

COLLECTIVE AGREEMENT

BETWEEN

LOWER NICOLA SITE SERVICES

AND

USW, LOCAL 1-417

Collective Agreement

BETWEEN:

LOWER NICOLA SITE SERVICES
(hereinafter called "the Employer")

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
LOCAL 1-417**
(hereinafter called "the Union")

PURPOSE:

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 Employer, 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 Employer 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:

ARTICLE I - BARGAINING AGENCY

Section 1 - Recognition

- a) The Employer recognizes the Union as the sole collective bargaining agency of the Employees of the Employer except office Employees and those Employees with the authority to hire, discipline or discharge.
- 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 XIII, 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 Party of the First Part agrees that the Bargaining Authority of the Party of the Second Part shall not be impaired during the term of this new collective agreement. The Party of the First Part agrees that the only certification they will recognize during the term of this new agreement is that of the Party of the Second Part unless ordered by due process of law to recognize some other Bargaining Authority.

Section 3 - Access to Operation

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

Section 4 - Meetings

The Employer and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between Employer and Employee. Where such meetings are held during working hours, Employee time will not be deducted for attending such meetings.

ARTICLE II - EMPLOYERS' RIGHTS

Section 1 - Management and Direction

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

Section 2 - Hiring and Discipline

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

ARTICLE III - UNION SECURITY

Section 1 - Co-operation

The Employer 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 Management the Policy herein expressed.

Section 2 - Union Shop

- a) All Employees shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.
- b) Management will not perform work that is normally done by Employees in the Bargaining Unit. However, Management may do Bargaining Unit work in case of emergency where regular Employees are not available.
 - i. Management must make all possible steps to ensure Bargaining Unit work is done by Bargaining Unit members. The Parties agree that Management may on an incidental basis, assist, provide temporary relief, training or to test equipment.
 - ii. The Union and the Employer will attempt to resolve any issues on a common sense basis.

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 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 Employer shall require all new Employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

COMPANY _____

Address _____ Date _____

I hereby authorize the Employer to deduct from my pay each month the amount of Union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers Local 1-417

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local Union financial secretary on or before the 15th of each month.

Name _____ Signature _____

(please print)

Address _____ Postal Code _____

Check No. _____ Local Union No. 1-417 Department _____

Witness _____

(ORIGINAL)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name, _____

Address _____

UNITED STEELWORKERS AFL - CIO - CLC Local Union No. 1-417

I hereby request and accept membership in the UNITED STEELWORKERS, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Date _____ Signature _____

Employed by: _____ Department: _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee\$ _____ Paid

(a) This assignment in the case of Employees already members of the Union shall be effective immediately, and for those Employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

(b) The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the Employee) to the Local Union named therein not less often than once each month, with a written statement of names of the Employees for whom the deductions were made and the amount of each deduction.

Section 7 - Social Insurance Number

The Employer 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 Employer, whichever date last occurs.

ARTICLE IV - COMMITTEES

Section 1 - Definition

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

Section 2 - Composition

The Committee shall consist of not less than two (2) Bargaining Unit Employees with completed probationary period of employment with the Employer. Wherever possible there will be a member of the Committee on every shift.

Section 3 - Notification

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

Section 4 - Exceptions

The provisions of Sections 1, 2 and 3 will not 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 V - HOURS OF WORK

Section 1 - Regular Hours of Work

Regular full-time Employees shall be scheduled under one of the following work schedules at **the following** rates:

a) 12 Hour Workday

The regular hours of work shall be twelve (12) consecutive hours per day on four (4) consecutive days and four (4) consecutive days of rest.

12 hours per day- **8 hours at straight time and 4 hours at 1.5X**

Includes a 15-minute paid break period.

Includes a 30-minute paid meal period.

b) 10 Hour Work Day

10 hours per day- **8 hours at straight time and 2 hours at 1.5X**

Includes a 30-minute paid break period.

Excludes a 30-minute unpaid meal period.

c) 8 Hour Work Day

8 hours per day

Includes a 20-minute paid break period.

Excludes a 30-minute unpaid meal period.

Should the Employer require to change regular hours of work due to operational needs, they must first meet with the Local Union and the Committee. The parties will come to an agreement that satisfies both the Union and the Employer.

Section 2 - Overtime

Overtime will be in accordance with the Employment Standards Act of B.C.

Section 3 - Shift Change

- a) Employees will receive at least 48 hours' notice of a change in Section 1. Where less than 48 hours' notice is given the Employee(s) shall report for work and the Company shall pay, time and one half (1.5x) for the first day worked following such change.
- b) Shift changes shall not be made to avoid the payment of overtime. When an Employee works one of their scheduled days off, they shall not be required to take another day off during their regularly scheduled work week.

Section 4 - Overtime Distribution

Overtime shall be distributed equitably among the qualified Employees. An Employee declining to work overtime shall be deemed to have worked in the recording of overtime distribution.

ARTICLE VI - Wages

Section 1- Rates

The wage rates for all classifications shall be as provided for in Appendix "A".

ARTICLE VII SENIORITY

Section 1 - Principle

The Employer will recognize the principle of seniority, competency considered.

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 four hundred eighty (480) hours worked during which time they are to be considered temporary workers only during the same period no seniority rights shall be recognized. Upon completion of four hundred eighty (480) hours worked, Employees shall be entitled to seniority dating from the day on which they entered the Employer's employ.

- b) Probationary Employees will be called in for work in accordance with their hiring date. If there are Employees hired on the same day the call will be based on alphabetical order unless such call in is beyond the control of the Employer, and is subject to the Employee being competent to perform the work. This obligation does not apply where the Employee cannot be readily contacted or where the Employee has already worked one shift in the 24-hour period.

Section 3 - Reduction in Forces

- a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1.
- b) 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 they are competent to do.

Section 4 - Seniority List

It is agreed that upon request of the Union a list will be supplied by the Employer setting out the name and starting date with the Employer of each regular Employee. However, such request shall not be granted more than twice during each calendar year. The Employer will advise the Union once each month of changes to the said list.

Section 5 - Retention During layoff

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

- a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- b) Employees with one (1) or more years' service shall retain their seniority for six (6) 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 6 - Job Classifications

- a) All Employees who presently hold positions in the job classifications will be grandfathered into those positions.
- b) All Employees must be made aware of any new vacancies or new positions and given an opportunity to apply. The new vacancy, new position or job classification will be awarded to the senior qualified applicant.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1 - Injury and Illness

The Employer 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. The Employee shall have a reasonable period of time to present such medical certificate. The Employee shall report or cause to have reported to the Employer the injury or illness which requires his absence from work as soon as may be reasonably possible. The Employer may grant additional leave, if requested, subject to the foregoing provisions.

Section 2 - Pregnancy and Parental Leave

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section 2(a).
- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- b) Employees shall be entitled to unpaid parental leave of up to sixty-two (62) weeks.
- c) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 2(d).
- d) An Employee's combined entitlement to leave under section 2(a) and section 2 (d) is limited to seventy-nine (79) weeks, plus any additional leave the employee is entitled to under section 2(b) or section 2(e).

Section 3 - Union Business

- a) The Employer will grant leave of absence to Employees who are appointed or elected to Union Office. The Employee who obtains this leave of absence shall return to their Employer within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Employer will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.
- c) In order for the Employer to replace the Employee with a competent substitute, it is agreed that before the Employee receives the leave of absence set forth in Clauses (a) or (b) above, the Employer shall be given notice in writing; in the case of (a) twenty (20) calendar days and in the case of (b) five (5) calendar days.

Section 4 - 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 they shall be compensated their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, foster parent, brothers-in-law, sisters-in-law, stepparents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughters-in-law, foster children, and stepchildren.

Section 5 - Jury Duty

Regular full-time Employees required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness will be granted an unpaid leave of absence.

Section 6 - Public Office

- a) The Employer 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 Employer 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 a leave of absence for their time in office.
- c) The Employee who obtains this leave of absence shall return to their Employer within thirty (30) calendar days after completion of public office.

Section 7- Family Responsibility and Compassionate Care Leave

Family Leave:

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave:

- a) In the following sub-sections "family member" means a member of the Employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the Employee as a member of the employee's family.

- b) An Employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
 - i. the date the certificate is issued, or
 - ii. if the leave began before the date the certificate is issued, the date the leave began.
- c) The Employee must give the employer a copy of the certificate as soon as practicable.
- d) An Employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - i. the family member dies;
 - ii. the expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an Employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

Section 8 - Compassionate Leave

The Employer will grant leave of absence up to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the Employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the employee shall disclose the grounds for application.
- c) That the Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- d) That the Employer shall be required to consult with the Committee in respect of any application for leave under this Section.

Section 9 - Written Permission

Any Employee desiring leave of absence must obtain permission in writing from the Employer for such leave, except in cases of injury or illness covered by Section 1 above.

Section 10 - Domestic Violence Leave of Absence

The Employer shall grant Domestic Violence leave in accordance with applicable legislation.

ARTICLE IX - VACATIONS WITH PAY

Regular full-time Employees shall receive vacation entitlement as follows:

Years of Continuous Service	Vacation Entitlement	Vacation Paid on Each Cheque
Start	2 weeks	4%
After completion of 5 years	3 weeks	6%
After completion of 10 years	4 weeks	8%

Employees will be paid vacation on each cheque.

ARTICLE X- STATUTORY HOLIDAYS

Section 1 - Designation of Days

- a) Regular full-time Employees will receive the following paid holidays: New Year's Day, BC Family Day, Good Friday, Victoria Day, Aboriginal Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Christmas Day.
- b) Any new statutory holiday created by the Provincial or Federal Governments will automatically be recognized.

Section 2 - Statutory Holiday Pay

- a) Regular full-time Employees will be eligible for statutory holiday pay as follows:
 - i. Amount hours worked over the last 30 calendar days divided by days worked in 30 calendar days prior to the Statutory Holiday.
 - ii. Holiday pay and Statutory Holiday pay received by the Employee will be included in the calculation as pay for the prior 30 calendar days.
 - iii. The Employee has worked their last scheduled day before the statutory holiday and the first scheduled day after the statutory holiday.
- b) An eligible regular full-time Employee who works on a statutory holiday shall be paid, in addition to 8 hours of statutory holiday pay, time and one half (1.5x) their regular rate.

ARTICLE XI - CALL TIME

Section 1 - Where No Work

Any Employee who is called for work and on reporting finds no work available due to reasons beyond their control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives sufficient notice cancelling said call.

Section 2 - Where Work Commences

In the event that an Employee commences work on their shift and the operation closes prior to the completion of two (2) hours' work, the Employee shall receive four (4) hours' pay at the Employee's regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, when two (2) hours must be paid.

ARTICLE XII - SAFETY AND HEALTH

Section 1 - Recognition of Importance

The Employer and Employees will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures.

Section 2 - Accident Prevention Committee

The Employer shall maintain 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 - Right to Refuse Unsafe Work

The Employer 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 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 WorkSafe BC 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. A worker 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 or her supervisor or employer.

3. A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and,
 - a. ensure that any unsafe condition is remedied without delay, or
 - b. if in his or 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 worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of,
 - a. a worker member of the joint committee,
 - b. a worker who is selected by a trade union representing the worker, or
 - c. if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
5. If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

1. A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers Compensation Act because the worker 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 worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

Section 5 - inspections

A Union Member of the Health and Safety Committee or their designate shall accompany any inspector during workplace visits.

Section 6 - Serious Incidents and Fatalities

Investigations under this section must be carried out by persons knowledgeable about the type of work involved and, with the participation of the employer or a representative of the employer, and a worker representative selected by the local union. In addition, the company will notify the local union office and a representative of the Union shall have access to the incident site.

Section 7 - Employee Safety Guidelines

The parties agree that safety is paramount and for purposes of ensuring safety only, and without restricting the Employer's rights under the Collective Agreement to assign any work to Employees, it is agreed that when performing work, Employees will only perform work within the scope of their training and qualifications.

Section 8 - Injured Employee - Daily Earnings

Where an Employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the Employee not return to work on that day, the Employer will maintain the Employee's normal daily earnings for the day of injury.

Section 9 - Personal Protective Equipment (PPE)

The Employer shall provide, at no cost to the Employees:

1. Gloves
2. Hard Hats
3. Respirator
4. Ear plugs
5. High Vis Vests
6. Protective Eyewear
7. Any other personal protective equipment required in accordance with the Mines Act and BC Workers Compensation regulation or legislation.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1 - Outline of Steps

The Employer 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 or without a Job Steward, shall first take up the matter with Management in charge of the work as soon as possible but not later than fourteen (14) calendar days.

Step 2:

If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, and referred to an authorized representative of the Union and Management.

Step 3:

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

ARTICLE XIV - ARBITRATION

Section 1 - Appointment

The Parties will endeavor to agree upon an Arbitrator to hear the matter. If the Parties are unable to agree upon an Arbitrator, then either party may apply to the Minister of Labour of the Province of British Columbia to appoint an Arbitrator.

Section 2 - Cost Sharing

The Parties of the First and Second Parts 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.

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 - JOB SECURITY

Section 1 - Job Security Provisions

- a) The Employer agrees not sell, lease, transfer, or otherwise dispose of its business, or merge with another entity, unless the agreement contains provisions expressly recognizing the purchaser, lessee, transferee, or other entity, as the case may be, as the successor employer for all purposes under this Collective Agreement and under the British Columbia Labour Relations Code, and agreeing to be bound by the Collective Agreement.
- b) In the case of a sale, lease, transfer, disposition, or merger per (a), above, Employees may elect to be treated as laid off, in which case they shall be treated in accordance with the layoff provisions in Article VII of the Collective Agreement.

ARTICLE XVI - HEALTH AND WELFARE PLAN

Section 1 - Group Benefits Plan

Regular-full time Employees who have completed their probation period will be enrolled in the Employer's Group Benefits Plan. The Employer is responsible for 100% of the cost of the premiums.

Should the Employer change Benefit Providers, it is agreed the benefits will be equal or greater to the current plan.

Section 2 - Extended Health

Deductible (single / family): No Deductible

Plan Maximum: There is an unlimited lifetime maximum per person for in province/territory eligible expenses. Eligible expenses are subject to the terms and conditions

of the contract, including reasonable and customary (R&C) limits. Please visit your Pacific Blue Cross online Member Profile or contact us for more details.

Prescription Drugs Coverage: 80%
After \$1,000 has been paid for a person in a calendar year, further Eligible expenses for that person within that year will be reimbursed at 100%, subject to the Contract maximums for this benefit.

Charges for drugs which legally require a prescription from a physician or dentist and are dispensed by a pharmacist, physician, dentist or primary healthcare nurse practitioner.

All Other In Province/Territory Eligible expenses: 100%

Drug Card: Yes
Drugs for Smoking Cessation: Lifetime maximum of \$150

In-Province/Territory Medical Travel: 100%

In-Province/Territory Hospital Accommodations: 100% Semi-private and private

Hearing Aids: \$600 in a 5-calendar year period

Private Duty Nursing: Private duty care by a registered nurse for a person with an acute condition in the person's home, limited to a maximum of \$10,000 per calendar year or \$25,000 per lifetime, whichever comes first. Services of a private duty nurse require referral by a physician.

Orthopedic Shoes: Custom fitted orthopedic shoes (including repairs) and modifications to stock item footwear to a maximum in a calendar year period of \$400.

Orthotics: Custom made orthotics to a maximum of \$350 per person per calendar year

Para medicals: -Chiropractor \$500/person/calendar year

-Naturopath \$500/person/calendar year

-Physiotherapist \$500/person/calendar year

-Massage Therapist \$500/person/calendar year

-Psychologist, Clinical Counsellor or Registered Social Worker combined \$500/person/calendar year

- Podiatrist \$500/person/calendar year
- Speech Therapist \$500/person/calendar year
- Acupuncture \$500/person/calendar year
- Osteopath \$500/person/calendar year
- Homeopath \$100/person/calendar year
- Dietitian \$200/person/calendar year

Reimbursement will be limited to reasonable and customary (R&C) charges, in addition to any specific limitations and maximums stated.

- Termination Age:** Earlier of retirement or age 85
- Survivor Extension:** 24 months without payment of premium
- Conversion:** Included

Section 3 - OUT OF PROVINCE/TERRITORY/COUNTRY

The out of province/territory/country coverage is intended to cover emergency medical expenses incurred by you and your dependents while traveling outside of your province/territory/country of residence. This coverage is intended to supplement your provincial medical plan and is subject to provisions such as, but not limited to, submission deadlines, the plan deductible, plan maximums and reasonable and customary charges. An emergency is defined as a sudden unplanned occurrence of an acute condition demanding immediate medical attention.

Out of Province/Territory/Canada: 100%

- Emergency Expenses
- Medical Referral
- Travel Medi-Assist

Maximum Number of Days per trip: In coordination with your provincial health care plan

Plan Maximum: There is a \$3,000,000 lifetime maximum per person for out-of-province/territory emergency. Eligible expenses are subject to the terms and conditions of the contract.

Out of Province/Territory/Country

Non-Emergency Expenses: Same as In-Province/Territory Eligible Expenses

Termination Age: Earlier of retirement or age 85

Travel insurance (Baggage loss, trip cancellation or trip interruption): Not included

Section 4 - VISION CARE

Vision Care Coverage: 100%

Lenses, frames, contact lenses, laser eye surgery, prescription sunglasses, prescription safety goggles and vision care repairs combined:

Adults: \$350 per person per 24 months
Children: \$350 per person per 12 months

Eye Exams

Subject to the R&C charges:

Adults: one exam every 24 months
Dependent Children: one exam every 12 months

Section 5 - DENTAL

Deductible (single/family):

Nil

Dental Fee Guide:

Pacific Blue Cross Fee Schedule

Specialist Fee Guide:

Fee schedule + 10%

Basic Services:

80%

Maximum:

\$2,500/calendar year combined with Major Services

Check Up Frequency:

2 per person per calendar year

Major Restorative Services:

50%

Maximum:

\$2,500/calendar year combined with Basic Services

Orthodontics:

50%

Maximum:

\$2,500 lifetime maximum per person

Coverage:

Adults and dependents

Termination Age:

Earlier of retirement or age 85

Survivor Extension:

24 months without payment of premium

Conversion:

Included

Basic Services – service for the care and maintenance of teeth. Includes exams, scaling, polishing, fluoride, fillings, x-rays, extractions, root canal therapy, and denture relining/rebasing, repairs, or adjustments.

Major Services – services for the replacement of missing teeth or reconstruction of teeth. Includes crowns, dentures and/or bridgework.

Orthodontics - includes treatment to straighten teeth/correct the bite.

Section 6 - LONG TERM DISABILITY

Schedule:

Up to \$3,000

Maximum Benefit:

Up to \$3,000

Non-Evidence Maximum:

\$3,000

Tax Status:	Taxable
All Source Maximum:	80% of total monthly earnings
Elimination Period:	119 calendar days, or the duration of the benefit period under the Short-Term Disability plan (if applicable to your group) or sick leave benefit, whichever is later
Maximum Benefit Period:	To age 65
Definition of Disability:	LTD benefits are payable for the first 24 months following the waiting period if disease or injury prevents you from performing the essential duties of your regular occupation. After 24 months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job.
Termination Age:	Earlier of retirement or age 65

Section 7 - BASIC LIFE

Schedule:	Flat benefit \$75,000
Overall Maximum:	Flat benefit \$75,000
Non-Evidence Maximum:	Flat benefit \$75,000
Age Reduction:	Reduces by 50% at age 65
Termination Age:	Earlier of retirement or age 70
Conversion:	Included

Section 8 - DEPENDENT LIFE

Spouse:	\$10,000
Each Child:	\$5,000
Termination Age:	Earlier of retirement or age 70

Section 9 - BASIC AD&D

Principal Sum:	Matches Basic Life Benefit
Overall Maximum:	Matches Basic Life Benefit
Age Reduction:	Reduces by 50% at age 65
Termination Age:	Earlier of retirement or age 70
Critical Illness Cancer Rider:	5% of the Principal Sum up to a maximum of \$5,000 (one-time benefit)

ARTICLE XVII - GENERAL PROVISIONS

Section 1 - Disciplinary Authority

For formal disciplinary meetings, where a written warning, suspension or termination is being issued, the Employee shall have Union representation.

Section 2 - Discrimination and Harassment

- a) The Employer will not discriminate against Employees because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender expression or age of that person (as defined by the *Human Rights Code*), or because that person has been

convicted of a criminal or summary conviction offence that is unrelated to the employment of that person.

- b) The Employer will not tolerate or condone behavior that is likely to undermine the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment.
- c) The Employer and an outside Union Representative will jointly investigate written harassment complaints.
- d) Management shall not discriminate against any person for Union involvement.

Section 3 - Temporary Job Classification Change

If an Employee is moved to a higher job classification and the rate is higher than that of their regular job classification, they will collect the higher rate of pay for the time they are doing the job.

If an Employee is moved to a lower job classification and the rate is lower than that of their regular job classification, they will continue to collect the higher rate of pay for their regular job.

Section 4 - Sunset Clause

All warnings and suspensions shall be deemed void after twenty-four (24) months from the date of issue, providing the employee has received no further discipline.

ARTICLE XVIII - DURATION OF AGREEMENT

Section 1 - Effective Dates

The Parties hereto mutually agree that this Agreement shall be effective from October 1, 2022, to September 30, 2025 and thereafter from year to year unless written notice of contrary intention is given by either Party within four (4) months immediately preceding the date of expiry. The Notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding September 30, 2025. If no agreement is reached at the expiration of this Contract, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.

**APPENDIX "A"
JOB CLASSIFICATION AND WAGE RATES**

	Upon Ratification	October 1, 2022 3%	October 1, 2023 3%	October 1, 2024 3%
Operator	\$32.58	\$33.56	\$34.57	\$35.61

* At Ratification - \$1000 signing bonus/employee

JOB CLASSIFICATION AND WAGE RATES

Operator		Current Rate	Oct 1 2022	Oct 1 2023	Oct 1 2024
Step 1 (80% of Operator)	Starting Wage	\$26.06	\$26.85	\$27.66	\$28.49
Step 2 (85% of Operator)	After 1000 Hours Worked	\$27.69	\$28.53	\$29.39	\$30.27
Step 3 (90% of Operator)	After 2000 Hours Worked	\$29.32	\$30.20	\$31.11	\$32.05
Step 4 (95% of Operator)	After 3000 Hours Worked	\$30.95	\$31.88	\$32.84	\$33.83
Step 5 (Operator)	After 4000 Hours Worked	\$32.58	\$33.56	\$34.57	\$35.61

Operator Training Progression

Step 1	Starting Wage	80% of the Operator Rate
Step 2	After 1000 hours worked	85% of the Operator Rate
Step 3	After 2000 hours worked	90% of the Operator Rate
Step 4	After 3000 hours worked	95% of the Operator Rate
Step 5	After 4000 hours worked	100% of the Operator Rate

Employees designated as Lead Hands will be paid an additional \$2.00 per hour when designated. Employees designated as Foremen will be paid an additional \$3.00 per hour when designated.