

COLLECTIVE AGREEMENT

BETWEEN

**WESTBIN E360S
(hereby known as the “Employer”)**

AND

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

**ON BEHALF OF LOCAL UNION 1-2017
(hereby known as the “Union”)**

**TERM
AUGUST 28, 2024 – AUGUST 30, 2026**

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ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the intent and purpose of the Parties hereto that this Agreement, which has been negotiated and entered into in good faith, will promote and improve industrial relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto and:
- (a) to recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
 - (b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - (c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - (d) to establish a just and prompt procedure for the disposition of grievances;
 - (e) and, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer, and the employees which will be conducive to their mutual well being.

ARTICLE 2 – RECOGNITION

- 2.01 In this Agreement, Bargaining Unit means employees employed by the Employer at 2001 Industrial Way, Prince George, B.C. V2N 5S6 except office staff, and those excluded from collective bargaining by Section 1 of the Labour Relations Code, R.S.B.C. 1996, c. 244.
- The Employer recognizes the Union as the sole bargaining agent for the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of work and conditions of employment.
- 2.02 Bargaining unit work shall only be performed by bargaining unit personnel except as provided within this Article.
- 2.03 Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, subject to one or more of the following exceptions:
- (a) to do test work and tune-up work on new or modified equipment;
 - (b) for instructional purposes;
 - (c) for the purpose of experimentation;
 - (d) for the development of new methods or products;
 - (e) for specialized projects not normally within the realm of day to day plant production;

- (f) to do necessary work where the utilization of employees cannot be effected quickly enough to sustain necessary production in the various departments;
- (g) for emergency purposes, repairs and maintenance.

PROVIDED that none of the foregoing exceptions will alter the conditions of employment of employees to their detriment.

- 2.04 No employee shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the express terms of this Agreement.

ARTICLE 3 - MANAGEMENT

- 3.01 Subject to the express provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right to manage its business in all respects including but not limited to the following:

- (a) To plan, direct, and control operations, to schedule work, to determine the methods, processes, and means of work, to determine the location and facilities, and the extent to which locations shall operate.
- (b) To hire, promote, demote, classify, transfer, assign, reassign and layoff employees and to discipline, suspend and discharge employees for just and reasonable cause. The Employer in carrying out their obligations under this Agreement, shall not discriminate in matters of hiring , training, promotion, demotion, classifying, transfer, assign, reassign and or layoff otherwise because of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, or conviction of a criminal or summary conviction offence unrelated to employment. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.
- (c) To direct the work force, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
- (d) To make and to alter from time to time reasonable rules and regulations to be observed by all employees provided such alteration does not conflict with an express provision of this Agreement. The Union and the employee(s) affected shall be notified prior to any new or changed rules or regulations taking effect.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Membership

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Employer in writing to deduct Union dues from their pay.

The Union will provide a Check-off Authorization to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers Local 1-2017 at 100- 1777 3rd Avenue, Prince George, B.C. V2L 3G7

- (b) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which shall be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).
- (d) All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.
- (e) the Employer will provide a Union Representative up to fifteen (15) minutes of time, once per month, to train all new employee(s) from the prior thirty (30) days, to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The Employer shall also provide the new employee with a copy of the current Collective Agreement.

4.02 Check-Off: Process and Procedures

- (a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers or the USW Local 1-2017 Union by-laws.
- (b) The Union will give reasonable notice to the Employer of any changes in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- (c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers
P.O. Box 9083
Commerce Court Postal Station Toronto, Ontario, Canada
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
 - (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by email to:
 - (i) United Steelworkers, Local Union 1- 2017
 - (f) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
 - (g) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.
- 4.03 The Employer shall not contract-out any bargaining unit work. With the exception of the following:
- (a) The use of contractors or sub-contractors that physically perform any work off the site (Truck Driver / IFO) shall not cause lay-offs to those bargaining unit employees.
- 4.04 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members, agree that they will not permit, cause, or encourage or take part in any sit-down, slowdown, or stoppage of work on any department or any strike or stoppage nor authorize or condone any curtailment of work or restriction or interference with production at the Employer's operation.
- 4.05 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.
- 4.06 The Union has the right to appoint or elect two (2) members of the Bargaining Unit to their Negotiation Committee. The Employer agrees to pay all wages and benefits accrued by the employees of the Employer while preparing for and while in negotiations

ARTICLE 5 - RATES OF PAY

- 5.01 Employees within the Bargaining Unit shall be paid in accordance with the rates of pay for the applicable classification as negotiated by the Employer and the Union. The applicable rates of pay are found in Appendix "A" to this Agreement.
- 5.02 Additional classifications may be established by the Employer from time to time. The rates for same shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree upon a rate for the new classification, the dispute may be referred to arbitration by either Party.

- 5.03 When an employee from a higher classification is requested to work temporarily, or until permanently reclassified, at a lower-rated classification, they shall continue to be paid at the rate for the higher- rated classification.
- 5.04 An employee reclassified or assigned to a higher rated classification on a temporary or permanent basis shall be paid the established rate for that higher rated classification for all hours worked in the higher rated classification.

ARTICLE 6 HOURS OF WORK AND REST PERIODS

- 6.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week or restrict Management's rights as set out in Article 3.
- 6.02 The work day shall commence at the start of the employee's regularly scheduled shift and end twenty four (24) hours later.
- 6.03 A work week for the purposes of this Article shall consist of seven (7) consecutive days beginning at midnight Saturday.
- 6.04 The Employer and the Union agree to the following shift schedules:
- (a) Eight Hour Shift - Steady Days:
Eight (8) hours per day, five (5) days per week, Monday through Friday. The normal hours of work shall be between 6:00 a.m. and 6:00 p.m.
 - (b) Ten Hour Shift – Steady Days, consecutive
Ten (10) hrs/day, Forty (40) hrs/week, Monday to Friday
 - (c) Ten Hour Shift - Semi Continuous:
Ten (10) hours per day which is based on a work cycle that is eight (8) consecutive weeks (four (4) shifts on, four (4) shifts off). The normal start times shall be between 2:00 a.m. and 7:00 a.m. Should the Employer need, on an ad-hoc basis, to start early due to operational needs, they will speak with the driver and have mutual agreement of such change before implementation.
 - (d) For Quinn Street Employees only, eight (8) hrs/day, forty (40) hrs/week, Sunday – Wednesday or Thursday-Sunday
 - (e) There will be minimum hours of rest between all shifts as prescribed by applicable legislation. The Parties agree to discuss other shift design options for the purpose of reducing fatigue.

6.05 Lunch Breaks

- (a) All employees shall have a lunch break of thirty (30) minutes normally in the middle of the shift as well as fifteen (15) minute breaks in each half of the shift. All breaks shall be paid. No breaks in the first or last hour of the shift.

6.06 Modification of Schedules

Modification of, or new shift schedules, shall be made and posted wherever possible, not later than forty-eight (48) hours preceding the scheduled change. Where less than forty-eight (48) hours notice is given, the employee(s) shall report for work and the Employer shall pay, by the way of penalty, time and one half (1 ½) for the first shift worked following such change. No employee's regular schedule shall be reduced or interrupted to avoid payment of penalty

6.07 Days off shall be scheduled consecutively.

6.08 When overtime is needed for operational needs, the Employer shall offer overtime by seniority, based on a senior may, junior must process.

6.09 Overtime

(a) Eight Hour Shift

One and one half (1 ½) times the employee's regular hourly rate shall be paid for:

- (i) time worked in excess of eight (8) hours in any twenty four (24) hour period.
- (ii) time worked in excess of forty (40) hours in a work week.
- (iii) time worked on the employee's first scheduled day of rest, but only if it is in that work week.

Two (2) times the employee's regular hourly rate shall be paid for.

- (i) time worked in excess of ten (10) hours in any twenty four (24) hour period.
- (ii) time worked in excess of forty eight (48) hours per week.
- (iii) all hours worked on an employee's second scheduled day of rest.

(b) Ten Hour Shift

One and one half (1 ½) times the employee's regular hourly rate shall be paid for:

- (i) time worked in excess of forty (40) hours in a work week.
- (ii) time worked on the employee's first and second day of rest

Two (2) times the employee's regular hourly rate shall be paid for:

- (i) time worked in excess of twelve (12) hours in twenty-four (24) hour period.

- (ii) time worked in excess of forty-eight (48) hours in a week.
 - (iii) time worked on the employee's third and fourth scheduled day of rest,
- (c) Overtime shall only be offered to those that have worked their scheduled work week. Holidays, approved leaves, and statutory holidays shall be counted towards days' worked for this provision.
- 6.08 An employee who has already left the Employer's premises after the end of their regular shift and is called out to work, shall be paid the applicable overtime rate for each hour worked, from the time they reported for work on call out to the starting time of their next regular shift, but in any event, they shall be paid not less than the equivalent of four (4) hours at the overtime rate.
- 6.09 Overtime shall be distributed by seniority.
- 6.10 **Shift Premium**
- (a) The Employer shall pay a shift premium of one dollar (\$1.00), per hour, for all regularly scheduled hours outside the hours of 2 a.m. to 10:00 p.m.
 - (b) This premium shall not be paid to workers who agree to work past their scheduled work day.
- 6.11 Where an employee who reports for work for their regular shift and who has not been notified not to report to work (except an employee returning from an unauthorized absence):
- (a) is sent home because no work of any kind is available, they shall be paid an amount equal to four (4) hours pay at their hourly wage rate.
 - (b) is offered alternate work, the employee may choose to refuse alternate work and go home without pay or discipline for that shift.

ARTICLE 7 - STATUTORY HOLIDAYS

- 7.01 All employees who qualify for payment of the Statutory Holidays listed below shall receive their regular straight time rate of pay for each of the Statutory Holidays for which they qualify in addition to any wage to which they may be entitled as a result of any work which the employee performs on such Statutory Holiday(s) as listed below or as designated by statute.

Work performed on Statutory Holidays as listed in Article 7 will be paid at time and a half (1 ½) an employee's rate of pay, plus Statutory Holiday pay depending on an employee(s) regular schedule.

7.02 Statutory Holidays to be observed by this Agreement are:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	BC Day (Provincial)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
National Day for Truth and Reconciliation	

And any other day declared as a Statutory Holiday by the Provincial Governments.

Note: All employees shall be entitled to the "personal use" days during the calendar year paid at their regular rates of pay. Employees that must work during this period, shall be entitled to the time off at a mutually agreed upon time during the calendar year. The time off shall be calculated as the same hours that were worked by each employee.

For example, employees working:

- (i) Eight (8) hour shifts shall be entitled to one (1) eight (8) hour days off with pay.
- (ii) Ten (10) hour shifts shall be entitled to one (1) ten (10) hour days off with pay.
- (iii) Twelve (12) hour shifts shall be entitled to (1) twelve (12) hour days off with pay

7.03 **Qualifying Conditions**

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following two (2) conditions:
 - (i) Have been on the payroll thirty (30) calendar days with the Employer. Has performed work within ten (10) calendar day period immediately preceding the day on which the holiday is observed or within the ten (10) calendar day period immediately following the day on which the holiday is observed.
 - (ii) Have worked their last scheduled work day before, or their first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the Employer.

Note: If the absence is due to illness, if requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof of illness.

Some examples can take the form of:

- (i) Receipt from a drugstore or pharmacy
- (ii) A medical "bracelet" from a hospital
- (iii) A note from a doctor.

7.04 In calculating days worked for the purposes of determining an employee's qualifying for payment for a Statutory Holiday pursuant to 7.03 above, the following will be deemed as a "work day":

- (i) Regular scheduled shift worked;
- (ii) Absence due to Workers' Compensation Board approved claim and for which the employee is in receipt of Workers' Compensation Board wage loss benefits;
- (iii) Approved annual vacation pursuant to Article 8;
- (v) Employer sponsored training days;
- (vi) Absence due to verified illness or approved disability leave of less than thirty (30) days.

7.05 Within the 30 calendar days prior to the beginning of the next calendar year the Employer shall provide which calendar day the statutory holiday will fall on. Any discrepancies shall be worked out between the Employer and the Union.

ARTICLE 8 VACATIONS

8.01 The vacation year follows the calendar year, running from January 1 to December 31. Vacation eligibility is established at the beginning of each calendar year (January 1), or is pro-rated from the date of hire to December 31 of that year. In either case, vacation is taken in the same year it is earned and/or accrued.

Vacation eligibility is based on years of service as of January 1st of each year.

Years of Service	Weeks or Hours	Percentage
During 1 st year of employment	2 weeks (80 hours) pro-rated from start date to December 31 st	4%
Calendar year of 1 st thru 4 th of employment	2 weeks (80 hours)	4%
Calendar year 5 th thru 9 th of employment	3 weeks (120 hours)	6%
Calendar year of 10 th + of employment	4 weeks (160 hours)	8%
Calendar year of 20 th + of employment	5 weeks (200 hours)	10%
Calendar year of 24 th + of employment	6 weeks (240 hours)	12%

8.02 **Vacation Pay Upon Termination**

In the event that an employee's employment is terminated during the course of a working year in respect of which they have not received an annual vacation, they shall receive the accrued but unpaid vacation at appropriate percentage of their gross pay earned during the portion of the year that they have worked in accordance with the provisions of Article 8.01 above.

8.03 **Vacation Scheduling**

- (a) Vacations for the calendar years January 1st to December 31st must be requested by the employees by December 15th prior to January 1st of new calendar year. Employees shall fill out the appropriate vacation tracking sheet to request their vacations. Weeks of vacation requests shall be scheduled prior to request for day(s) of vacation. All requests submitted by December 15th shall be scheduled by seniority. The Employer shall approve employees' requests and post a confirmation of the employees' vacation schedule no later than January 15th of the following year. Once confirmed, no changes can be made to the vacation schedule without mutual agreement between employee and Employer.

Employees who have their vacation scheduled by the Employer in accordance with this Article, or who request a change after January 2nd shall not be entitled to later bump another employee's selected vacation time. All vacation requests after January 15th shall be approved on a first come first served basis and shall be confirmed by the Employer within seven (7) working days of this application.

- (b) Once the employee(s) vacation selection is confirmed and posted in accordance with Article 8.03 (a), employees shall receive their vacation pay for the period of vacation they are taking on their regular pay cheque. Any excess monies earned on an employee's annual vacation earnings shall be paid out on the first pay cheque of the following year.

8.04 The following shall be included in calculating years of service for the determination of vacation entitlement following one (1) continuous year of employment:

- (i) absence on Workers' Compensation provided the employee returns to full active employment;
- (ii) approved Short-Term and Long-Term Disability;
- (iii) any other absence approved by the Employer.

ARTICLE 9 - SENIORITY

9.01 The Employer recognizes that job opportunity and seniority should increase according to length of service. Seniority shall mean length of continuous service with the Employer as an employee within the bargaining unit and shall include credit for all service with this Employer.

9.02 **Probation**

- (a) All new employees shall be considered probationary employees for four-hundred-eighty (480) working hours from their first day of employment, and thereafter shall become regular employees. An employee may be terminated at any time during his probationary period at the sole discretion of the Employer. The employee shall have the right to a grievance as a result of the actions of the Employer.

- (b) Upon completion of the probationary period, an employee's seniority shall be effective the first date of employment.

9.03 Maintenance of Seniority

Seniority shall be maintained and accumulate during absence due to:

1. Layoff;
2. Illness, or non-compensable accident covered by approved leave of absence or wage indemnity benefits;
3. Authorized leave of absence;
4. Absence from employment on approved Union business; and
5. Compensable illness or accident covered by W.C.B. Wage Loss benefits.

9.04 Cancellation of Seniority

Seniority will be lost if an employee:

1. voluntarily leaves the employ of the Employer;
2. is discharged for cause;
3. fails to report for work within seven (7) calendar days of recall from layoff or fails to return to work from an authorized leave of absence;
4. is absent without leave:

9.05 Lay-off

- (a) In the event that a reduction in the regular workforce is deemed necessary, the Employer shall first affect the lay-off in the area or department of the Employer where the lay-off is required. The Employer shall first lay-off the employee with the least seniority within the particular classification.
- (b) When an employee is permanently laid off or terminated (other than for cause) and the group termination provisions (Section 64) of the Employment Standards Act do not apply, employees will be provided the equivalent written working notice or paid in lieu of the required notice in accordance with the following:
 - (i) After three (3) consecutive months of employment one (1) weeks' notice or pay in lieu of;
 - (ii) after twelve (12) months of continuous employment two (2) weeks' notice or pay in lieu of;
 - (iii) after 3 years of continuous employment three (3) weeks' notice or pay in lieu of; and
 - (iv) for each additional year of continuous employment, one additional week's notice or pay in lieu of; to a maximum of eight (8) weeks.
- (c) In the event of work shortages, the Union and the Employer shall meet to discuss alternatives to lay off, including shorter work days/work weeks. Any changes to the hours of work must have mutual agreement of the Parties.

9.06 In the event of reduction and/or lay off, an employee may use their seniority to bump into the job of another employee with less seniority in another classification, however the senior employee bumping the junior employee must have the requisite qualifications, skill and ability to be able to perform the work efficiently of the employee they displace.

9.07 **Recall From Lay-off**

Laid off employees shall be recalled in order of seniority provided they possess the requisite qualifications, skill and ability to perform the work available.

A recall to work is affected by the Employer advising the employee by a telephone call, email (DayForce email address), and confirmed by courier at the number or address on file with the Employer of the date and time that the employee is to be recalled to work.

An employee being recalled to work must return to work as soon as possible after the notice of recall but in any event not longer than seven (7) calendar days after the registered notice is delivered.

9.08 **Recall Rights**

Laid off employee's will retain recall rights under the following provisions:

- (i) Employees with less than two (2) years' service shall retain their seniority for a period of nine (9) months,
- (ii) Employees with two (2) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months, or, accepts any severance pay they may be entitled to at any time during their layoff.

9.09 Upon layoff, members who are currently covered under group insurance benefits program, shall be eligible for continued coverage through the layoff period under the following conditions:

- (a) Eligibility to begin a new claim for disability (STD/LTD) coverage shall cease immediately once layoff commences. Coverage for all other benefits shall be maintained for a maximum of 120 days from the first day of layoff.
- (b) Eligible employees shall have benefits reinstated on their first day back to work, provided they are covered under benefits plan on the date the layoff commenced. Eligibility for benefits is determined by the benefit plan contract.

9.10 Seniority Lists

The Employer shall prepare a seniority list of all employees and present the list to the Union upon request. The Union shall not request an updated seniority list more than four (4) times per year. These lists will commence with the most senior employee and carry downwards to the most junior employee and contain the following information:

1. Employees name;
2. Employees date of hire;
3. Employees classification.
4. Employee's phone number
5. Employee's email address

The Employer shall revise and post a seniority list every six (6) months and provide an updated list to the local Union upon request.

9.11 Posting Provisions

- (a) In the event that a new job or classification is created or a vacancy occurs within the bargaining unit, the Employer shall post a notice of the position available for seven (7) calendar days notifying that a vacancy exists. When there is more than one applicant for the vacancy and each applicant has the sufficient ability, skill, qualifications, special training, and experience required to perform the job, seniority shall be the deciding factor.
- (b) The selection of employees under this Article rests with the Employer, subject to this Article, and the grievance and arbitration provisions of this Agreement.
- (c) The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.
- (d) The Employer agrees to award the vacancy within fourteen (14) days of the close of the posting.
- (e) Where any employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the employee into the new position within sixty (60) working days after the vacancy was awarded or as soon thereafter as possible. Should the business needs change, within the sixty (60) working days, provided above, the Employer will communicate the cancellation of the job, and the reason, in writing to the Union Representative and the employee.
- (f) In the event the cancelled job is reposted within sixty (60) working days, the original successful applicant will be given first opportunity to be placed in the job and then the next most senior applicant who is capable (if the original applicant no longer wants the job).
- (g) An employee(s) who fills a vacancy, under this Article, and after having worked on such job, should the employee desire to return to the job from which they were transferred, they must make such request before the expiration of one hundred and eighty (180) working hours on the new job. The Employer shall have the right to delay such request for a period of thirty (30) working days. The Employer shall

also have the right to transfer an employee who is unsatisfactory back to the job from which they were transferred during the first one hundred and eighty (180) regularly scheduled working hours completed of the transfer. The Parties agree that in the event an employee returns to the job from which they were transferred (for any reason) the Employer maintains the right to terminate an employee who was hired to backfill that original position if a surplus staff compliment is created.

9.12 New or Changed Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in Appendix A, or if any job classification(s) have been overlooked in this Appendix A, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement, then the dispute will be settled through the grievance and arbitration procedures of this Agreement.
- (c) Employee(s) on lay-off may apply for, and be considered, for any positions or vacancies of which they become aware of while on lay-off.

ARTICLE 10 – HEALTH AND SAFETY

- 10.01 (a) The Employer and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
- (b) A Worker Health and Safety Representative shall be established in accordance with the following:
 - (i) One (1) Worker representative for the Union.
 - (ii) One (1) Employer representative for the Employer.
- (c) The Worker and Employer Representatives shall have the same duties and functions as a joint committee, to the extent practicable.

10.02 (a) Occupational Health and Safety Committee

It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this Agreement. The Employer and the Union agree to abide by those provisions unless this Agreement provides otherwise.

- (b) The Employer agrees to fully cooperate with the Worker and Employer Representatives and shall provide them with full access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Committee.

(c) **Reporting Unsafe Conditions and Refusal of Unsafe Work**

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

(d) **The Representatives shall accompany all government inspectors during inspections and investigations.**

(e) **Representatives Recommendations**

The Employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the Worker Representatives.

(f) **Health and Safety Education Leaves**

The Employer shall provide one (1) day of paid educational leave in each year for Worker Representatives to attend Health, Safety and Environmental courses that will enhance the members skills and understanding so that they more effectively participate in health & safety responsibilities.

(g) **Unresolved Safety Issues**

The Workers Representatives may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

10.03 Notification of Injury or Illness

(a) **Any employee suffering an injury or illness must report to First Aid as soon as practicable.**

(b) **The Workers Representatives shall be notified immediately of each work related injury or illness.**

(c) **In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one of its representatives shall join the Workers Representatives investigation at the workplace. Furthermore, the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Employer shall provide full access to the workplace.**

10.04 Injured Employee - Daily Earnings

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

- (b) The Employer shall provide transportation at no cost to the employees if medical treatment is required.
- 10.05 (a) Adequate washroom, lunchroom and, where necessary, locker facilities shall be provided by the Employer and kept in a sanitary condition. The lunchroom shall be supplied with hot/cold water, coffee, cups, microwave oven, toaster oven and refrigerator.
- (b) The Employer shall ensure that all buildings are adequately heated and ventilated.

10.06 First Aid Training

The Employer understands the importance of having qualified First Aid attendants and, therefore, agrees to train all employees at level one.

10.07 Safety Equipment

- (a) The Employer shall provide at no cost to the worker all items of personal protective equipment required by Regulation.
- (b) Personal protective equipment must:
 - (i) Be selected and used in accordance with the recognized standards and provide effective protection;
 - (ii) Not in itself create a hazard to the wearer;
 - (iii) Be compatible, so that one item of personal protective equipment does not make another item ineffective;
 - (iv) Be maintained in good working order and in a sanitary condition.
- (c) If an evaluation of workplace conditions is required to determine appropriate personal protective equipment, the evaluation must be done in consultation with the representatives and the worker who will use the equipment.
- (d) The Employer shall provide safety boots for all employees that are employed by the Employer for a maximum of \$225.00 per calendar year.
- (e) The Employer recognizes that employees working in the yard/drivers may be exposed to severe weather, therefore, the Employer agrees to provide, at no cost to the employees: Winter safety boots, insulated gloves and insulated coveralls. Employer shall continue to supply the current clothing for summer and winter scheduling.

10.08 Right to Refuse Unsafe Work

- (a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.

- (b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.
- (c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.12 of the Occupational Health and Safety Regulation, the Employer must not require or permit another worker to do the refused work unless
 - (a) the matter has been resolved under section 3.12 (3), (4) or (5), or
 - (b) the Employer has, in writing, advised the other worker and a person referred to in section 3.12 (4)(a), (b) or (c) of all of the following:
 - (i) the refusal
 - (ii) the unsafe condition reported under section 3.12 (2);
 - (iii) the reasons why the work would not create an undue hazard to the health and safety of the other worker or any other person;
 - (iv) the right of the other worker under section 3.12 to refuse unsafe work.
- (d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

10.09 Laundry and Repairs

The Employer agrees to pay the cost of laundering and repairs to coveralls provided to employees.

10.10 Pregnant or Nursing Employees

- (a) An employee who is pregnant or nursing may cease to perform their job if they believe that, by reason of the pregnancy or nursing, continuing any of their current job functions may pose a risk to their health or to that of the fetus or child. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the work place joint health and safety representatives.
- (b) The employee must consult with a qualified medical practitioner of their choice as soon as possible to establish whether continuing any of their current job functions poses a risk to their health or to that of the fetus or child.
- (c) For the period during which the employee does not perform their job under subsection (a), the Employer may, in consultation with the employee and the Union, reassign the employee to another job that would not pose a risk to their health or to that of the fetus or child.

- (d) The employee, whether or not they have been reassigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job.

10.11 **Return to Work/Stay at Work**

The Employer and the Union, USW Local 1-2017, and the Health and Safety Representatives (the Parties) recognize their moral and legal responsibilities towards employees with disabilities. The Parties shall, through consultation and a cooperative partnership, develop a Return to Work/Accommodation Program consistent with Disability Prevention principles and compliant with all applicable legislation including the BC Human Rights Code.

The goal of the program is to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undue hardship on the Parties. The program shall be applied fairly and consistently and ensure that every attempt is made to provide reasonable accommodation that reintegrates an employee back to their pre-disability position. The Return to Work/Accommodation Program will apply to mental health issues and be treated in the same fashion as physical injury or illness.

The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

ARTICLE 11 - STATUTORY PROVISIONS

- 11.01 The Employer agrees that an employee shall be provided a Shop Steward for all investigations or meetings that could lead to discipline. The Employer further agrees that an employee shall be provided a Shop Steward prior to discharging, suspending or disciplining any employee. The Parties agree that the employee may determine which Shop Steward will join them with respect to an investigation or meeting that could lead to discipline.
- 11.02 The Union shall have the exclusive use of a locked Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting paper, notices, etc., which may be of interest to Union members.
- 11.03 Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by courier, facsimile or email addressed to Employer at its registered address at 2001 Industrial Way, Prince George, B.C., V2N 5S6. Any notice to be given by the Employer to the Union under the terms of this Agreement shall be given by courier, facsimile or email addressed to the Secretary of the Union at its registered address at 100-1777 3rd Avenue, Prince George, B.C. V2L 3G7.
- 11.04 When the Employer finds it necessary to discharge a Shop Steward, the Union Staff Representative shall be notified prior to such discharge.

- 11.05 The Parties agree that they shall form a Joint Labour Management Committee which shall meet at least once every two (2) months for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.
- 11.06 Prior to accessing the plant or the operations of the Employer, a Union Representative shall first obtain permission from the Employer. Permission shall not be unreasonably withheld. The Union agrees that there shall be no undue disruption of normal operations. It is understood that permission is not to be construed as unlimited free access. All visitors will be required to wear appropriate PPE.

ARTICLE 12 LEAVES OF ABSENSE

12.01 Bereavement Leave - Compassionate Leave

In the event of a death in the immediate family of an employee, the Employer shall grant up to three (3) days leave of absence with pay at the employee's normal straight time rate where the employee was scheduled to work. Employees shall be permitted two (2) additional days off for compassionate purposes. The additional days shall be unpaid. The term "immediate family" shall mean spouse (including common-law spouse or same sex partner), parents, step parents, children, step children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, niblings and piblings. The Employer may request a proof of death.

Funeral Leave

An employee will be granted one (1) day of paid leave per calendar year to attend a funeral or celebration of life.

12.02 Jury Duty

- (a) If an employee is summonsed or subpoenaed for Jury Selection, Jury Duty or as a Crown Witness in a Provincial or Supreme Court proceeding, the Employer shall grant the employee leave of absence and shall pay the difference between the straight time hourly rate and the monies received for Jury Duty.

The employee must show satisfactory proof of such summons or subpoena and the monies received for attendance. This paragraph shall also apply to probationary employees.

- (b) An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Employer and advise the Employer of their discharge from duty. The employee may be required to report to their shift upon their discharge from duty.
- (c) An employee who reports for Jury Duty, Jury Selection or as a Crown Witness pursuant to a Summons from the Court, shall be deemed to be on a scheduled shift while so engaged by the Court and shall be credited and entitled with all provisions within the Collective Agreement except for WCB coverage and time spent on Jury Duty will not be counted towards any overtime.

12.03 **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 their 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 Clauses (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. In such cases, the Union will cooperate with the Employer in making substitute employees available or select alternate delegates to attend Union functions.

12.04 **Maternity and Parental Leave**

The Employer shall provide Maternity and Parental Leave in accordance with the provisions of the Employment Standards Act of British Columbia provided the employee meets all requirements and obligations for the granting of such leave pursuant to the Act.

12.05 **Domestic and Family Violence Leave**

- (a) In the event an employee experiences domestic and/or family violence they will be entitled during each calendar year to
 - (i) up to five (5) days of paid leave,
 - (ii) up to five (5) days of unpaid leave, and
 - (iii) up to fifteen (15) weeks of additional unpaid leave

Notwithstanding the above, the Employer also agrees that requests for sick leave, vacation, and any other paid leave of absences submitted by the employee in order for them to deal with issues related to domestic or family violence shall not be unreasonably denied.

- (b) The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic or family violence.

- (d) When necessary, the Union may recommend to the Employer workplace training strategies, including risk assessments, safety plans and training. The Employer will implement timely and effective processes for responding to situations.
- (e) The Employer will ensure that the employee is aware of the EAP services and assist if necessary with referrals to other appropriate support services.
- (f) The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements as are reasonable in the circumstances.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 The Employer agrees to recognize the Stewards specified in Article 17, and the USW Representatives specified in Article 2, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 13.02 The Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) work days after the subject of such grievance occurred or either Party became aware of any action or condition that may be a violation of the Collective Bargaining Agreement. The limitation period shall apply to all differences arising between the Parties hereto relating to the interpretation, application, operation, or alleged violation of this Agreement. The foregoing limitation shall not apply to payroll errors of a continuing or recurring nature.
- 13.03 A "Group Grievance" is defined as a single grievance signed by a Steward or USW Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 3. The grievers shall be listed on the grievance form.
- 13.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or operation of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party directly to arbitration under Article 14, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 13.05 The Employer and the Union mutually agree that, when a grievance arises in the operation under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved, with or without a Shop Steward, or the Shop Steward on behalf of the individual shall first take up the matter with the supervisor directly in charge of the work within seven (7) workdays after the date on which the employee is notified orally or in writing, or on which the employee ought to have known or been aware of the action or circumstances giving rise to the grievance. The supervisor shall provide a written reasoned response within seven (7) working days of the notice of grievance.

Step Two

If a satisfactory settlement is not reached at Step One within seven (7) workdays, the Shop Steward shall take up the grievance with either the Human Resources Department or Branch Manager, or both, as designated by the Employer. The Parties shall meet to discuss the grievance within seven (7) work days after Step One has been completed. A statement in writing of the alleged grievance, shall be given to either part concerned, by the grieved party. The Employer shall provide a written reasoned response to the griever and the Union Representative of their decision in writing within five (5) workdays following the said meeting.

Step Three

If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management. The Parties shall meet within the next seven (7) workdays unless they agree otherwise. The Employer shall provide a written reasoned response to the griever and the Union Representative within five (5) workdays following the said meeting. All termination grievances shall proceed directly to Step Three of the grievance procedure.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 14. The Arbitrator referred to in this Article shall not have the authority to amend, modify, alter or in any way change this Collective Agreement.

13.06 By mutual agreement the Parties may extend the time limits in Article 13.05 and will endeavour to do so in writing. The absence of written confirmation does in no way prejudice the validity of the grievance and/or the extension. All time limits after Step 1 shall be considered directory and not mandatory.

13.07 The Union and Employer will meet quarterly to review outstanding grievances.

ARTICLE 14 - ARBITRATION

14.01 Within ten (10) calendar days of referral to arbitration, where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

- 14.02 Any matter referred to arbitration, as provided in 14.01 hereof, shall be submitted to a single Arbitrator selected from the following list or to an Arbitrator mutually agreed to by the Parties:
1. Corrin Bell
 2. Jessica Gregory
 3. James Dorsey
 4. Arne Peltz
 5. Amanda Rogers
 6. Ken Saunders
- 14.03 The Arbitrator shall have the authority to act as a Mediator/Arbitrator upon application of either Party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.
- 14.04 Once referred to arbitration, the Union and Employer will mutually agree on the list of Arbitrators identified in 14.02.
- 14.05 The Arbitrator will have the right to enter any premises where work is being done or has been done by the employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 14.06 If, during the life of this Agreement, one of the Arbitrators named in 14.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 14.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 14.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 14.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it but will not have the jurisdiction and authority to alter or to amend any of the provisions of this Agreement.
- 14.10 A claim by an employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the Employer's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring Parties or determined by the Arbitrator as the case may be.

14.11 Expedited Arbitration

- (a) The Union and the Employer agree to the following expedited grievance/arbitration procedure to deal with any grievances the Parties agree are of a time sensitive nature. The Parties agree that discipline and discharge grievances are time sensitive unless agreed otherwise in a particular circumstance. Unless the Parties have agreed to remove a discipline or discharge grievance from this expedited process, the Parties will meet within 14 calendar days of the filing of a discipline or discharge grievance to attempt to resolve the grievance.

For grievances other than discipline or discharge, the following will apply. The grieving party will notify the other party in writing of the desire to use the expedited process. The responding Party will reply within five (5) business days and indicate whether it agrees to use the expedited process. This agreement will not be unreasonably withheld. Following this agreement, the Parties will meet and attempt to resolve the grievance within 14 calendar days.

- (b) The Parties agree that the purpose of Expedited Arbitration is for the fair and quick settlement of disputes. This process will be used where the grievance does not require a complex decision which would establish a new principle or precedent in the relationship between the Parties and will not result in a lengthy hearing.
- (c) If the Parties are unable to reach agreement, the grieving Party may refer the matter to arbitration within 30 days of the meeting described above. The date for the hearing will be scheduled as soon as possible after the submission to arbitration. The parties will select an Arbitrator who is able to provide prompt hearing dates.
- (d) Prior to the hearing, the Parties shall determine which, if any, of the facts relevant to the grievance are in dispute and shall endeavor to submit a statement of agreed facts.
- (e) The Parties shall file written briefs to the Arbitrator, with copy to the other Party. Such briefs will be filed at least two (2) business days prior to the hearing. Such briefs will contain:
- A summary of the facts, including any "will-say" statements of witnesses
 - A list of the documents upon which the Party will be relying
 - A statement of the issue
 - The requested remedy
 - The legal argument or arguments supporting the Party's position, including brief reference to any applicable authorities.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (g) There shall be no formal evidence rules except to the extent that the Arbitrator deems necessary to ensure a fair hearing.

- (h) The Arbitrator shall render their written decision within five (5) workdays following the date of the hearing. The decision shall be based on the facts presented by the Parties at the hearing and shall include a brief written explanation of the basis for their conclusion.
- (i) The Parties shall engage an Arbitrator on terms of reference that include a description of the process as set out above. The Arbitrator's terms of reference will also stipulate that the Arbitrator shall have the obligation of ensuring that all necessary facts and considerations are brought before them by the representatives of the Parties and that the hearing process is fair.
- (j) Where appropriate, the Parties may combine grievances to have more than one grievance heard in a single day hearing.
- (k) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article 14 of this Agreement except where modified in this Article.
- (l) The Union and the Employer shall each be responsible for one-half (1/2) of the expenses of and fees payable to the Arbitrator.
- (m) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party unless the Parties agree otherwise in writing.
- (n) The Arbitrator should be selected from one of the list of Arbitrators indicated below, unless agreed between the Parties, the Arbitrator with the earliest availability will be selected.
 - (i) Corrin Bell
 - (ii) Ken Saunders
 - (iii) Amanda Rogers
 - (iv) Arne Peltz.
 - (v) Jessica Gregory
 - (vi) James Dorsey

ARTICLE 15 SEVERANCE AND TERMINATION PROVISIONS

15.01 Severance Pay

- (a) An employee whose services are terminated due to a merger, sale, consolidation, or a permanent suspension of operations will receive at the time of reduction, severance pay equal to five (5) days for each year of continuous service and thereafter in increments of completed months of service with the Employer. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable:

- (b) At the employee's option, this severance pay may be taken at the time of lay-off or at the expiry of an employee's recall rights or at any time between the time of lay-off and the expiry of recall rights. It is understood that if an employee chooses to take severance pay then their recall rights are automatically expired.
- (c) The Employer agrees to pay out severance pay within forty-eight (48) working hours of the employee's request.

ARTICLE 16 HEALTH & WELFARE BENEFIT PLANS

- 16.01 The Health and Welfare Benefits are as per Appendix "B". The Employer shall pay 100% of the costs for providing the Health and Welfare Benefits with the exception of Long-term Disability premiums. The Employer may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix "B".

ARTICLE 17 SHOP STEWARDS

- 17.01 The Union is entitled to appoint or elect from among the employees two (2) Shop Stewards and one (1) alternate.
- 17.02 The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.
- 17.03 The Shop Stewards first obligation is the fulfilment of their responsibilities as an employee. Union activities shall not interfere with their responsibilities as an employee unless approved by management.
- 17.04 The function of Shop Stewards is to consider, investigate and attempt to resolve formal grievances. If, while investigating a formal grievance, a Steward requires time during working hours of their shift, they must first obtain the permission from their supervisor. Such permission shall not be unreasonably withheld or denied.
- 17.05 Where such permission is granted, the reasonable time spent by the Shop Steward shall be deemed as time worked.
- 17.06 The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of their duties on behalf of the Union.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

- 18.01 The Employer shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Employer.
- 18.02 A Union Representative shall be present at any step of the disciplinary procedure. Any employee(s) who are to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward.

- 18.03 The employee, the Shop Steward and Unit Chairperson shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge within twenty-four (24) hours of the taken action. A copy of any termination letter will also be sent directly to the Union Hall via email.
- 18.04 RELIEF — All written warnings, reprimands and suspensions shall be rescinded and removed from the employee's personnel file, after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the employee thereafter provided no further disciplinary action of the similar nature has been issued.

All written warnings and reprimands shall be disregarded in the administration of the discipline after a period of twelve (12) months following the date of the most recent disciplinary action and shall not be used in the administration of future disciplines and arbitrations, unless there is a repeat offence of an egregious incident that departs from progressive discipline that is of a similar nature which will then void relief for an additional six (6) months.

ARTICLE 19 – EDUCATION TRUST FUND

- 19.01 (a) The Employer shall contribute to the Union the sum of one cent (0.01) per hour per employee for each hour worked for education and training of Union members.
- (b) The money shall be made payable to Local Union 1-2017 Education and Training Fund, 100- 1777 3rd Avenue, Prince George, B.C., V2L 3G7 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

ARTICLE 20 – HUMANITY FUND

- 20.01 For the purpose of international aid and development, the Employer agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers National Office
234 Eglinton Avenue E., 7th Floor Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Employer and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may

be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 21 VANCOUVER STEELWORKER PENSION PLAN

- 21.01 Effective date of ratification, the Employer shall participate into the Vancouver Steelworkers Pension Plan (the "Steelworkers Pension Plan") on behalf of each employee who shall participate as a member of the Vancouver Steelworkers Pension Plan as a condition of employment, and shall make contributions as per Article 21.
- 21.02 The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Employer shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article.
- 21.03 Effective the date of ratification — the contributions shall be three percent (3%) per all hours worked.
- 21.04 The contributions shall be delivered by mail (or such other method as may be agreed to) to the Steelworkers Pension Plan by the Employer within 15 days after the end of each calendar month in which the pay period ends, or as soon as reasonably possible thereafter.
- 21.05 Upon reasonable request by the Trustees of the Steelworkers' Pension Plan (the "Trustees"), the Employer shall provide all information necessary to satisfy the Trustees that the Employer is properly calculating and remitting contributions in accordance with this Article. Such information will include, but may not be limited to:
- (i) a complete list of all employees in the bargaining unit in a given month, inclusive of employees who were hired after the commencement of the month and employees who were laid off or whose employment was terminated prior to the expiry of the month; and;
 - (ii) for each employee listed, a list of the hours worked and social insurance number for each employee.
- 21.06 The Employer shall provide to the Trustees such information as is necessary to enable the Trustees to properly administer the plan, including, without limiting the generality of the foregoing, all documentation and information as may be reasonably requested and which is necessary to calculate pension entitlements for beneficiaries and to enable the Trustees to comply with the Pension Benefits Standards Act.
- 21.07 The Union agrees that other than making contributions to the Steelworkers Pension Plan and providing information to the Trustees as required by Articles 21.05 and 21.06 above, the Employer has no other obligations with respect to the Steelworkers Pension Plan whatsoever.

- 21.08 The Employer will pay the pension contribution for employees granted leave of absence under Article 12 - Leave of Absences.
- 21.09 The Employer shall pay pension contributions for employees who are absent from work and in receipt of Workers' Compensation benefits.
- 21.10 In accordance with government legislation, the Employer will not make any further pension contributions on behalf of any employee starting in the calendar year after they reaches the age of seventy-one (71).

ARTICLE 22 – DURATION OF AGREEMENT

- 22.01 The Parties hereto mutually agree that this Agreement shall be effective from and after the date of ratification, August 28, 2024, to the thirtieth (30th) day of August, 2026, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required hereunder shall be validly and sufficiently served at the head office the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.
- 22.02 The Parties hereto agree that the operation of Sections 50(2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, C82 is excluded from this Agreement.


DATED this 21st day of February, 2025

ON BEHALF OF:
STEELWORKERS, LOCAL 1-2017





ON BEHALF OF:
WESTBIN E360S



Paul Holden, Executive Counsel

APPENDIX A

JOB CLASSIFICATION AND WAGE RATES

Department	Classification	Probation	Upon Ratification	TBD, 2025 (anniversary of ratification) 2.5%
Truck Driver	Driver I	\$32.50	\$33.50	\$34.34
Truck Driver	Driver II (with Class 1 License)	\$31.50	\$32.50	\$33.31
Truck Driver	Driver II (without Class License)	\$31.00	\$31.50	\$32.29
Heavy Duty Mechanic	Journeyman	\$45.00	\$45.00	\$46.13
Heavy Duty Mechanic	Non-Certified	N/A	\$42.60	\$43.67
Heavy Duty Mechanic	Apprentice – Year 4 90% Certified Rate	N/A	\$40.50	\$41.52
Heavy Duty Mechanic	Apprentice – Year 3 84% Certified Rate	N/A	\$37.80	\$38.75
Heavy Duty Mechanic	Apprentice – Year 2 75% Certified Rate	N/A	\$33.75	\$34.60
Heavy Duty Mechanic	Apprentice – Year 1 70% Certified Rate	N/A	\$31.50	\$32.29
Yard/Labourer	Equipment Help and Site Attendant	N/A	\$23.50	\$24.09

- Note- The Probationary Category shall also receive the 2025 annual wage increase of 2.5%
- Note- Once ratified, all current employees shall be grandfathered into wages identified in “Upon Ratification” column above. The foregoing does not apply to an employee who willingly bids into a lower paying job (ex – Driver 1 with seniority bids into a city, job.)

The Employer shall provide employees whose present base rate is in excess of the “Upon Ratification” rate a 1.6% increase to their base rate, and a 2.5% increase on the anniversary of the ratification.

The Employer and the Union shall meet forthwith and agree to job descriptions for the classifications identified above. As general guidance, however, the parties agree that Driver I

refers to qualified and able truck drivers who, as a regular part of their duties, are dispatched to drive routes requiring them to pull a trailer in excess of 100 kms.
Driver II refers to all other drivers.

A daily living out allowance of \$100.00 shall be paid when an employee is required to overnight. Hotel or similar accommodations shall be provided by the Employer.

For trips to Fort Ware or Tsay Keh Dene, the daily living allowance shall be \$150.00.

Stand-By Pay

Stand-by work is optional and not required. Should a worker agree to be on stand-by, the following structure shall apply:

- (a) One (1) hour is paid for every three (3) hours a worker is on stand-by
- (b) If called into work as per Article 6, the employee shall be paid the applicable overtime when on a call and not receive the stand-by pay for that time.

Dispatch Premium

Any person required to act as dispatch shall receive \$25 per month towards their cell phone use.

The Union and the Employer agree that if the Employer requires an employee to act as dispatch, that employee will use their personal cell phone for that purpose. For clarity, however, the Employer will not require employees to use their personal cell phone for work purposes other than when acting as dispatch.

APPENDIX B

BENEFITS

All benefits to commence once an employee has completed thirty (30) days of employment unless otherwise stated in this agreement.

Extended Health Care – Policy # 177618 Contract Number 50991

Benefit Year January 1 to December 31

Deductible None

Reimbursement Level

Drug Care Plan Included

Prescription Drugs 90%

Once the amount of expenses not reimbursed under this plan as a result of the application of the deductible or the reimbursement percentage has reached \$1,000 for a person in a benefit year, eligible expenses incurred by that person will be paid at 100% for the remainder of the benefit year.

Drugs covered under this plan must have a Drug Identification Number (DIN) and be approved under Drug evaluation.

We will cover the following drugs and supplies that are prescribed by a doctor or dentist and are obtained from a pharmacist:

- Drugs that legally require a prescription
- Life-sustaining drugs that may not legally require a prescription
- Injectable drugs and vitamins
- Compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN
- Diabetic supplies
- Drugs for the treatment of infertility, up to a lifetime maximum of \$15,000 per person
- Vaccines
- Intrauterine devices (IUDs) and diaphragms
- Varicose vein injections
- Anti-obesity drugs

There are drugs and treatments that are not covered, even when prescribed. Please refer to the Extended Health Care section of this booklet for details.

<i>Dispensing Fee</i>	Eligible expenses for the dispensing fee are limited to \$9 for each prescription or refill.
<i>Drug substitution limit</i>	<p>We will not cover charges above the lowest prices equivalent drug unless we specifically approve them. To assess the medical necessity of a higher priced drug, we will require the covered person and the attending doctor to complete and submit an exception form.</p> <p>For employees residing in Quebec, for drugs listed in the Regie de l'assurance-maladie due Quebec (RAMQ) drug formulary, charges in excess of the lowest priced equivalent drug do not count towards the RAMQ out-of-pocket maximum unless we specifically approved the charges for the higher priced drug.</p>
<i>Quebec drug insurance Plan</i>	Any conditions under this plan that do not meet the requirements under the Quebec drug insurance plan are automatically adjusted to meet those requirements.
<i>In-province hospital</i>	100% of the difference between the cost of a ward and a semi-private room up to a maximum of \$150 per day
<i>Convalescent hospital</i>	100% up to \$20 per day for a maximum of 180 days for treatment of an illness due to the same or related causes
<i>Out-of-province emergency Services</i>	<p>100%</p> <p>Emergency Travel Assistance included Time limit – 60 days after the date the person leaves the province where the person lives Lifetime maximum of \$3,000,000 per person for out-of-Canada services</p>
<i>Out-of-province referred Services</i>	80%
<i>Medical services and Equipment</i>	<p>80% - for dental services following an accident 100% - for all other eligible expenses</p>
<i>Paramedical services</i>	<p>80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below:</p> <ul style="list-style-type: none"> • Massage therapists • Naturopaths • Acupuncturists • Dieticians • Osteopaths or osteopathic practitioners, including a maximum of one x-ray examination each benefit year

- Chiropractors, including a maximum of one x-ray examination each benefit year
- Podiatrists or chiropodists, including a maximum of one x-ray examination each benefit year

80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below:

- Speech therapists
- Psychologists or social workers
- Psychotherapists

Sun Life will also cover 80% of the costs for services of a licensed physiotherapist up to a maximum of \$800 per person per benefit year.

Visual therapy 100% up to a lifetime maximum of \$300 per person

Vision Care Contact lenses, eyeglasses or laser eye correction surgery – 100% up to a maximum of \$300 per benefit year for a person under age 18 or over a period of 2 benefit years for any other person.

Contact lenses for the treatment of specific medical conditions – 100% up to a maximum of \$300 per benefit year for a person under age 18 or over a period of 2 benefit years for any other person.

Maximum benefit Lifetime maximum benefit for Prescription drugs - \$1,000,000 per person

Best Doctors services Included

Termination When you retire or reach age 70, whichever is earlier.

Dental Care – Policy # 177618 Plan Document # 50991

Benefit Year January 1 to December 31

Deductible None

Fee Guide The current fee guide for general practitioners in the province where the employee lives, regardless of where the treatment is received

Reimbursement level

Preventative procedures 90%

Basic procedures 90%

Major procedures 50%

Orthodontic procedures 50%, only for children under age 18

Maximum benefit

Benefit year maximum \$2,000 per person

A separate lifetime maximum (below) applies to Orthodontic expenses

Lifetime maximum Orthodontic procedures - \$2,000 per person

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

Health Spending – Policy # 177618 Plan Document # 50991

Benefit year January 1 to December 31

Credits \$300 at the beginning of each benefit year. Any remaining credits will be carried forward for covered expenses incurred in the following plan year. If they are not used for expenses incurred in that plan year, they are automatically forfeited.

Prorating If your coverage starts after the benefit year begins, your credits are adjusted based on the number of months remaining in that benefit year

Eligible expenses Expenses that are considered eligible medical, hospital and dental expenses under the Income Tax Act (Canada) and are not paid, or not paid in full, under your group plan, your spouse's plan or any government-sponsored plan

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

Short Term Disability Self-Insured (Employer paid)

Eligibility First day of employment for all regular permanent full-time hourly and salaried employees.

Coverage First day of injury and illness for a maximum period of seventeen (17) continuous weeks (1-1-17).

Employees will continue to receive one hundred percent (100%) regular rate of pay for the first five (5) consecutive days of injury or illness and eighty percent (80%) regular rate of pay for the remainder of the period. Forms shall only be provided for medical absences of greater than three (3) days.

Any disputes regarding the benefit eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

Long-Term Disability – Policy #177618 Plan Document #50991

Maximum Amount	65% of the first \$2,250 of your monthly basic earnings, plus 50% of the next \$3,500, plus 45% of the balance of your monthly earnings, if any, up to a maximum benefit of \$12,000. The maximum amount may be reduced by benefits and payments provided from other sources as described in the Long-Term Disability section of this booklet.
Cost of Living Adjustment	Your Long-Term Disability payment will be increased in January of each year to reflect the average increase, if any, in the Canadian Consumer Price Index over the 12-month period ending 3 months prior to the date of any adjustment. Any percentage increase to your benefit payment cannot exceed 3%. In the event of deflation, we will not decrease your benefit payment.
Elimination period	120 days
Maximum benefit period	The period ending on the last day of the month in which you reach age 65 Benefits may also end on an earlier date as specified in the Long-Term Disability section of this booklet.
Termination	The day you reach age 65 less the elimination period or the day you retire, whichever is earlier.
Tax status	Your Employer has indicated that this disability plan is an employee-pay-all plan which means all required premium is paid by the employees covered under the plan. Therefore, the benefit payments are not taxable income.

Critical Illness- Policy #177618 Plan Document #50991

Amount	\$10,000
Termination	When you retire or reach age 70, whichever is earlier. In addition, your coverage will end on the date a Critical Illness benefit is paid for a covered condition which you sustain.

Life – Policy #177618 Plan Document #50991

Employee Life

Amount 2 times your annual basic earnings rounded to the next higher \$1,000. Maximum - \$1,000,000

Proof of good health Approval required for coverage in excess of \$600,000, and any increase in that coverage of 25% or more or \$25,000, whichever is greater.

Reduction Coverage is reduced to 50% of the above amount when you reach age 65.

If you continue, or begin, to work after having reached age 65, we calculate the amount for which you would have been eligible if you had not already reached age 65, and it is that amount that will be used to determine if you have to submit proof of good health; then, we apply the above reduction clause to calculate the amount for which you are eligible.

Termination When you retire or reach age 70, whichever is earlier.

Dependent Life

Amount Spouse - \$10,000
Child - \$5,000

Termination When you retire or reach age 70, whichever is earlier.

Employee Accidental Death, Dismemberment and Specific Loss

An amount equal to your Life Insurance

BENEFIT CHANGES

All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Health & Welfare benefit providers.

Benefit levels shall not be reduced or negatively adjusted except for negotiations of the Parties.