

**COLLECTIVE AGREEMENT  
BETWEEN  
EMTERRA ENVIRONMENTAL LTD.  
AND  
UNITED STEELWORKERS, LOCAL 1-417**

**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:

**Throughout the Collective Agreement**

All gender references throughout the Collective Agreement will be gender neutral terms; They, Them, Their or Employee. The intent is not to change singular pronouns to plural pronouns.

**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 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 grievance procedure as provided for in Article XIV, 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.

## **Section 2: Bargaining Authority**

The Company agrees that the Bargaining Authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification they will recognize during the term of this Agreement is that of the Union unless ordered by due process of law to recognize some other Bargaining Authority.

## **Section 3: Bargaining Location**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining.

# **ARTICLE II - UNION SECURITY**

## **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members those bargaining unit employees who are hired after February 14, 2008 and to this end will present to such 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 (7) 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**

No Employee shall be subject to any penalties against their 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.

**Section 6: Check-Off**

- (a) The Employer 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 Employer of any changes in Union Dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer'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 Employer agrees to print the amount of total deductions paid by each Employee for the previous calendar year on the Employees Annual Statement of Remuneration (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 provided this does not violate the Privacy Act.

**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: Bargaining Unit Work**

The Company agrees bargaining unit work will be done by bargaining unit members. It is understood that occasionally management will be required to temporarily do bargaining unit work however this will only be done after all reasonable efforts have failed to fill the position with a bargaining unit member.

## ARTICLE III - COMMITTEES

### Section 1: Definition

For the purpose of this Agreement, when the word "committee" is used it shall mean the Plant & Safety Committee, members of which are appointed by the Union.

### Section 2: Composition

When serving as the Plant Committee, the Committee shall consist of two (2) Employees with completed probationary period of employment with the Company who are members of the Union. When the Committee serves as the Accident Prevention Committee, a different Employee, who has been appointed by the Union as its Safety Chair, may replace one (1) of the two (2) members appointed above.

### Section 3: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on 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 procedure is carried out.

### Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will apply in reference to Article XII, Section 2: Accident Prevention Committee, where the members are designated according to the provisions of the "Workers' Compensation Act".

## ARTICLE IV - WAGES

### Section 1: Rates

- a) The following Hourly Rates of Pay shall apply during the term of this Collective Agreement:

Classifications	Feb 28,2019	Mar 1,2019	Mar 1, 2020	Mar 1, 2021	Mar 1, 2022
Labourer *1		\$14.13**	\$14.60	\$15.20	\$15.43
Following positions		2.75% Increase**	2.75% increase	2.25% increase	2.25% increase
Plant Equipment Operator *2 – Level 1	\$15.96	\$16.40	\$16.85	\$17.23	\$17.62
Plant Equipment Operator *2 – Level 2	\$16.54	\$16.99	\$17.46	\$17.86	\$18.26
Mobile Equipment Operator *3 – Level 1	\$16.91	\$17.38	\$17.85	\$18.25	\$18.67

Mobile Equipment Operator *3 – Level 2	\$17.49	\$17.97	\$18.47	\$18.88	\$19.31
Mobile Equipment Operator *3 – Level 3	\$18.07	\$18.57	\$19.08	\$19.51	\$19.95
Working Supervisor	\$20.52	\$21.08	\$21.66	\$22.15	\$22.65
Maintenance Worker/Welder	\$22.98	\$23.61	\$24.26	\$24.81	\$25.37
Millwright	\$34.35	\$35.29	\$36.27	\$37.08	\$37.92
Driver *4 – Class 1	\$23.22	\$23.86	\$24.51	\$25.07	\$25.63
Driver *4 – Class 3	\$22.06	\$22.67	\$23.29	\$23.81	\$24.35
Driver *4 – Class 5A	\$19.58	\$20.12	\$20.67	\$21.14	\$21.61
Apprentices – Per Applicable Apprentice Contract					

\*\*The 6 individuals that are currently in the collective agreement above the Labour #1 classification will receive a one-time signing bonus of \$500.00. The existing employees below the operator level will receive a one-time signing bonus of \$250.00

\*1 - Labourer: This rate applies to Plant Employees when performing work that does not fall within any other listed classification. Operation of the Can Densifer falls within the Labourer's Classification. Employees who are classified as Labourers (see Appendix "A") shall be paid the applicable rate for other classifications, when actually working in such other classifications for one-half (1/2) shift or longer provided they have the required proficiencies (see notes 2 & 3 below)

\*2 - Plant Equipment Operator: This classification applies to Plant Employees who operate the Kilcom Baler and the American Baler (or any other piece of Baling Equipment that may subsequently be introduced). Employees will be paid the Level 1 rate when they are proficient in operating one Baler and the Level 2 rate when they are proficient in operating two or more Balers. The opportunity to become proficient on each of the balers is subject to availability of work and seniority. The applicable Plant Equipment Operator rate will be paid to Employees from a lower classification when they actually operate a Baler for one-half (1/2) shift or longer.

\*3 – Mobile Equipment Operator: This classification applies to Plant Employees who operate the Loader, Bobcat and Forklift (or any other piece of Mobile Equipment that may subsequently be introduced). Employees will be paid the Level 1 rate when they are proficient in operating one (1) piece of mobile equipment, the Level 2 rate when they are proficient in operating two (2) pieces of mobile equipment and the Level 3 rate when they are proficient in operating three (3) or more pieces of mobile equipment. The opportunity to become proficient on each piece of mobile equipment is subject to availability of work and seniority. The applicable Mobile Equipment Operator rate will be paid when Employees from a lower classification actually operate a piece of mobile equipment for one-half (1/2) shift or longer.

\*4 – In order to work as a Driver, an Employee must have and maintain all required licenses and certifications and must maintain an acceptable safety & accident record.

\*5 – When, after commencing work on any day in his/her Classification or Record, there is insufficient work in that classification and as a result the Employee bumps into a lower paying classification for the balance of that day, the Employee shall continue to be paid the rate for his/her

Classification of Record for the balance of that particular day.

b) Temporary Work in Another Classification

Employees shall perform the work that the Company requires them to perform and they shall be paid the rate for the classification in which they are working at any point in time subject to the notes attached to the Wage Schedule set out in Section (a) above , provided that when an Employee is temporarily required (not bumping and accommodation) to work in a classification that is paid below his/her classification of record (see Appendix "A"), the Employee shall have his/her normal (classification of record) rate of pay maintained while so working. The principle of seniority shall apply when there are a number of Employees with the same classification of record and there is insufficient work being performed at any point in time to keep all of them employed in that classification, with the result that one (1) or more of these Employees is temporarily required to work in a lower paying classification.

c) Rate to Apply on Bumping or Accommodation

- (i) When an Employee is laid off and bumps into another position under Article VIII, Section 4(b), their classification of record shall be changed to reflect the classification into which they bump and thereafter, the rate applicable to the position into which the Employee bumped is deemed the Employee's new classification of record. This arrangement shall continue until such time as the Employee may be recalled into their former position within their seniority retention period.
- (ii) When an Employee is injured (including WCB injuries), or otherwise disabled and the Employee is reintegrated into the work force by way of an accommodation that results in the Employee not working in their normal classification of record, the Employee shall be paid the rate for the classification in which they are working as a result of the accommodation. If this accommodation is required by law to be permanent, the Employee's classification of record shall be changed to the classification in which the Employee is being accommodated.

**Section 2: Tools**

- (a) The Company shall supply specialized tools (i.e. tools that are unique to the Company's business that would not normally be found in a maintenance Employee's personal tool box.) Specialized tools supplied by the Company under this subsection (a) shall be made accessible to all maintenance Employees.
- (b) Maintenance Employees (including Welders) shall provide all their own tools that are required in the performance of their work, other than specialized tools provided by the Company under subsection (a). Effective July 1, 2010, maintenance Employees (other than Welders) shall be paid a tool allowance of two hundred and

fifty dollars (\$250) per year (July - June). Welders shall be paid a tool allowance of fifty dollars (\$50) per year (July - June). Employees who are eligible for a tool allowance under this subsection (b) and who have not completed a full year of service on the first June 1<sup>st</sup> after starting employment, shall receive a prorated tool allowance.

- (c) The Company will repair or replace personal tools (name for name basis) that are damaged or broken by the Employee in the proper performance of their regular duties (not when the Employee has misused the tool or performed their duties in a negligent fashion). The Company will also replace any personal tool (name for name basis) that is stolen from the workplace, provided the Employee can prove that they had taken all reasonable efforts to safeguard the tool.
- (d) Within thirty (30) calendar days following May 29, 2011, the Company and the maintenance Employees shall meet in order to determine those specialized tools (as defined above) that will be supplied by the Company under subsection (a).

### **Section 3: First Aid Training**

Employees of the Company who, by mutual agreement, train or retrain for First Aid Certificates will be compensated in the following manner:

- (a) The Company will pay the cost of course tuition and materials required by those Employees who are required to take the course.
- (b) The Company will pay lost time wages to all First Aid Attendants whom it requires attend an approved first-aid training course, while so attending.
- (c) The Company will seek volunteers to take first aid training in seniority order. If an insufficient number of senior Employees volunteer to train/retrain for First Aid Certificates to meet the requirements of the applicable Health and Safety Regulations, the Company may require the applicable number of Employees to train/retrain for such certificates in reverse order of seniority.

### **Section 4: Call Back Time**

- (a) A "call-back" occurs when an Employee is required, without prior notice to report for work after having completed his/her regularly scheduled shift in the workday on which the call-back occurs or on a regularly scheduled rest day, as applicable. When the Employee has been notified that they are required to report for such additional work before leaving the workplace at the completion of their previous scheduled shift or the Employee is notified at least twenty-four (24) hours in advance that they are required to report, the work in question is deemed scheduled work and is not considered to be a call-back.
- (b) Employees, other than part-time Employees, who are called back to work, shall be guaranteed minimum remuneration equivalent to three (3) hours straight time pay or

the number of hours worked during the call out at the applicable overtime rate whichever is greater.

- (c) Part-time Employees who are called back and who have not completed sufficient straight time hours in that day or week to be eligible for overtime shall be guaranteed minimum remuneration equivalent to three (3) hours straight time pay. If and when the overtime rate applies, the Employee will be paid for the hours the Employee actually works at the applicable overtime rate, if this amount is greater than the minimum guarantee.

### **Section 5: Pay Days**

The Company will pay wages in accordance with the Provincial Regulations and furnish each Employee with an itemized statement of monthly earnings and deductions. The Company shall provide for pay days every two (2) weeks.

## **ARTICLE V - HOURS OF WORK**

### **Section 1: Hours and Overtime**

- (a) The normal full-time hours of work are defined as eight (8) straight-time hours per day and forty (40) straight-time hours per week, exclusive of unpaid meal breaks. Meal breaks shall be taken as near to the middle of each Employee's shift as operational requirements permit, provided that all full time Employees shall receive a one-half (1/2) hour unpaid meal break during each full shift completed.
- (b) Part-time Employees, who normally and regularly work less than the full-time hours, but who work longer than their normal daily hours or weekly part-time hours on any day or in any work week, shall be paid at straight time for the additional time so worked, up to and including the normal full-time daily or weekly hours, as applicable, after which overtime shall apply in accordance with Articles 8.3 and 8.4.
- (c) Subsection (a) notwithstanding, the Company reserves the right to institute a compressed workweek for any Employee whereby the affected Employee(s) may be assigned to normally and regularly work one (1) of the following compressed workweek schedules:
  - (i) Four (4) ten (10) hour shifts at straight time in each workweek, or
  - (ii) An established number of twelve (12) hour shifts at straight time rates followed by an established number of regularly scheduled days off.

If the Company intends to institute a compressed work week comprising twelve (12) hour shifts under this subsection (d)(ii), it shall notify the Union sufficiently in advance to permit the Parties opportunity to fully discuss how such compressed workweek will



function, including amendments to the Collective Agreement that may be required.

During these discussions, the Parties shall develop an Hours of Work averaging agreement pursuant to Section 37 of the *Employment Standards Act*.

- (iii) The Company shall not utilize its right to implement a compressed workweek under this section (c) on a temporary or partial (less than full week) basis. As such, in each instance that a compressed workweek is instituted for an Employee or group of Employees, it shall remain in place for at least three (3) months, unless the Company has bona fide operational reasons for cancelling such compressed workweek system.
- (d) Overtime
- (i) Except for Employees working a twelve (12) hour compressed workweek under subsection (c)(ii), the workweek for purposes of calculating weekly overtime runs from 12.01 am Sunday to the 12:00 midnight on the following Saturday.
  - (ii) Except for Employees assigned to a compressed workweek under subsection (c), overtime is defined as work that is performed in excess of eight (8) hours in any day or in excess of forty (40) hours in any workweek.
  - (iii) When overtime is worked by an Employee, other than those assigned to a compressed workweek, the following overtime rates of pay shall apply:
    - One and one-half times (1.5X) the applicable hourly rate for all hours worked in excess of eight (8) hours per day, or for all hours worked in excess of forty (40) hours per week.
    - Double (2X) the applicable hourly rate of pay for all hours worked in excess of twelve (12) hours per day, or in excess of forty-eight (48) hours per week.
    - For the purposes of determining whether weekly overtime applies, only the first eight (8) straight-time hours actually worked in each day of the week shall be counted, irrespective of how long the Employee works on any day.
  - (iv) For Employees on a ten (10) hour compressed workweek, overtime applies on a daily basis after an Employee has completed ten (10) straight-time hours actually worked that day. The time and one half (1.5) overtime rate shall apply for the first two (2) hours of overtime worked on that day, and double time (2x) for the balance of overtime worked on that

day. Overtime shall apply on a weekly basis after the Employee works forty (40) straight time hours, the same as for eight (8) hour Employees under section d (iii) above.

## **Section 2: Saturday and Sunday Work**

Those Employees who are required to regularly work on Saturday and/or Sunday shall take one (1) or two (2) other days of the week off, as applicable, to be mutually agreed between the Employee and the Company. In such event, Saturday and Sunday shall be considered normal working days and overtime rates shall not apply. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. Provided operational requirements permit, the Company shall give Employees two (2) consecutive days off each week.

## **Section 3: Notice of Shift Change**

The Company shall provide not less than twenty-four (24) hours notice when it changes an Employee's day of work. This notice requirement does not apply to a change of an Employee's shift starting and stopping times. Where less than twenty-four (24) hours notice is given when the Company changes an Employee's day of work, the Employee shall report for work at the time required on the changed day and the Company will pay time and one-half (1.5 X) for the first four (4) hours worked on the first day following the change. Overtime shall not apply when an Employee reverts back to his former day(s) of work after the change.

## **Section 4: Assignment of Overtime**

Except in the case of drivers who are required to work overtime in order to complete work on their scheduled shifts, when other overtime is to be worked, the Company shall offer such work, on a voluntary basis, to those Employees with the required skill and ability to immediately perform the work in question, in seniority order. If an insufficient number of Employees volunteer to work the overtime, the Company may assign such overtime to junior Employees with the required skill and ability to immediately perform the work, in reverse order of seniority.

## **ARTICLE VI – REST PERIODS**

- (a) All Employees shall be entitled to a fifteen (15) minute coffee break after completing two (2) hours of work. Such periods are taken during the mid two hours of each half of each regular eight (8) hour shift.
- (b) The Employer agrees to put into abeyance its policy that requires Employees to punch in and out for coffee breaks, provided that it may reinstitute this policy should it feel that Employees are abusing their fifteen (15) minute coffee break allotment. The Employer will notify the Union prior to instituting this requirement so that the Union may speak with Employees in order to rectify the

situation.

## **ARTICLE VII - CALL TIME**

An Employee reporting for work on the call of the Company, shall be paid his 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:

- (a) If the Employee does not commence work: two (2) hours' pay at the Employee's regular rate except when the Employee's condition is such that they are not competent to perform their duties, or they have failed to comply with the accident prevention regulations of the Workers' Compensation Board; and
- (b) If the Employee commences work: four (4) hours' pay at his regular rate.

## **ARTICLE VIII – SENIORITY**

### **Section 1: Principle**

- (a) The Company will recognize the principle of seniority provided that to be considered for a job or to be retained during times of layoff, the senior Employee(s) must have the required skill and ability to perform the work in question. The Company shall have the right to select Employees applying these principles. The Company shall have the right to discipline or discharge Employees for just cause.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision.

### **Section 2: Job Posting**

- (a) When the Company intends to fill a permanent vacancy in the Bargaining Unit, it shall post a vacancy notice in the workplace for three (3) working days.
- (b) Seniority shall apply in filling posted vacancies provided the senior Employee to be appointed has the required skill and ability to perform the work in question.
- (c) Employees who are selected to fill a posted vacancy shall be subject to an assessment period of up to thirty (30) working days or two hundred and forty (240) hours actually worked, whichever occurs first. During this assessment period, the Employer may return the newly promoted Employee to his/her former position if the Employee proves unsuitable and any other affected Employees shall be returned to their former positions.
- (d) Temporary vacancies resulting from illness, temporary disability or leave of absence shall not normally be posted. Seniority shall apply when the work of the absent Employee is to be performed, provided that the senior Employee to be assigned the work has the skill and ability to perform the work in question. When an

Employee is temporarily put into a higher paying position under this subsection (d) and they are removed from the position because they are found to be unsuitable, the Employee shall not be eligible to again be temporarily appointed under this subsection (d) unless they can demonstrate to the Company that they have achieved the required skill and ability. The Company shall not unreasonably deny an Employee an additional opportunity to receive a temporary appointment in such circumstances.

### **Section 3: Probationary Period**

- (a) Notwithstanding anything to the contrary contained in this Agreement, all Employees are hired on probation. The probationary period shall continue for up to sixty (60) working days or four hundred and eighty (480) hours actually worked, whichever occurs first. Probationary Employees are considered temporary workers only with no seniority rights. The purpose of the probationary period is to give the Company opportunity to determine whether a newly hired Employee is suitable for continuing employment. The Company may terminate probationary Employees, whom it finds unsuitable, without reference to any other provision of this Agreement. Employees who successfully complete probation shall be granted seniority retroactively to include the probationary period.
- (b) In the application of subsection (a) above, probationary Employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Employer and provided the probationary Employee to be called has the skill and ability to immediately to perform the work in question. This obligation does not apply where the Employee cannot be readily contacted or where the Employee has already worked one shift in the twenty-four (24) hour period.

### **Section 4: Notice of Temporary Layoff**

- (a) The Company shall give Employees as much notice as reasonably possible in the circumstances when they are to be temporarily laid off under this Agreement, but in no event less than twenty-four (24) hours notice or pay in lieu thereof, unless the circumstances giving rise to such temporary layoff are beyond the Company's control or unknown to the Company at least twenty-four (24) hours before the effective date of the layoff.
- (b) For purposes of this section (4) a "temporary layoff" is any layoff that does not exceed the Employee's recall period under Section (9) below, Retention During Layoff.

### **Section 5: Permanent Layoff Notice & Severance Pay**

- (a) The provisions of the *Employment Standards Act* of BC shall apply regarding the notice of layoff required and payment in lieu of notice by way of severance pay and when an Employee is permanently laid off (as defined in the Act).

- (b) Employees who are permanently laid off under this section (5) may within two (2) working days of receiving their layoff notice, request severance pay for part or all of the notice period they would be eligible to receive if and when their recall rights under section (9) expire. The Company may grant such requests at its discretion. Employees, who receive severance pay for part or all of their notice period under this subsection (5)(b), shall be deemed terminated in all respects and they shall not thereafter retain any rights to recall under section (9) below.

**Section 6: Rate to Apply on Bumping**

When an Employee is laid off and elects to bump into another position under Article VIII, Section 5(b), they must make the decision to do so within two (2) working days of receiving their layoff notice. If the laid off Employee elects to bump, their classification of record shall then be changed to the classification into which they bump. Thereafter, the rate applicable to the position into which the Employee bumped is deemed the Employee's new wage rate. This new arrangement shall continue until such time as the Employee is recalled into their former position or their seniority retention period expires, whichever occurs first.

**Section 7: Reduction in Forces**

- (a) In the event of a reduction of the forces, the last person hired shall be the first released provided the Employees to be retained have the required skill and ability to perform the work remaining.
- (b) Subject to the provisions of Job Posting and Seniority as referred to above, during a reduction of forces where an Employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain another position of their choice that their seniority, skill and ability will allow them to hold.

**Section 8: 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 1<sup>st</sup> to August 31<sup>st</sup>. The Company will advise the Union once each month of changes to the said list.

**Section 9: 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 a 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) or (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 their receipt of the call to work under subsection (a) and appear for work at the specified date. Employees who fail to do so will be terminated without further right of recall, provided they were physically able to respond to the call.
- (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 their address during lay-off.

### **Section 10: Retention During Lay-off**

Seniority during lay-off shall be retained on the following basis:

- (a) Employees with less than two years' continuous service shall retain their seniority for a period of six (6) months.
- (b) Employees with two (2) or more year's service shall retain their seniority for one (1) year.
- (c) A laid-off Employee's seniority retention is deemed recalled and his/her seniority retention shall be reinstated on the completion of ten (10) consecutive days' work.

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1: Injury and Illness**

The Company will grant leave of absence to Employees suffering injury or illness for a period up to six (6) calendar months, subject to a medical certificate, if requested by the Company. If the Company is not satisfied with the medical certificate it may require that the Employee be examined by a doctor of it's choosing and at its expense. The Employee

shall report or cause to have reported to the Company the injury or illness which requires their absence from work as soon as may be reasonably possible.

## **Section 2: Union Business**

- (a) The Company will grant longer-term leave of absence without pay or benefits a maximum of one (1) Employee at any one time, to Employees who are appointed or elected to Union Office. The Employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant short-term leave of absence without pay to a maximum of two (2) employees at any one time to Employees who are elected as representatives to attend Union meetings and Union conventions or as members of the Negotiating Committee with the Company in order that they may carry out their duties on behalf of the Union provided operational requirements reasonably permit such leave to be granted. Benefits shall be maintained for Employees on short-term leave under this section provided the Union reimburses the Company for the pro-rated cost of the benefits based upon the time spent on Union leave.

## **Section 3: Local Union Advised**

Any leave of absence granted to an Employee for reasons other than those set out in Sections 1 and 2, a copy of such leave shall be forwarded to the Local Union.

## **Section 4: Returning to Work**

Employees on leave of absence and/or illness for an indeterminate period or Employees, who wish to return to work prior to the expiration date of leave of absence for fixed period, shall give the Employer notice of intention to return to work in the following manner:

- (a) An Employee reporting for work on the Day Shift shall give notice during the preceding working Day Shift.
- (b) An Employee reporting for work on the Second or Third Shifts shall give notice no later than noon of the Day Shift immediately preceding his return to work.

## **Section 5: Bereavement Leave**

- (a) Employees, who have successfully completed probation, are entitled to bereavement leave in the case of the death of a member of their immediate family.
- (b) In the case of the death in the immediate family, the employee affected shall be granted the following leave of absence with full pay in the case of mother, father, husband, wife, sister, brother, children, grandparents, grand children three (3)

consecutive work days including the funeral; In the case of mother or father-in-law, sister or brother in-law, grandparents in-law, grandparents, step parents and step children two (2) consecutive work days paid and one (1) work day unpaid including the funeral.

### **Section 6: Jury or Witness Duty**

An Employee who has successfully completed probation and who is required by the Crown to serve as a juror or to be a witness for the Crown in a criminal trial (not being themselves a party to the proceeding), or who is required by the Coroner to serve as a juror or to be a witness in a Coroner's inquest, shall be granted paid leave while so serving to a maximum of twenty-four (24) hours straight time pay, provided that the Employee would have otherwise been scheduled to work on the days so served. In addition the Company shall grant the Employee unpaid leave to so serve and such unpaid time shall be counted as service for purposes of seniority.

### **Section 7: Personal Leave**

- (a) Employees are eligible to apply for personal leave of up to three (3) months duration, without pay, which requests may be granted by the Company at its sole discretion.
- (b) Employees shall be eligible to request long-term, non-emergency personal leave under this section once every four (4) years.
- (c) Employees may also apply for short-term, emergency personal leave [normally less than five (5) working days] in cases of emergency personal circumstances for the Employee or the Employee's immediate family. The Company will not unreasonably deny requests for short-term, emergency personal leave when operational requirements reasonably permit the Employee to be off and the Employee has a compelling reason for requesting the leave.
- (d) The Employee must give the Company as much notice of the leave request as reasonably possible in the circumstances, not to be less than one (1) month in the case of non-emergency long-term personal leave.
- (e) Employees who are approved for long-term non-emergency personal leave under this section (7) who wish to have their benefits continued must pay the Company one hundred percent (100%) of the cost of such benefits in advance before commencing the leave. Benefits shall be maintained in the case of short-term, emergency personal leave provided the leave does not extend beyond twenty (20) working days. Thereafter, the Employee will be responsible for reimbursing the Company for one hundred percent (100%) of the benefit costs, if the Company so requests.

### **Section 8: Pregnancy Leave**



- (a) An employee who requests leave under this section will be entitled as per Employment Standards Act
- (b) A request for leave must:
  - (i) be given in writing to the Company,
  - (ii) if the request is made during the pregnancy, be given to the Company at least four (4) weeks before the day the Employee proposes to begin leave, and,
  - (iii) if required by the Company, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection 8 (c).
- (c) A request for a shorter period under subsection 8 (a)(ii) must:
  - (i) be given in writing to the Company at least one week before the date the Employee proposes to return to work, and
  - (ii) if required by the Company, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

### **Section 9: Parental Leave**

An Employee who requests leave under this section will be entitled as per Employment Standards Act.

- (a) A request for leave must
  - (i) be given in writing to the Company,
  - (ii) if the request is for leave under subsection 9 (a)(i), (a)(ii) or (a)(iii), be given to the Company at least four (4) weeks before the Employee proposes to begin leave, and
  - (iii) if required by the Company, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (b) An Employee's combined entitlement to leave under Section 8 and Section 9 is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under subsection 8(c) or subsection 9(b).

### **Section 10: Public Office**

- (a) Provided operational requirements permit, the Company will grant leave of absence,

without pay, for campaign purposes to Employees who are 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) Provided operational requirements permit, Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such 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 their Company within thirty (30) calendar days after completion of public office.

### **Section 11: Domestic or Family Violence Leave**

The Company shall grant an employee an unpaid leave of absence for domestic violence and /or family violence without loss of seniority in accordance with its Leave of Absence Policy.

The employee and the Company will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

When the occasion arises, the Company, jointly with the Health and Safety committee, will implement workplace safety strategies including risk assessments, safety plans, training and a time effective process for resolving concerns regarding domestic violence and / or family violence.

The Company will protect the employees from adverse action or discrimination on the basis of their disclosure or experience of domestic violence.

## **ARTICLE X - VACATIONS WITH PAY**

The following provisions shall apply with respect to annual vacations and vacation.

### **Section 1: Two Weeks Vacation**

Employees who have completed twelve (12) consecutive months of employment but less than five (5) consecutive years of employment shall receive two (2) calendar weeks vacation time off, with vacation pay for the period of vacation time-off equal to four percent (4%) of the Employee’s total wages earned in the previous twelve (12) consecutive months of employment;

### **Section 2: Three Weeks Vacation**

Employees who have completed five (5) or more consecutive years of employment shall receive three (3) calendar weeks off, with vacation pay for the period of vacation time-off equal to six percent (6%) of the Employee’s total wages earned in the twelve (12) month period immediately preceding the Employee’s last anniversary date.

### **Section 3: 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 the above Sections.

#### **Section 4: Scheduling**

Vacations for Employees shall be taken at such time as mutually agreed upon by the Union Member and the Company subject to operational requirements.

#### **Section 5: Service For Determining Vacation Entitlement**

Service for purposes of each Employee's vacation entitlement shall be determined on the same basis as service for this purpose is determined under the *Employment Standards Act*.

#### **Section 6: Pay Entitlement Date**

Vacation pay shall be paid to an Employee upon request within fourteen (14) days after completion of the vacation year in which he becomes entitled to receive his vacation.

#### **Section 7: Other Provisions**

Employees who leave the Company for any reason whatsoever shall receive vacation pay at the appropriate percentage rate.

#### **Section 8: Vacation Payout**

Although it is expected that Employees take their annual vacation as time off with pay each year, it is recognized that an Employee's personal circumstances may be such that it is impossible for him/her to do so. Recognizing this fact, Employees may take part or all of their accrued vacation earnings, as pay rather than paid vacation time off each year. Employees may avail of this right twice (2X) per year. If they subsequently wish to take their vacation entitlement in that year, it shall be unpaid time off provided the Employee does not have any accrued vacation earnings remaining. Employees shall receive their vacation payout within fourteen (14) calendar of making the request in writing to the Manager. Any vacation not taken or paid out in a year shall be paid out on December 15<sup>th</sup>.

### **ARTICLE XI - STATUTORY HOLIDAYS**

#### **Section 1: Designation of Days**

- (a) Employees, who have completed thirty (30) calendar days continuous service since their date of last hire and who have earned wages on fifteen (15) of the thirty (30) calendar days immediately preceding the holiday, shall be entitled to the following general holidays with pay in accordance with this article:

New Year's Day	Good Friday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Family Day

Plus (+) any other general holiday that are in future declared by the Federal or BC Provincial Government.

- (b) Part-time Employees (i.e. those that normally and regularly work less than full-time hours) shall be paid a prorated amount for each general holiday listed above calculated by multiplying their normal basic rate by the average number of hours worked in the thirty (30) calendar day period immediately preceding the holiday and dividing that total by the number of days worked within that thirty (30) calendar day period. All hours on approved leaves during which the Employee continues to be paid by the Company shall be considered as hours worked for this purpose.

**Section 2: Work on a General Holiday**

When an eligible permanent full-time and part-time Employee is required to work on a general holiday, the Employee shall be paid at the rate of time and one-half (1.5X) for the time so worked up to twelve (12) hours and double time (2X) thereafter, plus (+) the Employee shall receive a day off with pay in lieu of the holiday at his/her normal basic rate (normally scheduled straight-time hours). This lieu day shall be taken off on the Employee's next regularly scheduled workday, operational requirements permitting. If the Company does not approve this day off as a result of operational requirements, the Employee's lieu day shall be taken at a time that is mutually agreeable to the Employee involved and the Company. This notwithstanding, Employees may elect to receive pay for such lieu day, rather than taking this lieu day off with pay.

**Section 3: Holiday Falling on a Scheduled Rest Day**

- (a) When a general holiday falls on a day when an eligible Employee is not scheduled to work, the Employee shall receive another day off with pay in lieu of the holiday to be taken at a time mutually agreeable between the Plant Manager and the Employee.
- (b) The Company and the Union's Plant Committee may, on a case by case basis, mutually agree to observe any general holiday on a different day than the day on which the general holiday falls and where the Parties so agree, the alternate day on which the holiday is observed shall be deemed the holiday for all purposes of this Agreement

**Section 4: Holiday Falling During Vacation**

When a general holiday falls during an eligible Employee's annual vacation time off, the Employee shall receive an additional day's vacation in lieu thereof, to be taken in conjunction with their vacation time off.

### **Section 5: Eligibility Requirements**

- (a) To be eligible to receive pay for a general holiday, an Employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in subsection (a) will be waived when the Employee fails to work on any of the required days because of a bona fide sickness or accident, provided that the Company is entitled to require the Employee to provide proof satisfactory to the Company that he/she was actually sick or disabled on the day(s) in question with the result that he/she could not attend work as scheduled.
- (c) If an Employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause or without obtaining leave from the Company, the Employee shall not receive any pay for such holiday.
- (d) Employees are not eligible for general holidays that occur:
  - During periods of unpaid leave
  - When they are laid off and on the recall list, or
  - When they are in receipt of WCB payments for the day(s) in question

## **ARTICLE XII - 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: Accident Prevention Committee**

The Company shall maintain in each operation an Accident Prevention Committee which shall be constituted and work in accordance with Workers' Compensation Board Accident Prevention Regulations.

### **Section 3: Safety Meetings**

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

accidents.

#### **Section 4: Notification**

The Company will inform all Employees of potential health risks or hazards at the worksite on an ongoing basis.

### **ARTICLE XIII - GRIEVANCE PROCEDURE**

#### **Section 1: Outline of Steps**

The Company and the Union mutually agree that, when a grievance arises in the plant coming under the terms of the Agreement, it shall be dealt with without stoppage of work in the following manner:

**Step 1:** The individual Employee, with a Job Steward, shall first take up the matter with the Foreman in charge of the work within fourteen (14) calendar days.

**Step 2:** If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, when the same Employee and the Committee shall take up the grievance with the Manager. If desired, the Union Business Agent shall accompany the Committee and the Manager may be accompanied by an Advisor of the Company's choosing.

**Step 3:** If the grievance is not then satisfactorily solved, it shall be referred to an authorized representative of the Union and the Management.

**Step 4:** If a satisfactory settlement is not then reached, it shall be dealt with by arbitration, hereinafter provided.

#### **Section 2: Abandonment**

If a grievance has not advanced to the next stage under Step 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved Employee, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

#### **Section 3: Grievance Meetings**

Grievance meetings shall, except in cases of emergency, and wherever possible, be held out of working hours.

### **ARTICLE XIV - ARBITRATION**

#### **Section 1: Procedure**

In the case of a dispute arising regarding the application, operation or any alleged violation of this Agreement which the Parties are unable to settle between themselves as set out in Article XIV, the matter shall be determined by arbitration in the following manner:

- (a) Either Party may notify the other Party and the Arbitrator in writing, of the question or questions to be arbitrated.
- (b) The decision of the Arbitrator shall be final and binding upon the Parties.
- (c) If the Arbitrator finds that an Employee has been unjustly suspended or discharged, the Arbitrator may order that the Employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the Employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.
- (d) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the Hearing.
- (e) The Parties will agree to a list of Arbitrators for use under this Section.
- (f) In the event that the Parties are unable to agree upon an arbitrator, either party may apply to the Labour Relations Board to have an arbitrator appointed under section 86 of the *Labour Relations Code*.

### **Section 2: Cost Sharing**

The Parties will each bear the expense and charges of its representatives on any Arbitration Board, and shall bear in equal proportions the expenses and allowances of the Chairman or sole Arbitrator, as the case may be, and the stenographic and secretarial expense, and rent.

### **Section 3: Place of Hearing**

Any Arbitration to be held hereunder shall be held at such place as may be decided by the Board.

## **ARTICLE XV – BENEFITS**

Employees who have completed six (6) consecutive months of employment with the Company and who are normally and regularly scheduled to work thirty-two (32) or more hours per week, shall be eligible for Health and Welfare Benefits pursuant to this Article XV.

**Section 1: Medical Services Plan Coverage**

Eligible Employees shall be entitled to B.C. Medical Services Plan coverage on the first (1<sup>st</sup>) day of the month following the month in which they complete six (6) consecutive months of employment. The Company shall pay fifty percent (50%) of the premium costs for such coverage for eligible Employees, provided that each eligible Employee pays the remaining fifty percent (50%) by payroll deduction.

**Section 2: Group Health and Welfare Benefits**

- (a) The Company will arrange with a carrier(s) for the provision of group Health and Welfare Benefits for eligible Employees. Eligible Employees shall be entitled to coverage for these benefits on the first (1<sup>st</sup>) day of the month following the month in which they complete six (6) consecutive months of employment. The Company shall pay fifty percent (50%) of the premium costs for such coverage for eligible Employees, provided that each eligible Employee pays the remaining fifty percent (50%) by payroll deduction.
- (b) The terms and conditions governing the provision of Health and Welfare Benefits pursuant to the contract that the Company has entered into with the carrier shall apply in all respects. And, where there is a conflict between the information described below and that contract, the carrier’s contract shall apply and take precedence.
- (c) The Company retains the right to change its Health and Welfare Benefits carrier and should it do so, the contract entered into with the new carrier shall apply and take precedence, as stated above. During the term of the first (2008 - 2011) Collective Agreement, the Company shall not initiate changes to the benefits and/or benefit levels that are in effect for bargaining unit Employees under this article XV as at February 14, 2008 solely as means of reducing the premium costs it would otherwise be required to pay in order to provide these benefits or benefit levels. It is understood that this commitment does not apply in any way to changes that are initiated by the carrier(s) that are general in nature (i.e. not specific to the Company only).
- (d) The following information about the Health and Welfare Benefits available under the Manulife Group Benefit Plan, for which the Company has currently contracted, is for general descriptive purposes only. This information is not intended to take precedence over the actual benefits and/or coverage levels established in the Company’s contract with the carrier:

Group life Insurance:	1X annual earnings
AD&D	1X annual earnings
Extended Health Benefits	<ul style="list-style-type: none"><li>• Drug Deductible: \$10.00 per prescription</li><li>• Vision Care: eye exams once per calendar year</li></ul>



	<ul style="list-style-type: none"> <li>• Professional Services (Chiropractor, etc.) - each particular service: discipline \$25 per visit, \$500 maximum in each calendar year.</li> </ul>
Dental Plan	<ul style="list-style-type: none"> <li>• Yearly Deductible: \$25 per individual, \$50 per family in each calendar year</li> <li>• Level I – Basic Services: 80% reimbursement based upon the approved fee schedule</li> <li>• Level II – Supplementary Basic Services: 80% reimbursement based upon the approved fee schedule</li> <li>• Yearly Benefit Maximums: combined level I and Level II - \$1000 per calendar year</li> </ul>
Long Term Disability	<ul style="list-style-type: none"> <li>• Benefit Level: 66.6% of the first \$2250 of basic straight-time monthly earnings plus (+) 50% of the \$2250 of basic straight time monthly earnings, plus (+) 40% of any excess amount of basic straight-time monthly earnings, to a maximum of \$4000.</li> <li>Qualifying Period: 119 days</li> </ul>

### **Section 3: Eligibility Requirements**

- (a) Employees shall not be eligible for the Health and Welfare Benefits under this article XV when:
- i) Their normal schedule of work falls below thirty-two (32) hours per week averaged over any six (6) consecutive week period,
  - ii) They are unpaid leave,
  - iii) They are laid off and on the recall list beyond the end of the month in which the layoff occurs, and/or
  - iv) They are on an approved Workers Compensation claim for longer than three (3) full and clear calendar months.
  - v) They reach age sixty-five (65), provided applicable legislation prohibits this disqualification.
- (b) Eligible Employees, who are laid off and subsequently recalled within their recall period and who were eligible for health benefits under this article at the time of their layoff, shall have such coverage reinstated at the first of the month following such recall. Employees, who are not recalled within

the recall period and who are subsequently rehired, shall be treated as new hires for purposes of health benefit entitlement.

- (c) Provided the carrier permits, eligible Employees may continue their health benefit coverage during periods of layoff on the recall list, while they are unpaid leave, or during periods spent on Workers Compensation longer than three (3) full and clear calendar months, by paying one hundred percent (100%) of the premium costs to maintain such coverage in advance.

## **ARTICLE XVI - TECHNOLOGICAL CHANGE**

### **Section 1: Definition**

For purposes of this Agreement, “technological change” is defined as a change in equipment that results in the permanent displacement of a significant number of Employees to whom the Collective Agreement applies.

### **Section 2: Notice**

The Company will give the Union and affected Employees at least sixty 60 days notice before the date on which the technological change is to be effected. The Company agrees to meet with the Union, as expeditiously as possible following the Union’s receipt of such notice, to discuss the change and to discuss the development of an adjustment plan pursuant to section 54 of the *Labour Relations Code*.

### **Section 3: Technological Displacement**

The Company shall endeavor to use normal turnover of staff shall be utilized to absorb Employees displaced by technological change, provided operational requirements permit. If displaced Employees cannot be absorbed by normal turnover and layoffs become necessary the provisions of Article VIII, Seniority, shall apply.

## **ARTICLE XVII - SAFETY EQUIPMENT**

- (a) The Company shall supply, at no cost to Employees, the following articles of equipment, plus any other articles of equipment that may be required by Work Safe BC:
  - 1. Coveralls
  - 2. Hard Hats
  - 3. Eye, Ear and respiratory protective equipment
  - 4. Gloves
- (b) The Company shall replace articles of equipment provided under this article when those articles are worn or damaged beyond repair, provided such article was not damaged as a result of negligent behaviour of the Employee and provided further

that the Employee presents such worn or damaged item to the Manager when seeking replacement; otherwise the replacement will be at the expense of the Employee.

## **ARTICLE XVIII - GENERAL PROVISIONS**

### **Section 1: Access Permission**

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

### **Section 2: No Strike Pending Grievance and Arbitration Procedure**

The Union agrees that it will not cause, promote, sanction or authorize any strike, sit down, slow down, sympathetic strike or other interference with work by the Employees for any cause whatsoever until all provisions of this Agreement relating to Grievance and Arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

### **Section 3: No Lockout Pending Grievance and Arbitration Procedure**

The Company agrees that 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 until all provisions of this Agreement relating to Grievance and Arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its Employees.

### **Section 4: Disciplinary Action**

- (a) For disciplinary meetings where a verbal or written warning, suspension or termination is being issued, the Employee shall have the option of requesting Union representation.
- (b) Employees may request the removal of any disciplinary document, other than official evaluation reports, from their personnel files after twenty-four (24) months have expired from the date such document was placed therein. The Employer shall not unreasonably deny requests under this section provided (a) there have been no further disciplinary documents placed in the Employee's file during such period and (b) the seriousness of the disciplinary infraction in question does not warrant its retention on file.

### **Section 5: Training**

- (a) When the Company intends, in any event, to train an additional member of the

bargaining unit in the operation of a piece of mobile or stationary equipment, it shall offer such training in order of seniority, provided that the senior Employee to be trained has the required skills and/or certification to operate such piece of equipment (for example: the requirement for a Class 5 Licence with air brake endorsement).

- (b) This section (7) only applies in cases where the Company is going to train an additional Employee in any event – it merely determines who is to be trained in that eventuality. The Employee receiving such training has no claim on the regular job of the incumbent(s) who normally operate the piece of equipment in question except in cases where article VIII, Section 2(d) or Article VIII, Section 5(b) apply. And, when these articles apply, the Employee is still required to demonstrate the skill and ability (of which prior training is only one (1) aspect).
- (c) The Company shall not be required to retrain any Employee under this section (7) when the Employee has previously been trained and does not thereafter have the skill and ability to operate the piece of equipment in question, unless he/she can demonstrate to the Company's that he/she has achieved the required skill and ability. The Company shall not unreasonably deny an Employee an additional opportunity to retrain in such circumstances.

#### **Section 6: New Positions or Equipment**

- (a) When the Company creates a new classification (i.e. a classification that is not listed in Article IV, Section 1), or the Company introduces a new piece of equipment, the Parties will negotiate the rate of pay to apply to such classification or piece of equipment, provided that new equipment, which does not require different certification or does not require significantly higher skill and ability to operate, shall be placed within the applicable existing classification. Should the Parties fail to agree, either party may submit the matter to arbitration to have such rate established. The rate(s) of pay established by the arbitrator under this section must be consistent with the rates negotiated by the Parties in Article IV, Section 1 (internal pay equity), external rate comparisons notwithstanding.

#### **Section 7: Terms and Conditions Applicable to Drivers**

- (a) The Company shall pay for accommodations and meals (per diem meal allowance: \$20.00 per meal, maximum \$60.00 per day) for drivers who have started work on any day and who cannot return to the Kamloops B.C. Plant, as a result of equipment failure, road closure or other acts of God.
- (b) Drivers may retain a copy of their log books for their records.

#### **Section 8: Harassment**

- (a) The Union and the Company recognize the right of Employees to work in a harassment free environment.

- (b) For purposes of this section, “harassment” means:
- (i) Sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature that the alleged harasser knows or should know is unwelcome.
  - (ii) Bullying (i.e. threats, intimidation, coercion and/or physical abuse.) This definition is intended to recognize that language and practice that is normal in the workplace does not in and of itself represent harassment.
  - (iii) Consistent discriminatory behaviour by the Company against a particular Employee that is intended to force the Employee to quit his/her employment.
  - (iv) Nothing in this section is to be interpreted or applied so as to limit or restrict in any way the Company’s ability to direct the workforce and to discipline Employees.

### **Section 9: Apprentice Contracts**

The Union shall be a signatory to all Apprentice Contracts entered into following May 29, 2011. Thereafter these contracts shall be tripartite contracts involving the Company, the Union and the Apprentice involved.

### **Section 10: Safety Boots**

Effective March 1, 2019, regular full-time Employees shall receive a boot allowance of one hundred fifty dollars (\$150) every year (July – June), no carry-over, to defray the costs of purchasing approved safety footwear to be worn at work.

### **Section 11: Contracting-Out**

No regular full-time Employee shall be laid-off as a result of contracting-out bargaining unit work.

### **Section 12: Vehicle Safety**

Drivers are responsible for the safe operation of their Company vehicles and must report any safety violation to the Operations Manager. The Company shall not require Employees to operate unsafe vehicles.

## **ARTICLE XIX - DURATION OF AGREEMENT**

### **Section 1: Effective Dates**

This Agreement shall remain in force and be binding upon the Parties from March 1, 2019 until February 28, 2023. This Agreement shall during the period of bona fide collective bargaining following its expiry and shall be deemed terminated coincidental with the moment that the Union commences any legal strike action or with the moment that the Company commences any legal lock-out action.

**Section 2: Section 50 (2) and 50 (3) Labour Relations Code of B. C. Excluded**

The Parties hereto agree that the operation of Sections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Master Agreement.

