apprentice shall be enrolled in an appropriate 5th Class Power Engineering training course. Successful completion of the training course shall be confirmed on a quarterly basis with the following expectations:
 - (a) 3 months – minimum 25% completion
 - (b) 6 months – minimum 50% completion
 - (c) 9 months – minimum 75% completion
 - (d) 12 months – complete and signed up for provincial exam
9. There are no extensions permitted for completing the 5th Class Power Engineering Course.
10. Prior to testing, Employee will be given two (2) weeks refresher training under guidance of a Certified Power Engineer.
11. If the apprentice successfully passes the provincial exam, the Company will post a 5th Class Power Engineer posting and the apprentice shall apply.
12. If the apprentice fails the provincial exam, there shall be one re-test permitted at the Company's cost. Further attempts shall be at the Employee's cost.
13. Repeated fails of the provincial exam shall result in the Employee being returned to the previously held position.
14. Class Power Engineer Bonus - Upon successful completion of the provincial exam for 5th Class Power Engineer, an Employee who is/was in the position of Uncertified Treating Plant Operator shall

receive a lump sum bonus equal to two thousand two hundred and fifty dollars (\$2,250.00). Employees presently in the classification will participate.

Appendix D – Letter of Understanding – Safety Glasses/Earplugs

The Company will maintain the policy relating to prescription safety glasses as described in the OVP/Company Criteria for the duration of this Agreement.

The Company will maintain its ear protection program for the duration of this Agreement.

This Letter of Understanding shall expire for all purposes on June 30, 2023.

