

Collective Agreement

Between



BioNorth Energy

Its successors or assigns (Hereinafter called the "Employer")

-and-



United Steelworkers Local 1-2017

Its successors or assigns (Hereinafter called the "Union")

Contents

ARTICLE 1: RECOGNITION.....	2
ARTICLE 2: EMPLOYER'S RIGHTS	4
ARTICLE 3: JOINT COMMITTEE.....	4
ARTICLE 4: DISCRIMINATION.....	6
ARTICLE 5: EMPLOYEE CLASSIFICATIONS AND SERVICE.....	6
ARTICLE 6: JOB CATEGORIES	7
ARTICLE 7: TRAINING AND DEVELOPMENT	8
ARTICLE 8: SENIORITY, PROMOTIONS AND LAY-OFFS	9
ARTICLE 9: HOURS OF WORK AND OVERTIME.....	10
ARTICLE 10: WAGES AND PAY PROCEDURES	12
ARTICLE 11: STATUTORY HOLIDAYS.....	13
ARTICLE 12: ANNUAL VACATIONS WITH PAY.....	14
ARTICLE 13: HEALTH AND WELFARE BENEFITS.....	16
ARTICLE 14: RETIREMENT- RRSP PLAN	17
ARTICLE 15: LEAVE OF ABSENCE.....	17
ARTICLE 16: HEALTH, SAFETY, ENVIRONMENTAL	18
ARTICLE 17: TECHNOLOGICAL CHANGE, ORGANIZATIONAL RESTRUCTURING	20
ARTICLE 18: GRIEVANCE PROCEDURE	20
ARTICLE 19: STRIKES AND LOCKOUTS.....	21
ARTICLE 20: GENERAL	22
ARTICLE 21: TERM OF AGREEMENT	22
SCHEDULE "A" Wages and Pay Procedures.....	23
SCHEDULE "B" – Benefits and RRSP PLANS	25
LETTER OF UNDERSTANDING #1 APPRENTICESHIP	27

COLLECTIVE AGREEMENT

BETWEEN:

BioNorth Energy

Its successors or assigns (Hereinafter called the "Employer")

AND:

UNITED STEELWORKERS LOCAL 1-2017

Its successors or assigns (Hereinafter called the "Union")

PREAMBLE:

The purpose of this Agreement is to secure for the Employer, the Union and the Employees the full benefits of orderly, good faith collective bargaining binding on both parties and making the Employees an integral part of the Employer's business. This is achieved through the recognition that the success and growth of the business depends on the loyalty of the Employees to render full and efficient service in the discharge of their obligations under this Agreement.

This Agreement fixes upon the Employer, the payment of wages and the observance of certain conditions of employment; it likewise fixes upon the Employees the responsibility of rendering capable, thoughtful and competent services.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

The Parties agree to encourage closer co-operation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between them.

Wherever the male pronoun is used in this Agreement it shall be deemed to apply equally to both genders (male and female).

Wherever a singular reference is used in this Agreement it shall be deemed to include the equivalent plural reference or vice versa.

ARTICLE 1: RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for the Bargaining Unit comprised of employees at and from 561 Stuart Drive, Fort St. James BC, except management and office staff and those excluded by the Code.

1.02 Management and/or other non-bargaining unit staff may conduct bargaining unit work provided it does not directly result in the lay-off of an employee or take away legitimate overtime opportunities, result in reduced hours and or prevent the hiring of a new employee.

1.03 All employees shall, upon being hired, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. Said employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after fifteen (15) days' written notice of same from the Union to the Employer.

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.

1.04 The Employer agrees to deduct initiation fees, assessments and dues from any employee's wages when the Employer receives signed authorization from the Employee to do so. Such monies shall be paid to the Union, accompanied by a list in alphabetical order, of the Employees for and on behalf of whom such deductions have been made. Said list and deductions to be sent by the Employer to the Union by the fifteenth (15th) day of the month following the month in which the deductions were made.

1.05 The Union shall have the right to appoint a plant committee consisting of up to three (3) employees and also up to four (4) job stewards, the Union shall notify the Employer in writing of the appointment(s). The Plant Committee Member or Shop Steward will not absent himself from his work for any reason related to union business without prior management approval; such approval will not be unreasonably withheld.

1.06 The Union will be granted access to the plants for meetings and lunch room visits with members. It is agreed the Union will make such request two (2) days in advance to the Management and shall follow all company safety policies, procedures while on site.

1.07 The Company shall require all new employees covered under this agreement at the time of hiring to execute the following assignment in duplicate, the forms to be supplied by the Union. All check-off forms to be forwarded to the Local Union within fifteen days (15) of hiring.



UNITED STEELWORKERS CHECK-OFF



SENIORITY DATE _____ YEAR _____

NAME OF EMPLOYER _____

(PLEASE PRINT)

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ POSTAL CODE _____

SOCIAL INSURANCE NO. _____ Are you a member of the United Steelworkers? _____

In what operation were you last employed? _____ Local Union _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

ARTICLE 2: EMPLOYER'S RIGHTS

- 2.01** The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right; to manage the business and direct the work force, organize the work, contract out work, hire, discipline, promote, demote, discharge, **and suspend for just cause.**
- 2.02** The Employer will not contract out work that will result in the lay-off of those employees who are in the bargaining unit. Furthermore, the use of contractors will not result in the reduction of employee's regular scheduled hours, overtime opportunities, or prevent an employee from being hired.
- 2.03** The Company reserves the right to permit fibre haulers to load their own trailers using the Company equipment when the facility is closed or the Employees are assigned to other activities provided no regular employee will suffer loss of work.
- 2.04** The Parties agree that the Employer will have the right to deploy employees to/from associated Fort St James USW operations to support the efficient and viable operations of each respective business. This process will not result in the layoff of each respective bargaining unit employees.

ARTICLE 3: JOINT COMMITTEE

- 3.01** To advance harmonious relations between the Employer and the Union, the Employer and the Union shall appoint a Joint Committee.
- 3.02** The Committee shall meet at the request of either party, or as otherwise mutually agreed to review the work program and matters associated with the administration of this Agreement, with the intent of achieving uniformity of application of this Agreement. The Committee may also consider matters related to safety.
- 3.03** **Right to Refuse Unsafe Work**

The Company and the Union agree to cooperate in developing a 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:

- a) 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.

- b) A worker who refuses to carry out a work process or cooperate 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.
- c) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
 - i) Ensure that any unsafe condition is remedied without delay, or
 - ii) If in his or her opinion the report is not valid, must so inform the person who made the report.
- d) 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
 - i) A worker member of the Joint Committee
 - ii) A worker who is selected by a trade union representing the Worker, or
 - iii) If there is no joint committee or the Worker is not represented by a trade union, any other reasonably available worker selected by the Workers
- e) 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:

- a) A worker must not be subject to discriminatory action as defined in Section 1560 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.
- b) 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.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Par. 3, Division 6, Sections 15 through 153.

3.04 Employee Safety Guidelines

The Parties agree that safety is paramount and for the purposes of ensuring safety only and without restricting the Company'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.

3.05 The Employer has a Safety at Work/Return to Work Program to support employees through their injury and short-term disability process. The goal of this program is to allow injured/disability workers to remain productive until the Employee can perform regular duties. It is the Employee's responsibility to ensure that all forms and additional medical documentation are returned to the Employer immediately. The Employer will provide employees with the time to seek the medical attention required, and will compensate the Employee at their regular rate. Once the Employer receives the Medical Release and Modified Duties Inventory, the Employee will be assigned a temporary, modified duty assignment.

ARTICLE 4: DISCRIMINATION

4.01 The Employer shall make reasonable effort to provide a work environment free from discrimination and harassment on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, as provided for in the British Columbia Human Rights Code and associate regulation.

ARTICLE 5: EMPLOYEE CLASSIFICATIONS AND SERVICE

5.01 Employees are classified as:

- a) Those employees who are advised upon their hire that they are hired to fill one of the established full-time positions within the Plant on an on-going basis. Upon the successful completion of their probationary period, they will become regular employees, with recognition of service. Said probationary period continues until completion of seven hundred twenty (720) hours of work as a probationary employee.
- b) Employees - those that have successfully completed their probationary period.

5.02 It is agreed that upon the request of the Union a seniority list will be supplied by the Company setting out the employee name, starting date, phone number and job category with the Company of each regular employee; however, such request shall not be granted more than twice during each year of the term of the Agreement. The Company will advise the Union once each month of the changes to the said list.

5.03 For the purposes of this Agreement, "service" shall be the length of time an employee has been employed on a continuous basis dating from his/her original date of hire to present. In cases where more than one (1) person is hired on the same day then a manager and plant committee member will meet with the employees involved and draw names from a hat, first name out of the hat being the senior person etc.

ARTICLE 6: JOB CATEGORIES

6.01 The Employer and Union will work together to develop job descriptions for the following positions outside of the Collective Agreement with the understanding that a flexible workforce has many benefits. This will be completed by April 2022 or earlier.

The exception is that regardless of job position all employees will assist in any job duty as required in a safe and competent manner. On-going internal and external training will provide a highly trained and diverse workforce capable of recognizing the benefit of an “all hands-on deck” culture. Employees will be paid as per Schedule A.

Categories

- 1) *Shift Engineer Supervisor
- 2) Shift Engineer
- 3) Field Engineer
- 4) Plant Operator
- 5) Utility Worker
- 6) Electrician
- 7) Electrical/Instrument Technician
- 8) Instrument Technician
- 9) Millwright

*The bargaining unit employee holding this position will be responsible for the safe and efficient operation of the power plant and fuel yard during their shift. The employee will work closely with staff and other departments to support the operation in achieving its goal. They will perform all necessary duties to fulfill plant requirements.

Lead Hand

The Parties agree to the following definition of a Lead Hand:

- (a) A Lead Hand is responsible to pass on instruction to a group of employees.
- (b) A Lead Hand does not have the authority to hire, discharge or discipline employees.
- (c) A Lead Hand maybe capable of performing all jobs in his work area.
- (d) The Company shall post a notice of their requirement for a Lead Hand in order for interested employees to signify their interest in applying for the job.
- (e) A Lead Hand will be paid a premium of \$1.50 per hour.

6.02 In the event of the creation of a new job category, the rate of pay for the new job will be subject to negotiation between the Employer and the Union once it has been in operation for two (2) months; for the interim period prior to the conclusion of said negotiations the Employer will set the pay rate for the job. Rates for such new job categories will be determined based on the relative worth on the newly established job, as compared to the existing jobs and their current rates. When the rate is agreed upon it shall be effective on the day the new job was established. If the Parties are unable to agree on a new rate, an interest arbitrator will be retained to decide the matter.

ARTICLE 7: TRAINING AND DEVELOPMENT

- 7.01** Upon passing the applicable course the Company will pay the employee, while attending training school, the following:
- a) **Living Away from Home Allowance**
Forty Dollars (\$40.00) per day to a maximum of two hundred eighty dollars (\$280.00) per week, for apprentices who are required to maintain a second residence while attending school
 - b) **Travel Allowance**
Fifty cents (\$0.50) per kilometers based on the distance for one (1) round trip to school per year. This distance will be as per a schedule based on the distance between town of employment and the school. If an employee is attending school outside of their community for more than six (6) consecutive weeks they will qualify for a second return trip.
 - c) **Commuting Allowance**
For employees who live at home and attend school. Fifty cents (\$0.50) per kilometers if commuting greater than thirty (30) kilometers each way from school, minus the first twenty-four (24) kilometers each way. Employees who are required to travel by air will be reimbursed for such fares, where such travel is the most reasonable or the only option available. The apprentice must receive prior approval for such travel.
 - d) **Wages**
Wage replacement of eight (8) hours per day at the regular employee rate of pay for each day of training attended.
 - e) **Employee Books & Tuition**
While attending training school, employees will receive reimbursement for tuition fees and the cost of required text books.
- 7.02** The Employer agrees to document time related to a trade for consideration for trades qualification purposes for any employee who requests it. In such case the employee shall provide to the Employer in writing the training hours by date and work activity.
- 7.03** The Employer will provide priority to hiring chip plant employees when openings are available at the Energy Plant. It is expected that employees hired at the energy plant are willing, able, and committed to continuing education and training, to obtain steam class engineer tickets.

ARTICLE 8: SENIORITY, PROMOTIONS AND LAY-OFFS

- 8.01** a) The Parties recognize that job opportunity and seniority shall increase in proportion to length of service. It is agreed that the term “seniority” as used herein, shall have reference to an employee’s right to a job based on his length of service with the company and his/her qualifications to perform the job requirements.
- b) All promotions, transfers, filling of vacancies, lay-offs and recall from lay-offs will be done in accordance to the senior qualified employee.
- 8.02** Permanent job vacancies are posted for a period of ten (10) days in the lunch room; in addition to the normal company posting process; any employee interested in the opportunity shall apply to the company through the company application process in writing with current resume. Promotions are awarded to the senior qualified applicant. Should no applicant have the required qualifications the company may hire to fill the opportunity. An employee absent from work in accordance with Article 12 or Article 15 shall be given the opportunity to apply for a permanent job vacancy by notifying his/her supervisor in writing prior to his/her absent of his/her interest should a particular job be posted during his/her absence, as well as providing a telephone number at which he can be contacted; the Employee must then comply with the other parts of this provision.
- 8.03** a) The principle in cases of lay-off, shall be based on the principle of seniority and competency. When an employee is laid off, he shall maintain his/her service and right to recall for twelve (12) months from the date of layoff and be subject to recall based on the same principle as in lay-off. Should the Employee not be recalled during his twelve (12) months period, upon the expiration of said period, the Employee’s employment is terminated. A laid-off employee is responsible to ensure the Employer has his/her up-to-date address and telephone number.
- b) Should a recall occur, laid-off employees will be offered the opportunity to fill any position they have previously held or are capable of; in such case, wage rate of the job classification shall apply.
- 8.04** An employee shall be considered to have lost his employment under this Collective Agreement if:
- a) He/she voluntarily quits their employment.
- b) Is discharged for just cause or on a standard of suitability under probationary period, subject to Article 18 – Grievance Procedure.
- c) The Employee is “Absent Without Leave” for a period of three (3) consecutive working days without reasonable explanation.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as any guarantee of work, or pay, or hours of work per day, per week, or of days of work per week.
- 9.02** The work day shall be the period beginning at the employee's regular scheduled start time and terminating twenty-four (24) hours thereafter.
- 9.03** The company will establish work schedules averaging not more than forty-two (42) hours per week. The Union agrees to jointly apply with the Company for any necessary governmental approval of schedules in excess of forty (40) hours per week. Before implementing any change of schedule, the Company will discuss and agree to the proposed schedule with the Union.
- 9.04** It is understood that within a sixty (60) day notification to the Union and the employees, the company can apply one of the following 2 recognize schedule:
- a) 4 X 4 shift will consist of twelve (12) consecutive hours in a twenty-four (24) hour period based on a work cycle which is four (4) shifts on followed by four (4) shifts off, averaging forty-two (42) hours per week commencing with the start of the work cycle. Employees shall be paid at straight time for the first eighty (80) hours and overtime for the additional four (4) hours, (the hours of work are averaged over the work cycle).
 - b) 7 X 7 shift will consist of twelve (12) consecutive hours in a twenty-four (24) hour period based on a work cycle which is seven (7) shifts on followed by seven (7) shifts off, averaging forty-two (42) hours per week commencing with the start of the work cycle. Employees shall be paid at straight time for the first eighty (80) hours and overtime for the additional four (4) hours, (the hours of work are averaged over the work cycle).
 - c) Employees working on a twelve (12) hour shift shall receive two (2) fifteen and one (1) thirty (30) minute breaks on company time during which the employee shall continue all necessary job functions. Employees who are directed by the company to work through their scheduled lunch breaks and are not provided the opportunity for these breaks immediately before or after their scheduled lunch breaks shall be paid at the applicable overtime rate of pay.
 - d) Operations works a Dupont schedule
 - e) Maintenance works two (2) different schedules; some work 8 days on 6 days off schedule and others work 4 days on 3 days off schedule).
- 9.05**
- a) Trades categories will work ten (10) hours per day, Monday through Friday, four (4) days on, three (3) days off. The shift will start at 7:00 am and end at 5:00 pm. One shift will start at 5:00 pm and end at 3:00 am. The work days will be consecutive.

b) Employees work a ten (10) hour shift will be entitled to two (2) fifteen (15) minute paid coffee breaks, one in the first half of the shift, and one in the second half of the shift in addition to one half hour paid lunch break. Employees who are directed by the company to work through their scheduled lunch or coffee breaks and are not provided the opportunity for a break immediately before or after their scheduled coffee breaks shall be paid at the applicable overtime rate of pay.

9.06 The Employer and the Plant Committee will consult and mutually agree to any changes to start and stop times to shifts before they are implemented.

9.07 Employees may temporarily exchange shifts between themselves provided they have the prior written approval of management and it does not result in any incremental cost to the Employer.

9.08 a) When the employer changes an employee's crew after the start of a set, the employee will be paid overtime for all remaining shifts in that set.

b) If an employee reports for work and is sent home and asked to return for the next shift they will be paid for their entire scheduled shift as well as overtime for the shift they are asked to return to.

9.09 Employees are eligible for a meal allowance supplied by the Company as follows:

a) Upon completion of at least two (2) consecutive hours of unscheduled overtime work, either immediately before or after the employee's regular shift or call-in of more than five (5) consecutive hour duration; an additional \$20 meal allowance will be provided for each additional consecutive Five (5) hours of unscheduled work;

For the purpose of this article, a call-in is less than twelve (12) hours notice of request to report to work.

9.10 Overtime for employees shall be allocated wherever possible to capable senior employee in a voluntary manner, provided that upon reaching the bottom of the seniority list, the least junior qualified employee shall be required to work overtime as needed. No employee shall be required to work more than 2 unscheduled days off in a row. In this case, the Company will require the next most junior qualified employee to work overtime.

9.11 Any employees who works overtime outside or their regular work scheduled should be paid as follow:

a) All hours beyond the scheduled shift shall be paid at double time.

b) All hours worked on their scheduled days off:

i) Time and one half for the first eighteen (18) hours

ii) Double time for all hours thereafter

c) In addition, the current provision in Article 9.11 shall become Article 9.11(c).

9.12 If regular time coverage is not available, the parties agree that overtime coverage will be offered first to the employee in the category that coverage is being required, then according to 9.10 when required to go outside the category. The parties further agree that the power plant will cover for the power plant and the chip plant will cover for the chip plant unless no employee from each specific plant is available.

9.13 a) Employees who are scheduled and who report for their scheduled shift and for whom no work is available on their reporting for work will receive a minimum of two (2) hours straight time pay or two (2) hours of work.

b) Employees who are scheduled and who actually commence work will receive a minimum of four (4) hours straight time pay or four (4) hours work.

9.14 An employee, who has completed his/her regular shift, and has left the plant premises and is then recalled to work extra time within the twenty-four (24) period since the commencement of their completed shift will be paid a minimum of four (4) hours at their overtime rate.

9.15 Employees will have the option to bank their overtime.

a) Employees working 12 hour shifts will be eligible to accumulate up to a maximum of eighty-four (84) hours in a year. The year running from April one (1st) to March fifteen (15th). Any time not taken by March 15th will be paid by April 1st.

b) An employee will not be able to replace scheduled vacation leave with banked time off.

c) The time off from bank time requires the approval of the Plant Management.

d) Employees who choose to bank their overtime will receive one and half (1.5), hours in the bank for every hour worked at the 1.5 premium. And for every hour worked at double time (2x) premium they will bank two (2) hours per hour worked. Up to the maximum banked hours allowed.

9.16 Employees working ten (10) hour shifts will be eligible to bank a maximum of eighty (80) hours. Employees on the ten (10) hour shift will follow the same format as in 9.15 above.

9.17 Subject to the following all unused bank time will be paid out by March 31st of each year. An employee's banked time hours may be paid out at the request of the employee at the rate of pay in which it was earned

ARTICLE 10: WAGES AND PAY PROCEDURES

10.01 Wage rates and pay premiums are as in Schedule "A" attached.

- 10.02** Wages, in accordance with Schedule "A", will continue to be paid bi-weekly and each employee shall be furnished with an itemized statement of earnings and monthly deductions, including year-to-date registered retirement savings plan contribution amounts, both employer and employee. Year-to-Date figures will be included on the cheque stub.
- 10.03** The hourly wage rates as at the ratification of this Agreement will be increased as follows; the pay rates in Schedule "A" include these increases.
- 10.04** When an employee has more than one (1) ITA of BC recognized trade certification applicable in a power plant environment, and confirm that they will prove work in that trade when required, they will be entitled to a premium of one hundred twenty dollars (\$120.00) per month. A monthly premium will be paid for First Aid, Water and Class A as per schedule A.

It is understood that if an employee is paid a ticket premium, the Employee is deemed to be able and need to accept to perform the work related to this ticket.
- 10.05** It is understood that a temporary work assignment does not change the wage rate of an employee, except when temporarily working at a job with a higher pay rate.
- 10.06** An employee who works a scheduled night shift, shall receive a shift differential of one dollar and fifty cents (\$1.50) for each hour of that shift
- 10.07** It is agreed that any payroll errors of one (1) day or greater made on an employee's pay will be corrected within two (2) business days from the time the Company is made aware the error.

ARTICLE 11: STATUTORY HOLIDAYS

With respect to holidays with pay the following provisions will apply to employees:

- 11.01** The following days will be recognized as paid statutory holidays for employees:

New Year's Day	Canada Day	Remembrance Day
Family Day	B.C. Day	Truth & Reconciliation Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving	Boxing Day

Any additional holidays proclaimed by the Federal or Provincial Governments will be recognized as paid statutory holidays.

The pay for the statutory holiday is based on the Employee's regular work shift (e.g. 10-hour shifts)

- 11.02** For clarity, the parties agree that the statutory holiday premium does not "pyramid" with overtime premiums for the same period of work. Employees who work the recognized statutory holiday shift on their scheduled day off will qualify for the paid holiday, overtime

pay, and Article 9-banked hours, equaling the hour(s) work done the stat holiday at straight time.

11.03 If statutory holiday falls on your regular day off, you have the option to bank the day off.

ARTICLE 12: ANNUAL VACATIONS WITH PAY

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

12.01 a) For employees hired after June 19th, 2019 the vacation eligibility is calculated on his service with the Company as per the following table.

Hire date to 1st year	10 hours per month of service	4% gross pay
1st year to 7th year	120 hours	6% gross pay
7th year to 15th year	160 hours	8% gross pay
15th year and after	200 hours	10% gross pay

b) All employees hired prior to June 19th, 2019 shall be grandfathered to start their vacation entitlement in 7th year of the above category of 7th year to 15th year and shall receive this until they reach the next entitlement.

12.02 The Employee's vacation eligibility is calculated based on his service with the Company. The annual vacation pay for an employee first year with the company shall be pro-rated amount based on the Employee's start date, to the end of December of the calendar year which the Employee was hired.

12.03 An employee's first vacation anniversary shall be the January first (1st) that follows the Employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year. If on the date of termination, the Employee has used more than their prorated ratio of the vacation leave for that point in time in the calendar year the Employee shall reimburse the Company for any used portion of the Employee pro-rata ratio of vacation leave entitlement.

12.04 If, on the date of termination, the Employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company shall pay the Employee for their unused pro-rata ratio of vacation leave entitlement.

12.05 When on vacation with pay, the Employee will be paid as per their vacation bank. At the end of each year, each employee's vacation pay for that year is reviewed to ensure the

greater amount as called for in 12.01 is paid. Payment will be made the last payday in December.

- 12.06** The vacation year is January 1st to December 31st inclusive. Employees shall take all earned vacation each vacation year, except in the first year. Vacations cannot normally be carried over from one year to the next.
- 12.07** Vacations will be scheduled at mutually agreed upon times to ensure the effective operation and maintenance of the Plant will not be impaired. Vacations shall be submitted to the Company by December 1st of each year for the following year for approval based on seniority. Exceptions due to special circumstances will be considered by the Company. It is acknowledged that these will include the occasional need for the Employee to provide short-term notice for any unforeseen personal reason. The Company will provide holiday approval by December 15th. Any vacation approved after December 15th will be on a first come, first served basis.
- 12.08** The following shall be considered as days actually worked for determining vacation with pay for an employee after one (1) continuous year of employment.
- a) Absence on Workers Compensation up to a period of one (1) year, provided the Employee returns to his/her employment.
 - b) Absence due to illness up to a period of one (1) year, provided the Employee returns to his/her employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.
 - c) Absence due to bereavement leave in accordance with the terms and conditions of the Agreement.
 - d) Absence due to time served on jury duty in accordance with the terms and conditions of the Agreement.
 - e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave shall not be counted in computing vacation pay.
- 12.09** Overtime will not be a factor when granting vacation. As well, non-bargaining unit employee's time off will not be used in granting a bargaining unit employees vacation.
- 12.10** Once vacations have been approved, they cannot be cancelled unless agreed to by the Employee. Employees can cancel their vacation with three (3) weeks' notice unless cancellation is for an unforeseen circumstance.

ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.01 The Employer is to pay one hundred percent (100%) of Health and Welfare Benefits. Please see attached comparisons below. The only item of note is under Manulife Plant the LTD cost is deducted from the Employees so that they are non-taxable in the event the coverage is required.

Dental	Veolia Current (SSQ)	Manulife (Arrow)
Preventative	80%	100%
Basic	80%	100%
Major	50%	50%
Orthodontic	Not Covered	50% to max \$2000
Pharmaceutical:		
Generic	80%	100%
Hospitalization:		
	100%	100%
Paramedical:		
	\$600/year 20% Deductible	\$500/year no Deductible
Vision Care:		
Eye exams	Not Covered	\$70/year
Glasses	Not Covered	\$200/year
Hearing Aid:		
	Not Covered	\$500/ 5 years
Life Insurance:		
	100% of annual salary max. \$500,000	2x annual earnings up to \$400,000
LTD:		
	70% of gross monthly salary, taxable	66.67% of gross monthly earnings, Non Taxable
EFAP:		
	Yes	Yes
Optional Life		
	Yes	Yes
Optional Critical		
	No	Yes

ARTICLE 14: RETIREMENT- RRSP PLAN

14.01 The Employer will continue to provide the Group RRSP plan at 4.5% on the Employee's gross annual income as outlined in Schedule B. In year five (5) of this agreement the Group RRSP plan maximum Employer contribution will be increased by zero point five (0.5%) to five (5%).

ARTICLE 15: LEAVE OF ABSENCE

15.01 Bereavement Leave

When a death occurs to a member of an employee's immediate family, the Employee will be granted an appropriate leave of absence for which he shall be compensated at his regular rate of pay for his regular work schedule to a maximum of three (3) days. The Employee's immediate family are defined as the Employee's spouse, child, parent, grandparent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and grandparent-in-law, step children, step parents.

15.02 Jury Duty Leave

An employee who is required to perform jury duty on a day on which he would otherwise have worked as part of his/her regular shift schedule will be granted leave of absence for the period he is required to perform said duty. Employees who are required to miss work to comply with the provisions of this section will be paid the difference between no more than eight (8) hours per day or forty (40) hours per week and any other payment(s) made to them. It is understood the Employee is to report to work as soon as is practical.

15.03 Personal Leave of Absence

An eligible employee may apply for an unpaid personal leave of absence for a duration not to exceed thirty (30) consecutive days. The Employer shall grant such leave request if no other employee is away on such leave and the Employee can be replaced. To be eligible, the Employee must make written application a minimum of thirty (30) days prior to the commencement of the leave. A leave of absence without pay that does not meet the above criteria may be granted to an employee at the discretion of the Company, which includes military service.

15.04 Public Office Leave

- a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Employees elected or appointed to Federal, Provincial or Municipal office, shall be granted as much leave as necessary during the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting municipal business.

c) The Employee who obtains this leave of absence shall return to Company within thirty (30) calendar days, unless the need for such application could not reasonably be foreseen.

15.05 Maternity and Parental leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with company policy and consistent with existing provincial and federal legislation. Maternity leave is unpaid voluntary leave related to the birth of a child. Parental leave is the unpaid voluntary leave related to the birth or adoption of a child.

15.06 A leave of absence without pay for full-time union employment shall be granted, in the event that an employee becomes a fulltime official of the Union, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority as if he remained in continuous employment. He shall have the right at any time upon giving thirty (30) days' notice, to return to his previous position or to such other position to which he may be promoted.

15.07 The Company will grant leave of absence without pay 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. The Union will make a formal request in writing seven (7) days in advance. The Union will make every effort in requesting such leave of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation.

ARTICLE 16: HEALTH, SAFETY, ENVIRONMENTAL

16.01 The Employer, the Union and the Employees accept their responsibilities regarding the establishment and maintenance of a healthy, safe, and environmentally responsible workplace as required by federal and provincial law, or any other authority with lawful jurisdiction.

16.02 A Joint Health, Safety and Environmental Committee will be established; consisting of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. This Committee shall meet at least monthly, or earlier at the call of either party. The role of this Committee shall be to advise and recommend to management in the areas of health, safety and environmental matters. The Employer shall take appropriate action on recommendations made by the Committee.

16.03 Any employee who has a health, safety, or environmental concern shall notify the Company and/or a Safety Committee Member immediately, so that appropriate action may be taken.

16.04 After completion of one (1) year of service the Company will reimburse each employee up to a maximum of five hundred dollars (\$500.00) every twelve (12) months for approved work boots.

16.05 Safety Eye Wear

The Employer will provide all employees with standard (non- prescription) eyewear at no cost to the Employee for the purpose of meeting the **Company's minimum eye** protection requirements.

For employees required to wear safety glasses in the course of their work assignments, employer will pay in full or share in the cost of prescription safety glasses that comply with section 5.1 above.

- Maximum allowance:
 - Single vision lenses - \$225.00 (to a maximum of - receipts must be provided)
 - Progressive lenses - \$360.00 (to a maximum of - receipts must be provided)
 - This amount is solely for lenses, frames, anti-scratch coating, non-reflective coating.
- NOT permitted:
 - Tinted Lenses (at the discretion of the Manager)
 - Transition lenses
 - Reflective lenses
- Replacement:
 - At the PM's discretion with a recommended interval of 24 months
 - unless damaged through a site related incident, not including scratches due to improper care
- In no case shall the reimbursement exceed the actual cost.
- Reimbursement will only be made for prescription safety glasses meeting ANSI standard (Z87.1-2003, American National Standard Practices for Occupational and Educational Eye and Face Protection or CSA Z94.3) that are appropriate for the work environment and have been approved by management. A receipt is required for reimbursement.
- Reimbursement will not be made for the following: Safety glasses without permanently attached side shields, attachments to safety glasses other than side shields, non-standard safety glasses such as sport type glasses/goggles.

ARTICLE 17: TECHNOLOGICAL CHANGE, ORGANIZATIONAL RESTRUCTURING

- 17.01** The Employer will give the Union sixty (60) days written notice prior to the lay-off of any employee as a direct result of the implementation of a technological change and/or organizational restructuring.
- 17.02** An employee whose position is eliminated as a result of the implementation of a technological change and/or restructuring will have the option of:
- a) Transferring to another job category should he have the, required qualification and related job experience with the Employer, and service, or
 - b) Accept a temporary layoff and if the recall right as per 8.03 a) expires, termination pay will be paid as per British Columbia Employment Standards Act based on the Employee's service at the date of layoff. Employee may elect to give up their recall rights and request their termination pay.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.01** If the complaint of an employee is not settled to the satisfaction of the Employee concerned and or the Union within seven (7) working days then the following steps of the grievance procedure may be invoked in order.
- Step 1** The grievance shall be reduced to writing and shall be presented by a Shop Steward/Plant Committee member to a Departmental Manager within fourteen (14) working days from the date of its alleged occurrence, or from the date the Employee ought to have first become aware for its alleged occurrences. After such discussion as is necessary, the Departmental Manager shall within two (2) working days state his decision and reason for his decision in writing.
- Step 2** Failing satisfactory settlement of the grievance at Step 1, the Plant Committee and the Business Agent shall, within fourteen (14) working days of receipt of the Department Manager's decision, present the grievance to the Plant Manager or designate. The decision and reasons for the decision will be render within five (5) working days following the conclusion of the meeting.
- Step 3** If a satisfactory settlement is not then reached it shall be dealt with by arbitration as hereinafter provided.
- 18.02** a) If a grievance has not advanced by either party to the next step within fourteen (14) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If the responding party does not respond within the time limits, the grievance will be considered resolved in the Grievor's favor. The fourteen (14) day limit may be extended by mutual consent of both parties.

- b) The Parties agree that the operation of Section 87 of the Labour Relations Code is specifically excluded from this Agreement.
 - c) All warnings and suspensions will be deemed void after one (1) year from the date of issue, providing the Employee has received no further related discipline.
- 18.03**
- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by arbitration in the following manner:
 - b) Either party may notify the other party in writing by registered mail of the question to be arbitrated.
 - c) After receiving such notice and statement, the Parties will then refer to the matter in writing to the Arbitrator who has been selected by the Parties. If unable to select one that is mutually satisfactory, the Parties further agreed to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
 - d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all rights and privileges, preserved under the terms off this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the Employee.
 - e) The decision of the arbitrator shall be final and binding upon the Parties of the first and second parts.
- 18.04** The Parties of first and second parts, will each bear one-half (1/2) of the expenses of interpretations and arbitrations including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect of such proceedings.
- 18.05** Any arbitrations to be held thereunder shall be held in the City of Prince George or such other place as ay be decided by the Arbitrator.

ARTICLE 19: STRIKES AND LOCKOUTS

There shall be no strikes or lockouts by the Parties to this Agreement during the term of the Agreement.

ARTICLE 20: GENERAL

20.01 Education Fund

Effective in the last year of this Agreement, the Company will contribute to the Fund and will continue such contributions throughout the term of the Collective Agreement. The Employer will submit these funds with the regular dues each month.

The Company will contribute six cents, (\$0.06/hour) for all hours worked per employee.

20.02 Sick Days

Employees will be granted five (5) paid sick days per contract year.

If the sick day(s) are not used in a contract year, the day(s) will be rolled into the following year as banked day(s).

ARTICLE 21: TERM OF AGREEMENT

21.01 This Agreement and Term shall be in full force and effect upon the Company receiving of the rights, title, and in interest of the Ft St James Power Plant resuming operations until September 30, 2026.

21.02 The Parties hereto agree that Section 50 (2) and (3) of the Labour Relations Code of British Columbia, S.B.C. 1992C.82 shall not apply to this Agreement.

DATED THIS _____ day of _____

Signed on behalf of:

BIONORTH ENERGY

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL 1-2017**

SCHEDULE "A" Wages and Pay Procedures

Hourly Rate					
Classificaiton	Date Nov 1 0%	Oct 1, 2022 1.5%	Oct 1, 2023 1.5%	Oct 1, 2024 2.0%	Oct 1, 2025 2.0%
**Shift Engineer Supervisor	63.46	64.41	65.38	66.69	68.02
1st Class Power Engineer	63.96	64.92	65.89	67.21	68.55
2nd Class Power Engineer	61.96	62.89	63.83	65.11	66.41
3rd Class Power Engineer	53.71	54.52	55.33	56.44	57.57
4th Class Power Engineer	44.32	44.98	45.66	46.57	47.50
Utility Worker	38.52	39.10	39.68	40.48	41.29
Millwright	52.51	53.30	54.10	55.18	56.28
E & IC Technician	55.16	55.99	56.83	57.96	59.12
Instrument Techician	52.51	53.30	54.10	55.18	56.28
Electrician	52.51	53.30	54.10	55.18	56.28
**The Shift Engineer Supervisor is the Lead Hand on shift with this premium included in the wage. For clarity a Shift Engineer Supervisor will not be paid a Lead Hand Premium above wage					
Apprentice Rate					
Upon Entry into Program	70% of Trade Rate				
Upon Completion of yr 1	80% of Trade Rate				
Upon Completion of yr 2	90% of Trade Rate				
Premiums					
Lead Hand Premium	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Shift Differential Premium	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Northern Allowance					
Included in wages					

Signing Bonus

A Signing Bonus of twenty-five hundred dollars (\$2500.00) will be paid to each active employee with fifteen (15) days of ratification.

Performance Bonus

Parties will meet prior to April 1, 2022 to discuss the metrics changing the current language in Letter of Understanding #3. The intent of the bonus structure will be based on group production performance bonus up to two thousand dollars (\$2000.00) each in a contract year. The Company will not be responsible for paying a performance bonus for 2021.

Ticket Premium

	<u>Per Month</u>
1) Dual Ticket (2 nd ticket)	\$120.00
2) First Aid	
Level 3	\$85.00
Level 2	\$70.00
Level 1	\$50.00
3) Water Ticket	\$125.00
4) Class A Field Service Representative	\$145.00

SCHEDULE "B" – Benefits and RRSP PLANS

1. Health and Welfare Benefits

- a) Any member of the Union who is in the employ of the Employer and is an active full-time or part-time employee and work at least 20 hours per week is eligible for health and welfare benefits as long as you are younger than the termination age and are residing in Canada.

Your Dependents are eligible for coverage on the date you become eligible or the date you first acquire a dependent, whichever is later.

An employee is eligible after a waiting period of 3 months.

The full cost of health and welfare benefits shall be borne by the Employer except for the cost of long term disability which will be borne by the Employee.

- b) Termination of coverage will occur as per terms in the Health and Welfare Benefits Booklet.
- c) The Employer will ensure each member has a copy of the Health and Welfare Benefits Booklet.

2. RRSP – Group Retirement Savings Plan

- a) An employee is eligible to join the plan after 6 months of service.
- b) A full-time employee is eligible to contribute to their account by payroll deduction when they join the Employer. After 6 months of service the Employer will begin contributing to their RRSP account.
- c) A part-time employee is eligible to join the plan upon completion of 24 months of continuous employment and earnings of not less than 35% of the Year's Maximum Pensionable Earnings in each of the 2 consecutive calendar years preceding membership.
- d) Provided the Employee contributes a minimum of 1% to a maximum of 4.5% of your earnings to the RRSP (required contributions), the Employer will match those contributions to their RRSP account.
- e) In addition to payroll deductions, the Employee may make lump-sum contributions at any time to their account.

- f) The Employee is responsible for managing their own RRSP contribution limits to ensure they don't exceed their CRA limit.
- g) The Employer's contributions to the Employee's RRSP account "vests" (belongs to the Employee) immediately upon deposit.
- h) The Employee is permitted to withdraw their required RRSP contributions with employer approval. The Employee cannot withdraw employer contributions to the RRSP while employed. Withdrawals are subject to withholding tax. Other fees and adjustments may apply.
- i) All other terms can be found in the Member Booklet for the Group Retirement Savings Plan, a copy of which will be provided to the Employee upon enrolment into the plan.

LETTER OF UNDERSTANDING #1
APPRENTICESHIP

Both parties agree to work cooperatively to provide an opportunity for an employee to become a Journeyperson Millwright, Electrician, Instrumentation Technician as follows:

1) The Company will:

- a) Sponsor the Employee as an indentured apprentice and will coordinate placement within the apprenticeship program with the appropriate government agency. It is understood that the Employee may be required to write some exams to determine his/her initial placement level within the program.
- b) Be responsible for all aspects of administration related to the Apprenticeship Program, interaction with the government agencies, etc.

2) The Company will:

- a) Post an apprenticeship opportunity, in accordance with the following criteria. The posting and selection criteria will identify the most qualified applicant in accordance with 8.01 of the Collective Agreement, including successful completion of appropriate aptitude tests provide by the Company and Government Agent (ITA).
- c) It is understood that this opportunity is not intended to change the present allocation of positions within the organization, the Company will provide apprenticeship qualifying time opportunities.
- d) The successful candidate will be subject to the following provisions with respect to pay:
 - i) Upon entry into the apprenticeship program, the pay rate will be 70% Trade Rate, per Schedule "A", or the Incumbent's existing rate of pay to a maximum of Plant Engineer, if already recognized at this level.
 - ii) Upon successful completion of year one of the Apprenticeship Program, the pay rate will be 80% of the Trades Rate, per Schedule "A", or the Incumbent's existing rate of pay to a maximum of Plant Engineer, if already recognized at this level.
 - iii) Upon successful completion of year two of the Apprenticeship Program, the pay rate will be 90% of the Trades Rate, per Schedule "A", or the Incumbent's existing rate of pay to a maximum of Plant Engineer if already recognized at this level.

- iv) Upon successful completion of the Apprenticeship, the Incumbent will become a Journeyman and will be eligible to be paid a premium in accordance with 10.04 of the Collective Agreement.
- v) With respect to the above pay categories, it is understood that the Incumbent will move from one year of the program to the next successive year when so recognized by the Government Agency responsible for program coordination. Due to the part-time nature of available qualifying time, this will not be synonymous with any calendar year or other twelve (12) consecutive month period. It is also recognized that the Incumbent's initial placement into the program may begin at a level greater than year one; depending upon his/her qualifications, as determined by the Government Agency.
- e) The Company will pay the Incumbent his/her wages during those periods he will be attending school as part of his/her apprenticeship training.
- f) The Company will cover all incurred costs for text books and course materials prescribed by the Government Apprenticeship Program; these monies are payable by the Company.
- g) The Company will provide all necessary documentation of the Incumbent's qualifying experiences to the Union, as required for administration purposes with the appropriate government agency.

3) The Incumbent:

- a) Withdrawing from the Apprenticeship Program or if he fails to pass two (2) successive government exams. In this case, the Incumbent will return to his/her previously held job, he will be eligible to apply for future apprenticeship opportunities after one year, providing they have demonstrated skill upgrading.