

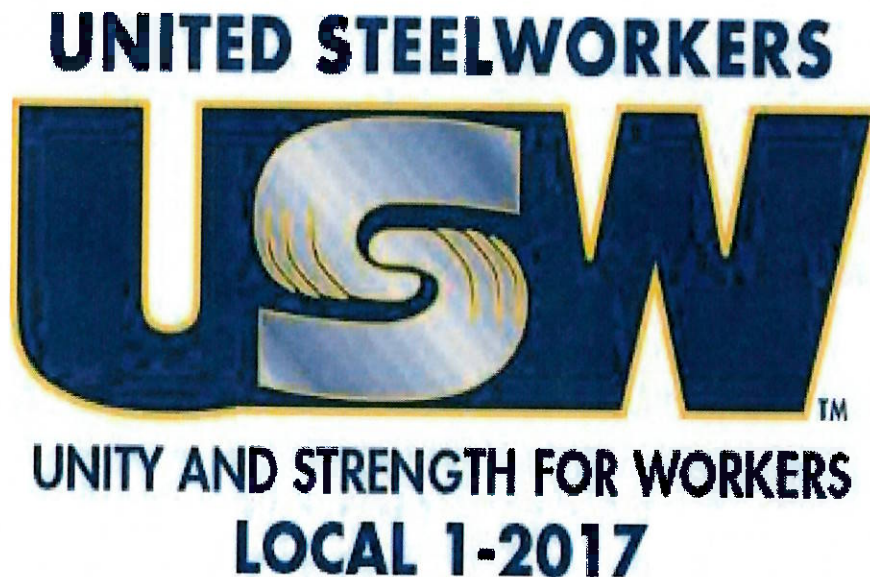
COLLECTIVE AGREEMENT

BETWEEN

NORTHWEST WOOD TREATERS

AND

UNITED STEELWORKERS LOCAL 1-2017



FEBRUARY 24, 2020 – FEBRUARY 23, 2024

BETWEEN:

NWWT GENERAL PARTNER INC.

(the "EMPLOYER")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION,
LOCAL NO. 1-2017

(the "UNION")

ARTICLE 1 - PURPOSE OF THE AGREEMENT

Section 1: It is the general purposes of this Agreement to:

- a) establish and maintain a mutually satisfactory relationship between the Employer and the Union;
- b) set out the agreed terms and conditions of employment for the members of the bargaining unit; and
- c) provide a mechanism for the prompt and equitable disposition of grievances that may arise between the parties with respect to matters covered under this Agreement.

Section 2:

- a) The Employer and Union agree that there will be no strikes or lockouts so long as this Agreement continues in legal force and effect.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1:

The Union recognizes and acknowledges that except to the extent specifically modified by this Agreement the Employer reserves all management rights and it is the Employer's exclusive right to manage its operations and direct employees. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Operate and manage the Employer's business;
- b) Maintain order and efficiency;
- c) Make, alter and enforce rules and regulations, policies and practices to be observed by its employees;
- d) Hire, assign work, classify, transfer, promote and demote, lay off and recall employees;
and
- e) Discharge, suspend or otherwise discipline employees.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

Section 1: Exclusive Bargaining Agent / Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit on whose behalf the USW Local 1-2017 have been certified as bargaining agent except and excluding foreman and others having authority to hire and fire, office workers, supervisory officials and salesman.

Section 2: Dues Check Off

The Employer will require all new employees at the time of hiring to execute an assignment of wages, the forms to be supplied by the Union, and said forms to be forwarded to the Union within 15 days following date of hire.

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.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union 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 3: Employer Deductions from Wages - Employee Benefit Plans

The Parties agree that the Employer shall deduct from an employee's wages and shall remit the employee's contributions to the appropriate employee benefit plan, as agreed to by the parties to this Agreement.

Section 4: Time for Union Business

- a) It is understood that shop stewards will conduct their duties so as to avoid disrupting or interrupting the Employer's operations. Shop Stewards will obtain the permission of their Supervisor or Manager before leaving their work and they will only do so in order to perform their duties related to safety sensitive matters, issuing of discipline or grievance meetings. Such permission will not be unreasonably withheld.
- b) Subject to operational requirements as set out in Article 13, Section, leave of absence without pay but without loss of seniority will be granted to:
 - (i) A maximum of two (2) representatives of the Union on the Union's Bargaining Committee;
 - (ii) Employees required to appear as witnesses for the Union at arbitration, the B.C. Labour Relations Board, or the B.C. Human Rights Tribunal; and
 - (iii) A maximum of two (2) employees elected as the Union's representatives to attend Joint Consultation Committee meetings.

- c) The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this section.

Section 5: Bargaining Unit Work

While it is understood that excluded employees, on occasion, perform some bargaining unit work, the Employer has no intention to regularly assign bargaining unit work to excluded employees.

ARTICLE 4 - HUMAN RIGHTS

The Employer and the Union subscribe to the principles of the B.C. *Human Rights Code*, as amended.

ARTICLE 5 - JOINT CONSULTATION COMMITTEE, SHOP COMMITTEE AND HEALTH AND SAFETY COMMITTEE

Section 1: Joint Consultation Committee

- a) The parties agree to establish a Joint Consultation Committee in order to discuss issues relating to the workplace.
- b) The Joint Consultation Committee has no power to interpret, modify or vary the terms of this Agreement.

Section 2: Structure

The Joint Consultation Committee shall be comprised of one or two representative(s) selected by the Employer and one or two representative(s) of the Union, who are members of the Shop Committee.

Section 3: Meetings

On the request of either party, the Joint Consultation Committee shall meet at least once every two months at a mutually agreeable time and place until this Agreement is terminated.

Section 4: Shop Committee

- a) For the purpose of this Agreement, the Shop Committee are members who are appointed by the Union.
- b) The Shop Committee shall consist of not less than two (2) employees and not more than four (4) employees with completed probationary period of employment with the Employer who are members of the Union and, wherever possible, they shall be from different classifications.
- c) The Employer will recognize up to four (4) Shop Stewards as identified by the Union and shall be furnished with a list of current Shop Stewards.
- d) The Union will, within sixty (60) days from the date of this Agreement, notify the Employer in writing of the members of the Shop Committee.
- e) The Union or Shop Committee will inform the Employer in writing when any member change takes place on the Shop Committee or to the Shop Stewards. No member of the Shop Committee or Shop Stewards will be recognized by the Employer unless the above procedure is carried out.
- f) Section 4 will not apply in reference to the Health and Safety Committee, where the members are designated according to the provisions of the *Workers Compensation Act*.

Section 5: Health and Safety Committee

- a) The Parties shall maintain a Health and Safety Committee consisting of not more than six (6) members nor less than four (4) members.
- b) The Health and Safety Committee shall consist of an equal number of representatives of the Employer and the employees. Employee representatives will be elected by a vote supervised by the Union.

- c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.
- d) The general duties of the Health and Safety Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.
- e) The Employer will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Health and Safety Committee meetings outside of working hours. The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- f) Where Health and Safety Committee meetings are held during working hours with the consent of the Employer, employees' time will not be deducted for attending such meetings or investigations into accidents.
- g) When a fatal accident has occurred, any one or all employees working in the immediate proximity may without discrimination refrain from working the balance of the shift.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1: Grievances

The Employer and the Union recognize that grievances may arise concerning:

- a) differences or disputes between the Union and the Employer over the interpretation or application of this Agreement including a question as to whether a matter is arbitrable; or
- b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

Section 2: Time Limits

- a) The Employer and the Union agree that it is of the utmost importance to commence, process, and resolve grievances as quickly as possible.
- b) The time limits for each step of the grievance procedure and referral to arbitration (including Article 7) are fourteen (14) calendar days, are mandatory and may only be extended by mutual agreement in writing between the Employer and the Union. All "days" refer to calendar days. If the employee/Union does not commence a grievance or move to the next higher level within the prescribed time limit or the agreed extended time limit, the grievance will be deemed to be abandoned and inarbitrable.

Section 3: Grievance Procedure

In the event that a grievance should arise it shall be dealt with in the following manner, without stoppage of work:

Step 1

The individual employee involved with or without the Shop Steward shall first take up the matter with the member of management directly in charge of the work within fourteen (14) days from the occurrence of the event or events giving rise to the grievance or from the time when the employee has knowledge or may be reasonably presumed to have knowledge of such event or events.

Step 2

If a satisfactory settlement is not then reached, it shall be reduced to writing by both parties when the same employee and the Shop Steward shall take up the Grievance with the Plant Manager. If desired the Union Business Agent shall accompany the Shop Steward.

Step 3

If the grievance is not then satisfactorily solved, it shall be referred to the Business Agent and the Management.

Step 4

If a satisfactory settlement is not then reached it shall be dealt with by arbitration as

hereinafter provided

The Parties agree that the operation of Section 87 of the *Labour Relations Code* is specifically excluded from this Agreement.

ARTICLE 7 – ARBITRATION

Section 1: Arbitrator

After exhausting the grievance procedure in Article 6, a single arbitrator will be selected by mutual agreement by the Parties. The Arbitrator's decision shall be final and binding upon the Parties. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement.

Section 2: Expenses

The expenses of the Arbitrator shall be equally divided between Employer and the Union. Any witnesses called by the Parties will be at the expense of the party who calls the witness.

ARTICLE 8 - CONDUCT AND DISCIPLINE

Section 1: Reasonable Cause

Employees may be disciplined or dismissed for reasonable cause.

Section 2: Shop Stewards

- a) If the Employer intends to meet with an employee to issue discipline or dismiss an employee, the employee shall have the right to request a Shop Steward be present, provided that it will not result in undue delay in the appropriate action being taken.
- b) This Section shall not apply to discussions that are of an operational nature or other discussions that do not involve issuing discipline or dismissal.

Section 3: Discipline Record

If an employee is discipline-free for two (2) years, then any discipline on their record will be cleared. The following does not apply to matters involving bullying, harassment, violence or serious workplace safety violations, including but not limited to lock-out violations and improperly entering restricted areas. The two (2) years will not continue to run during time away from work, except statutory holidays and vacation.

Section 4: Probationary Period

Sections 1 and 2 of this Article does not apply to employees during the probationary period. The dismissal of an employee during their probationary period shall be subject to Article 14 - Probationary Period.

ARTICLE 9 - SENIORITY

Section 1: Seniority

Seniority rights shall apply only to the extent expressly provided in this Agreement.

Section 2: Seniority Defined

Seniority shall be based on the employee's date of hire as a regular full time employee.

Section 3: Loss of Seniority

Seniority shall be permanently lost and employment automatically terminated for any of the following reasons:

- a) the employee resigns their employment;
- b) the employee retires;
- c) the Employer discharges the employee for reasonable cause and the employee is not reinstated;
- d) the employee is absent from work without Employer permission for more than three (3) working days and the employee has not provided a satisfactory explanation and documentation for that absence;
- e) the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence of vacation from the Employer and the employee has not provided a satisfactory explanation and documentation for overstaying;
- f) the employee fails to respond and return to work as required if recalled pursuant to Article 10 - Layoff and Recall of this Agreement; or
- g) When an employee's recall rights expire.

Section 4: Seniority List

- a) The Employer agrees to post a current seniority list for employees, by classification, in the months of January and June of each calendar year and to supply a copy to the Union.

ARTICLE 10 – LAYOFF AND RECALL

Section 1: Layoff Procedure

- a) In the event of a layoff, the junior employee in the classification affected shall be laid off first provided that the remaining employees have the skill, ability and qualifications to perform the required work. Subject to (b), an employee laid off may attempt to use their seniority to bump the most junior employee in an equal or lower rated classification provided the employee has the skill, ability and qualifications to perform the work efficiently as determined by the Employer.
- b) In order to attempt bump into a Treating classification, the employee seeking to bump must have worked in the Treating classification within the last six (6) months and provided the employee has the skill, ability and qualifications to perform the work efficiently as determined by the Employer.

Section 2: Recall

- a) Employees with two (2) years or less seniority are eligible for recall within a five (5) month period after being laid off.
- b) Employees with more than two (2) years seniority are eligible for recall within a twelve (12) month period plus one (1) additional month for each year of service beyond the first two (2) years, up to a maximum of fifteen (15) months total.
- c) Employees recalled for more than three (3) days will have their recall period refreshed.

Section 3: Recall Procedure

- a) In the event of a recall, subject to (b), the senior employee shall be recalled first provided that they have the skill, ability and qualifications to perform the required work efficiently as determined by the Employer.
- b) In order to be recalled into a Treating classification, the employee seeking recall must have worked in the Treating classification within the last six (6) months prior to lay off and provided the employee has the skill, ability and qualifications to perform the work efficiently as determined by the Employer.

Section 4: Responsibilities on Recall

- a) Employees on recall are responsible for providing the Employer with a current telephone number.
- b) Employees on recall must respond to a recall request within four (4) calendar days from being called for recall and must return to work within ten (10) calendar days from being called for recall. Failure to do so will result in loss of seniority and the employee's employment will be terminated.

ARTICLE 11– TERMINATION

Section 1: Permanent Plant Closure

- a) Employees terminated by the Employer because of permanent closure of the plant shall be entitled to five (5) days' pay for each year of continuous service with the Employer, and thereafter for partial years in increments of completed months of service with the Employer, to a total maximum of one hundred (100) days.
- b) Where the plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the Employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- c) If the plant is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in a) above based on their continuous service with the Employer at the time of their layoff.

ARTICLE 12 – JOB POSTINGS

Section 1: Job Postings

- a) All new or vacant full time positions shall be posted for a period of seven (7) calendar days. The successful applicant will be determined by the Employer considering seniority, the skill, ability and qualifications to perform the required work.
- b) If, within 320 worked hours of the successful applicant starting the job, the successful applicant is unsatisfactory or wishes to revert back to their previous position, they shall be returned to their previous position (as will other employees who moved as a result of the successful applicant moving) and the job posting shall be filled based on the original list of applicants.
- c) The Employer may elect to advertise externally simultaneously with the internal posting, but will only hire externally if there is no internal applicant with sufficient skill, ability and qualifications to perform the required work.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1: General Leave

- a) Any employee desiring leave of absence for any reason other than those set out in this Article must obtain approval in writing from the Employer, a copy of such leave to be forwarded to the Union.

Section 2: Illness of Injury Leave

The Employer will grant leave of absence to employees suffering illness or injury, subject to a medical certificate if requested by the Employer. The employee shall report to the Employer the illness or injury which requires their absence. The employee shall have a reasonable period of time to present a medical certificate if requested by the Employer.

Section 3: Union Leave

- 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 the Employer within thirty (30) calendar days after completion of his/her 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) It is agreed that before the employee receives this Leave of Absence as set forth in Section 3 a) and b) above, the Employer will be given notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b)– five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves 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. For clarity, not more than one employee per job title may be on such leave, and provided no other employee in that job title is on leave during the same time. In such cases, the Union will cooperate with the Employer in an effort to make qualified substitute employee's available or select alternate delegates to attend Union functions. The above does not guarantee the right for an employee in each job title to be away at the same time if it impairs production or inhibits the normal functioning of the operation.

Section 9: Bereavement Leave

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted a leave of absence for which they shall be compensated at their regular straight time hourly rate of pay for hours lost from 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, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren and step-children.
- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 11: Public Office

- a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Employees elected or appointed to Federal, Provincial or Municipal office, shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where 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 his/her Company within thirty (30) calendar days after completion of public office.

ARTICLE 14 – PROBATIONARY PERIOD

Section 1: Duration

The probationary period for a new employee shall be up to 560 worked hours from the date of hire.

Section 2: Suitability

Probationary employees will receive performance reviews during the probationary period. During the probationary period, the Employer may terminate a probationary employee if it deems that probationary employee unsuitable for continued employment. The decision as to whether a probationary employee is suitable for continued employment is within the sole discretion of the Employer so long as that decision is not arbitrary, discriminatory or made in bad faith.

Section 3: Termination

If a probationary employee is terminated without cause during the probationary period, the notice or pay in lieu, if any, is governed by the B.C. *Employment Standards Act*.

Section 4: Completion of Probation

Probationary employees who successfully complete their probationary period shall be placed on the seniority list in accordance with their date of hire.

ARTICLE 15 - PAYMENT OF WAGES

Section 1: Pay Days

The Employer shall provide for pay days every second week and each employee shall be provided with an itemized statement of earnings and deductions, which may be provided electronically.

ARTICLE 16 – Classifications and Wages

Section 1: Classifications

Classifications		Job Title
1	Treating	Senior Treater
		T2 - Treater
		T1 - Treater
2	Maintenance	Millwright (Tix)
		Asst Millwright (No Tix)
3	Forklift Operators	Forklift Operator
4	Production	Incise/Planer Operator
		Strapping Operator
		General Labourer
5	Janitorial	Janitor

Section 2: Wage Grid

Job Title	Year 1	Year 2	Year 3	Year 4
Millwright (Tix)	\$ 37.00	\$ 37.93	\$ 38.87	\$ 39.84
Asst Millwright (No Tix)	\$ 22.95	\$ 23.52	\$ 24.11	\$ 24.71
Senior Treater (Tix)	\$ 23.75	\$ 24.34	\$ 24.95	\$ 25.58
T2 - Treater (Tix)	\$ 22.35	\$ 22.91	\$ 23.48	\$ 24.07
T1 - Treater	\$ 19.00	\$ 19.48	\$ 19.96	\$ 20.46
Forklift Operator	\$ 18.50	\$ 18.96	\$ 19.44	\$ 19.92
Incise/Planer Operator	\$ 18.25	\$ 18.71	\$ 19.17	\$ 19.65
Strapping Operator	\$ 18.25	\$ 18.71	\$ 19.17	\$ 19.65
General Labourer	\$ 17.00	\$ 17.43	\$ 17.86	\$ 18.31
Janitor (Part Time)	\$ 20.40	\$ 20.91	\$ 21.43	\$ 21.97

Section 3: Red Circled

Employees receiving a higher wage than set out in the above Wage Grid for their job title at the time this Agreement comes into force will have their wage red circled until the Wage Grid for their job title exceeds it or until the employee posts or bumps into another job. In addition, they will be entitled to the following lump sum payments as follows, if they continue to be red circled at the relevant time:

- After ratification of this Agreement: \$500
- Beginning of Year 2: \$500
- Beginning of Year 3: \$600
- Beginning of Year 4: \$750

Section 4: RRSP

The Employer will make RRSP contributions to the Employer group RRSP for each employee, excluding probationary employees, as follows:

- After ratification of this Agreement: \$0.20/hour worked
- Beginning of Year 2: \$0.20/hour worked
- Beginning of Year 3: \$0.25/hour worked
- Beginning of Year 4: \$0.25/hour worked

For this section, hours worked includes actual hours worked, paid statutory days, paid vacation days and paid bereavement leave days.

Section 5: Boot Allowance

Treaters will be reimbursed \$200 per 12 months towards approved CSA, ankle high, steel toed safety footwear upon proof of purchase.

All other employees will be reimbursed \$100 per 12 months towards approved CSA, ankle high, steel toed safety footwear upon proof of purchase.

Section 6: Shift Premium

Employees who work an evening or graveyard shift will receive a \$0.20/hour shift premium.

Employees who worked a 4x10 hour shift on February 12, 2020 will received a one-time payment of \$150, less statutory deductions, upon ratification in recognition of ending any day shift premiums for those employees.

Section 7: First Aid Premium

The Employer will designate two First Aid employees per shift. A designated Employee with Level 3 qualification will receive a \$0.85/hour premium for hours worked. A designated Employee with Level 2 qualification will receive a \$0.50/hour premium for hours worked. In the event that a Level 3 qualification is no longer required for the Employer, designated employees with Level 3 will continue to receive the Level 3 premium for hours worked until their qualification expires. Employees requested by the Employer to get or renew a First Aid qualification will be paid their regular base wage for the time attending the course and the Employer will pay for the course.

Section 8: Work in Other Jobs

In the event an employee is assigned by management to work in another Job with a higher wage for more than two (2) hours, the employee will received the higher wage of that Job for the two (2) hours and rounding up to the nearest thirty (30) minute increments for all additional time.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

Section 1: Hours of Work

The schedules attached as Appendix “B” may be scheduled by the Employer and are not eligible for overtime premiums.

The Employer will provide two (2) weeks’ notice to the impacted employees of any change in schedule.

Section 2: Overtime Premiums

Except as set out above, overtime premiums are pursuant to the B.C. *Employment Standards Act*.

ARTICLE 18 – STATUTORY HOLIDAYS

Section 1: Statutory Holidays

Statutory Holidays are pursuant to the B.C. *Employment Standards Act*, (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other holiday prescribed by regulation) with the addition that Boxing Day is added as a Statutory Holiday, and subject to the following entitlement conditions.

Section 2: Entitlement Conditions

- a) The employee must be employed for at least 30 calendar days before the Statutory Holiday; and
- b) The employee must work their last scheduled shift which immediately precedes the Statutory Holiday and must work and their scheduled shift which immediately follows the Statutory Holiday, unless on leave authorized by the Employer.

ARTICLE 19 – VACATIONS

Section 1: Length of Vacation

- a) Employees shall be entitled to take annual vacation as follows:
 - i) Two (2) weeks per year after the Probationary Period, prorated in the first year,
 - ii) Three (3) weeks per year after completion of five (5) consecutive years of continuous employment; and
 - iii) Four (4) weeks per after completion of ten (10) consecutive years of continuous employment.

Section 2: Vacation Pay

- a) Vacation pay for employees shall be calculated as follows
 - i) 4% of total wages after completion of five (5) consecutive days of continuous employment;
 - ii) 6% of total wages after completion of five (5) consecutive years of continuous employment; and
 - iii) 8% of total wages after completion of ten (10) consecutive years of continuous employment.
- b) Vacation pay will be paid at each pay period.

Section 3: Scheduling of Vacation

- a) The vacation year shall be from June 1 to May 31, and prorated for employees who work partial years.
- b) Employees must take their annual vacation within twelve (12) months of completing the year of employment entitling the employee to the vacation. For clarity, annual vacation time cannot be carried forward into any subsequent year.
- c) Vacation schedule opportunities by classification for the vacation year will be posted during the first week of March. Employees must submit their requests by the last Friday of the third week of March and the allocation will be done by seniority, per classification. The completed vacation schedule will be posted by the Friday of the second week of April.
- d) The Employer reserves the right to limit vacation time to one (1) week per employee during peak holiday times (July Canada Day long weekend to September Labour Day long weekend) during the initial vacation booking. If there is time open afterwards the staff can fill those days on a first come first serve basis.
- e) In granting vacation, the Employer will take into account the needs of the operation.

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

Section 1: Coverage

- a) Employees will be covered the first day of the month after they have completed the Probationary Period.
- b) For coverage to continue, employees must be actively working at least 20 hours per week or on leave pursuant to the B.C. *Employment Standards Act* or injury or illness leave.
- c) Employees on layoff will have coverage continued for three (3) months. In the event an employee is recalled, but their coverage has ended, their coverage will be renewed if the employee is recalled for five (5) working days in a thirty (30) calendar day period.

Section 2: Health and Welfare Benefits

- a) The following benefits, currently in place and detailed below, will be made available by the Employer and funded as follows:
 - i) Extended Health – funded by Employer
 - ii) Dental – funded by Employer
 - iii) LTD – funded by Employer
 - iv) Life Insurance – funded by Employer
 - v) Optional Life Insurance – funded by Employee
 - vi) AD&D - funded by Employer
 - vii) EAP – funded by Employer
 - viii) MSP - funded by Employer

Extended Health

- **Premiums**
 - o paid 100% by Employer
- **Deductible**
 - o \$75 per benefit year (January 1 to December 31)
- **Reimbursement Level**
 - o For all eligible expenses, the reimbursement percentages are described below. However, for Prescription drugs, Medical services and equipment and Paramedical services combined, the reimbursement percentages described below apply to the first \$1,000 of expenses per person per benefit year.
 - o Thereafter, any eligible expenses in excess of \$1,000 per person per benefit year, other than referred services, are paid at 100%.
- **Prescription Drugs**
 - o 80% after the deductible
 - o Drugs covered under this plan must have a Drug Identification Number(DIN) and be approved under Drug Evaluation
 - o There are drugs and treatments that are not covered. Refer to the Extended Health care booklet.
- **In-province hospital**

- 100%, without the deductible, of the difference between the cost of a ward and a private room.
- **Convalescent hospital**
 - 100%, without the deductible, up to a maximum of 90 days per benefit year for treatment of an illness due to the same or related cause.
- **Out-of-province emergency services**
 - 100% without the deductible
 - Emergency travel assistance included
 - Maximum of 180 days per trip
 - Lifetime maximum of \$5,000,000 per person for out-of-Canada services
- **Out-of-province referred services**
 - 50% without the deductible
 - Maximum of \$3,000 per person over a period of 3 benefit years for out-of-Canada services
- **Medical services and equipment**
 - 80% after the deductible
- **Paramedical services**
 - 80%, after the deductible, up to a maximum of \$500 per person per benefit year per specialty for the qualified paramedical practitioners listed below:
 - Social workers
 - Massage therapists
 - Physiotherapists
 - Naturopaths
 - Dieticians
 - Occupational therapists
 - Osteopaths or osteopathic practitioners, including x-ray examinations
 - Chiropractors, including x-ray examinations
 - 80%, after the deductible, up to a maximum of \$100 per person per benefit year per specialty for the qualified paramedical practitioners listed below:
 - Speech therapists
 - Acupuncturists
 - Podiatrists or chiropodists, including x-ray examinations
- **Vision care**
 - 100%, up to a maximum of \$250 per person in any 24-month period
- **Visual therapy**
 - 100%, up to a lifetime maximum of \$200 per person
- **Termination**
 - When you retire or reach age 75, whichever is earlier.

Dental Care

- **Premiums**
 - paid 100% by Employer
- **Benefit year**
 - January 1 to December 31
- **Deductible**
 - None
- **Fee guide**

- The current fee guide in the province where the employee lives, regardless of where the treatment is received.
- **Reimbursement percentages**
 - Preventative procedures - 80%
 - Basic procedures - 80%
 - Major procedures - 60%
 - Orthodontic procedures - 60%
- **Maximum benefit**
 - Benefit year maximum
 - Preventative and Basic dental procedures – unlimited
 - Major dental procedures - \$3,000 per person
 - A separate lifetime maximum applies to Orthodontic expenses
 - Lifetime maximum
 - Orthodontic procedures - \$3,000 per person
 - Late applicant maximum
 - \$300 per person during the first 36 months for Orthodontic procedures and \$125 per person during the first 12 months for all other expenses combined.
 - Termination
 - When you retire or reach age 75, whichever is earlier.

Long Term Disability

- **Premiums**
 - 100% paid by Employer
- **Maximum amount**
 - 66.7% of the first \$3,000 of your monthly basic earnings, plus 50% of the balance of your monthly earnings, up to a maximum benefit of \$6,000
 - The maximum amount may be reduced by benefits and payments provided from other sources as described in the Long-Term Disability section of the benefits booklet.
- **Elimination period**
 - 112 days
- **Maximum benefit period**
 - The period ending on the last day of the month in which you reach 65.
 - Benefits may also end on an earlier date as specified in the Long Term Disability section of the benefits booklet.
- **Termination**
 - The day you reach 65 less the elimination period or the day you retire, whichever is earlier
- **Tax status**
 - The benefit payments are taxable income as the Employer is paying the premiums.

Employee Basic Life Insurance

- **Premium** 100% paid by Employer
- Amount is \$100,000
- **Reduction**
 - o Coverage is reduced to 50% of the above amount when you reach age 65
 - o If you continue, or begin, to work after having reached age 65, the insurance provider calculates the amount for which you would have been eligible if you had not reached age 65, then, will apply the above reduction clause to calculate the amount for which you are eligible
- **Termination**
 - o When you retire or reach age 70, whichever is earlier.

Employee Optional Life Insurance

- **Premiums** 100% paid by Employee
- **Amount**
 - o Can select coverage in units of \$5,000
- **Maximum**
 - o \$500,000
- **Proof of good health**
 - o Approval required on the initial optional amount of coverage and any increase in that coverage requested by the employee
- **Termination**
 - o When you retire or reach age 70, whichever is earlier

Spouse Optional Life Insurance

- **Premiums** 100% paid by Employee
- **Amount**
 - o Can select coverage in units of \$5,000
- **Maximum**
 - o \$500,000
- **Minimum**
 - o \$10,000
- **Proof of good health**
 - o Approval required on the initial optional amount of coverage and any increase in that coverage requested by the employee
- **Termination**
 - o When you retire or reach age 70, whichever is earlier

Child Optional Life Insurance

- **Premiums** 100% paid by Employee
- **Amount**
 - o Can select coverage in units of \$5,000 per child
- **Maximum**
 - o \$5,000
- **Termination**

- When you retire or reach age 70, whichever is earlier

Employee Accidental Death and Dismemberment

- **Premiums** 100% paid by Employer
- **Amount**
 - Equal to Employee Basic Life Coverage
- **Termination**
 - When you retire or reach age 70, whichever is earlier

Employee Assistance Program

- **Premiums** 100% paid by Employer

BC Medical Services Plan

- **Premiums** 100% paid by Employer

Specific terms of each benefit are governed by the applicable benefit plan document.

Section 3: Disputes

Any dispute regarding eligibility or entitlements may only be pursued with the provider of the benefit in dispute, and are not subject to a grievance under this Agreement.

ARTICLE 21: SAFE WORK

- a) The parties agree that safety is a priority.
- b) Employees have the right to refuse work if they have a reasonable basis to believe that performing the work would create undue hazard to the health or safety of any person.
- c) An employee refusing work under b) must immediately report the circumstances of the reasonable basis to their Supervisor or delegate.
- d) If the Supervisor or delegate disagrees there is a reasonable basis, and the employee continues to refuse the work, they may seek the opinion of a Health and Safety Committee employee member and Employer member, if available. If not available, the employee can choose another coworker and the Supervisor or delegate can chose another Employer representative.
- e) If after reviewing the work under d), the employee still believes there is a reasonable basis to refuse the work, the Supervisor or delegate and employee will immediately notify a WorkSafeBC Officer, who will investigate the matter.
- f) In the event a second employee is assigned the work in question, that second employee will be informed by the Supervisor or delegate that the previous employee refused the work and the basis for the refusal. That second employee will have the right to refuse the work if they have a reasonable basis to believe that performing the work would create undue hazard to the health or safety of any person.
- g) No employee will be subject to discriminatory action for refusing in good faith and in accordance with the applicable Occupational Health and Safety Regulations, s. 3.12.

ARTICLE 22 - TERM OF AGREEMENT

Section 1:

- (a) The Parties agree that this Agreement shall be effective from and after February 24, 2020, to midnight February 23, 2024, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. If no agreement is reached at the expiration of this Agreement and negotiations are continued, the Agreement shall remain in force up to the time a new agreement is reached or until a legal strike or lockout.
- (b) The Parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* from the Agreement.

Signed this 3RD day of MARCH, 2020.

UNITED STEELWORKERS
LOCAL 1-2017

Brian Shook

NWWT GENERAL PARTNER INC.

J. SHOFF

COLLECTIVE AGREEMENT

BETWEEN

NWWT GENERAL PARTNER INC.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION, LOCAL
NO. 1-2017**

February 24, 2020 – February 23, 2024