



COLLECTIVE BARGAINING AGREEMENT

between

KENNAMETAL LTD. VICTORIA, BC

and

USW LOCAL 2009



Effective January 1st 2021 to December 31st 2025

COLLECTIVE AGREEMENT

BETWEEN

KENNAMETAL LTD.
VICTORIA, BC

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)

April 30, 2021 - December 31, 2025

Errors & Omissions Excepted
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BETWEEN:

**KENNAMETAL LTD. of
873 Station Avenue
Victoria, British Columbia V9B 2S2**

(hereinafter called the "Company")

OF THE FIRST PART

AND:

**UNITED STEELWORKERS
on behalf of the Local Union 2009,**

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the intent and purpose of the parties that this Agreement will promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties.

AND WHEREAS it is the intent and purpose of both the Company and the Union to secure and sustain maximum productivity per employee during the term of this Agreement. Both parties recognize the importance in the savings of materials, tools, machinery, and the protection of all Company property and the safety and welfare of all employees.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, the parties mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 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.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in this Agreement is restricted to hourly paid employees at 873 Station Avenue, Victoria, B.C. V9B 2S2 except office, clerical and technical staff.

ARTICLE 3 - MANAGEMENT

3.01 The management and control of the Company and the direction of working forces, including the right to plan, direct, control and schedule Company operations, methods of production and processing, the kind and operation of machinery and equipment, the installation of production standards, the right to hire, suspend, maintain discipline, discharge for proper cause, promote, demote, transfer, lay off, and the right to introduce or improve production facilities are vested exclusively in the Company subject to the provisions of this Agreement.

3.02 The Union agrees that it will not oppose or interfere with the efforts of the Company to maintain or improve the skill, efficiency, ability, and production of the working forces, the quality of its products, and the methods and facilities of production, subject to the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01 All employees who entered the employment of the Company become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.
- 4.02 (a) The Company agrees to deduct each pay period, from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union in accordance with the International Constitution and communicated to the Company by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in subsection (b) and (c) hereof.
- (b) Cheques will be made payable to the International Treasurer of the United Steelworkers. Until further notice from the Union, all cheques will be forwarded to the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, Canada M5L 1K1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.
- (c) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made, and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made, and the reasons why.
- 4.03 The Union agrees to indemnify and to hold the Company harmless against any claims which may arise in consequence of the Company's complying with the provisions of this Article.
- 4.04 Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 5 - HOURS OF WORK

- 5.01 This Article defines the standard hours of work and shall not be constituted as guarantee of hours of work per day per week. The standard work week shall be forty (40) hours.

- 5.02 **First Shift** The standard workday will consist of eight (8) hours worked and startup time will be between 6:00 a.m. and 8:00 a.m. **Standard Week** Five shifts, Monday to Friday inclusive, will constitute a standard week's work on first shift.
- 5.03 **Second Shift** Where a second shift is employed, the hours of work will be eight (8) hours worked and start up time will be between 2:00 p.m. and 4:00 p.m. **Standard Week** Five shifts, Monday to Friday inclusive, will constitute a standard week's work on second shift.
- 5.04 **Third Shift** Where a third shift is employed, the hours of work will be eight (8) hours worked and start up time will be between 9:30 p.m. and 12:00 a.m. **Standard Week** Five shifts, Monday to Friday inclusive, will constitute a standard week's work on third shift.
- 5.05 **First Shift** The standard workday will consist of ten (10) hours worked and start up time will be between 6:00 a.m. and 8:00 a.m. **Standard Week** Four consecutive shifts, Monday to Friday inclusive, will constitute a standard week's work on first shift.
- 5.06 **Second Shift** Where a second shift is employed, the hours of work will be ten (10) hours worked and start up time will be between 3:00 p.m. and 5:00 p.m. **Standard Week** Four consecutive shifts, Monday to Friday inclusive, will constitute a standard week's work on second shift.
- 5.07 **Maintenance and Sintering Schedule** Maintenance and Sintering employees whose normal work cannot be done during the Monday to Friday period may have their standard work week run from Tuesday to Saturday with overtime provisions as outlined in Section 5.08. Maintenance and Sintering employees must receive one week's notice of change of work week. It is understood and agreed that the Company may, when necessary to meet production commitments, institute a seven day operation. The Company will meet with the Union to discuss a mutually agreeable schedule in advance of its implementation.
- 5.08 **Overtime**
- (a) Subject to Section 5.01, time worked in excess of standard hours of work specified herein shall be considered as overtime and shall be paid for at the rate of one and one-half times the employee's regular straight time hourly rate. When an employee works overtime in any one standard work week, time worked in excess of forty-six (46) hours and all time worked on Sundays shall be paid at two times the employee's regular straight time rate.

- (b) **Overtime - Voluntary** Overtime is voluntary, however, employees may be required to work overtime because of an emergency necessitating the carrying out of urgent repairs, or as per (f) below.
- (c) **Meal Money** Employees requested to work overtime shall be given four (4) hours notice and in the event such notice is not given the Company will pay meal money as follows:
- \$ 12.00.
- (d) **Overtime Distribution** Overtime shall be distributed as equitably as possible among the employees in that particular job classification who have signified voluntarily that they wish to work overtime. The Company shall prepare a list of such employees, commencing with the most senior employee and the overtime work shall be then rotated amongst the employees on that list, commencing with the most senior employee. Employees should not be requested to perform work outside their job classification, except when there are no employees in that job classification available to do the work.
- (e) **Overtime - Where Shift Premium Paid** If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.
- (f) **Overtime - Scheduled** Employees will be required to work a scheduled amount of overtime. Scheduled overtime is defined as one hundred forty-four (144) hours worked per calendar year. Voluntary hours worked are considered part of scheduled overtime hours worked. Additional overtime may be required because of an emergency necessitating the carrying out of urgent repairs.
1. Prior to scheduling any overtime the Company will allow employees to volunteer for any available overtime first.
 2. If there are not enough volunteers for any overtime, the Company will schedule employees by classification for the remaining overtime needed, on a "senior may/junior must" basis to get the required employees to fulfill the overtime needed. If all scheduled overtime within a classification has been used then overtime can be scheduled outside of the classification. It is understood that when scheduling overtime, employees will work their regularly scheduled shift unless mutually agreed to by the employee and the Company.

3. The Company will not schedule an employee for more than sixteen (16) hours of overtime in a month and not more than one hundred forty-four (144) hours in a calendar year. Overtime scheduled on a Saturday will be in eight (8) hour increments unless mutually agreed to by the employee and the Company.
4. If the Company schedules an employee for any overtime hours and cancels the overtime hours within forty-eight (48) hours of the scheduled overtime, those hours will be considered scheduled and included in the annual scheduled limit.
5. For the Company to use these scheduled overtime provisions they will provide forty-eight (48) hours' notice.
6. The Company will keep a record of each employee's total scheduled overtime hours and will provide copies to the Union following the end of each payroll period.
7. Where the Company does not give the required forty-eight (48) hours' notice, voluntary guidelines are followed.
8. Statutory holidays and Sundays will be scheduled on a voluntary basis.
9. The first Saturday and second Saturday during five (5) consecutive days of vacation (Monday through Friday), Easter Saturday and the Saturdays during the period of December 15th to the first Monday after New Year's Day of each year of the agreement will be excluded from scheduled overtime.

5.09 (a) **Hours Before Regular Shifts** Any employee called in before their regular starting time shall be paid time and one-half for time worked prior to their regular starting time unless otherwise arranged by mutual consent.

(b) **Meal/Rest Periods** A meal period shall not be less than thirty (30) minutes, unpaid, and in no event shall employees be required to work more than five (5) consecutive hours without lunch. An employee shall be entitled to two ten (10) minute, paid rest breaks - each shift.

5.10 **Reporting Pay** Subject to the exceptions set forth in this section, any employee reporting for work on their regular shift shall receive a minimum of four (4) hours pay at their regular rate, provided that if four hours work is not available at their regular job, they shall perform such temporary work as may be assigned to them to qualify for such pay.

The provision of this section shall not apply in the event of an emergency, such as fire, flood, power failure, or if:

- (a) they voluntarily quits or lays off, or is discharged for cause;
- (b) they were previously instructed not to report, and in any such event, or circumstances, they shall be paid for the actual time worked.

5.11 **Call-In Pay** Employees recalled to work after leaving the premises of the Company shall be guaranteed a minimum of four (4) hours work, or pay equivalent thereto, at applicable rates for hours worked, as set forth in this Article.

5.12 **Reporting - Unable to Work** An employee who is unable to report for their regular shift must notify their immediate supervisor or their appointee prior to the start of the shift or as soon thereafter as possible.

5.13 **Travel Time** Time traveled by an employee shall be paid within the jointly agreed travel pay guidelines.

ARTICLE 6 - PLANT HOLIDAYS

6.01 The Company shall observe the following days as Plant Holidays:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Remembrance Day |
| 4. Canada Day | 9. Christmas Day |
| 5. B.C. Day | 10. Boxing Day |
| | 11. Family Day |

And any other statutory holiday as recognized by employment standards of British Columbia.

In addition to the foregoing Plant Holidays, one (1) additional Plant Holiday shall be observed either as a floating holiday or upon a date agreed between the Company and the Union. The date of the floating holiday is to be selected by March 1 to coincide with announcement of plant shutdown plans.

6.02 When the Plant Holidays listed in Section 6.01 fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.03 No employee shall be required to work on any of the Plant Holidays listed in Section 6.01 unless they are working on continuous operations or is otherwise required to work because of breakdown emergency, or because they provide essential

services for continuous operations.

6.04 On each of the Plant Holidays listed in Section 6.01:

- (a) An employee who is not required to work shall receive an amount equal to eight (8) hours pay at their regular basic hourly wage rate, provided that such employee shall have worked on the last regular shift to which the employee was assigned before the holiday and on the first regular shift to which the employee is assigned after the holiday, unless they were unable to work because of medical reasons which are substantiated to the satisfaction of the Company.
- (b) An employee who is required to work and does work shall receive, in addition to double time their basic hourly rate for all hours worked on that day, an amount equal to eight (8) hours pay at their regular basic hourly wage rate for each shift worked or part thereof.

6.05 The provisions of this Article shall apply only to employees with 30 or more calendar days of employment with the Company.

ARTICLE 7-VACATIONS WITH PAY

7.01 Employees will receive vacation and be paid for the vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
- Less than one year	.83 of a day for each major fraction of month worked (max. 10 working days)	4%
-1 year but less than 4 years	2 weeks	4% or 2 weeks pay (whichever is greater)*
-4 years but less than 10 years	3weeks	6% or 3 weeks pay (whichever is greater)*
-10 years but less than 20 years	4weeks	8% or 4 weeks pay (whichever is greater)*
-20 years and over	5weeks	10% or 5 weeks pay (whichever is greater)*

*Pay at employee's current classified rate; whichever is greater as calculated at the end of the fiscal year.

- 7.02 **Vacation Shutdown** The Company may shut down its operation at Victoria for two weeks every summer during the time overlapping between the end of July and the beginning of August. All two week vacations will be taken at this time, except for those employees required to service the plant facilities during the annual shutdown. Additional weeks applicable will, if possible, be taken at a time agreeable to both the employee and the employer.

The date of the summer shut down period will be announced by March 1.

ARTICLE 8 - SENIORITY

- 8.01 **Probationary Period** Until an employee has completed a probationary period of four hundred eighty (480) hours of work within a period of six (6) consecutive months, they shall be considered to be on a probationary basis, having no seniority rights.
- 8.02 **Seniority Principle** Seniority shall be recognized in all management decisions relating to promotion, new jobs, transfers, lay offs, or rehiring.
- 8.03 Company seniority shall be the determining factor governing promotions and demotions providing the employee has basic qualifications, such as skill, ability and training to do the work required. Company seniority shall be the determining factor governing lay offs and re-employment providing the employee has basic qualifications such as skill, ability and training to do the work required. This Article applies to all positions held by those defined by the term "employee" in this Agreement.
- 8.04 Company seniority shall be computed in years and days of employment and shall, subject to Section 8.01, be based on elapsed time from the date of employment, or if there has been a break in service, from the date of re-employment.
- 8.05 Seniority standing shall be cancelled if an employee:
- (a) voluntarily leaves the employ of the Company,
 - (b) is discharged for just and reasonable cause, and not reinstated under the terms of this Agreement,
 - (c) overstays authorized leave of absence, without providing a reason satisfactory to the Company for such absence,
 - (d) fails to respond within seven (7) working days after recalled after lay off. Any offer of recall shall be made by registered letter or telegram addressed to the last address furnished by the laid off employee,

- (e) is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Company for such absence.

8.06 Seniority standing shall be maintained and accumulated during:

- (a) absence due to temporary lay off because of lack of work for the following periods:
 - i) under one (1) year service - one hundred eighty (180) days,
 - ii) one (1) or more years service - twelve (12) months,
 - iii) over five (5) years service -twenty-four (24) months.
- (b) occupational accident,
- (c) leave-of-absence granted by the Company,
- (d) absence due to temporary illness or non-occupational accident.

8.07 Shop Stewards will be issued an up-to-date seniority list on or about June 30 and December 31 of each year. A copy of such seniority list will be mailed to the area office of the Union and a copy posted on the Employer bulletin boards for employees' inspection. The Employer agrees to provide the Union every December 31 with a seniority list, which includes the employees' addresses, telephone numbers, rates of pay and regular classification.

8.08 For all absences equal to or greater than five (5) consecutive workdays, the employee is required to provide certification from their health care provider, which verifies that the employee was unavailable for work, which is satisfactory to the Company and specifies the days absent from work. If additional medical verification regarding the days absent from work is needed, the Company will pay all associated costs related to the verification.

ARTICLE 9 - HEALTH AND SAFETY

9.01 **Health & Safety - Responsibility** The Company and the Union shall continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

9.02 **Joint Health & Safety Committee** The Company and the Union shall establish a Joint Health & Safety Committee, consisting of a minimum of three (3) management representatives and a number of employees selected by the Union equal to or greater than the number of management representatives to discuss matters brought before it by either the Company or the Union in accordance with the WorkSafeBC regulations.

- 9.03 **Injured Employee - Reporting Procedure** Any employee suffering an injury while at work must report immediately to the First Aid Attendant or as soon thereafter as possible.
- 9.04 **Injured Employee - Transportation** Employees injured on the job will be provided with free transportation by the Company to or from a doctor's office, or a hospital, and if the injury is serious, will be accompanied by a person with the knowledge of first aid. The Company will supply the employee with free transportation home, if this is deemed necessary by the First Aid Attendant.
- 9.05 **Wages - First Day of Injury** If an employee is injured on the job, the Company will maintain their normal daily earnings for the day of injury.
- 9.06 **Safety Boot Allowance** Safety shoes or boots will be required throughout all manufacturing areas of the plant. Once in each calendar year, the Company will provide to each eligible employee, an allowance to help offset the cost of this foot protection. This allowance will include reimbursement of all reasonable expenses associated with foot protection including, boot repairs, insoles, laces, cobbler fees. Safety boot allowance will be:

\$200 per year with an aggregate two (2) years with a cap of \$400. Upon ratification, anyone over the cap is reset to the cap.

The unused safety boot allowance each year will be a cumulative safety boot allowance, until purchase of a pair of safety boots is made, which cost will then be deducted from the account. The unused account balance remains in the account. There shall be no conversion of the account balance to a cash payment.

ARTICLE 10-GENERAL PROVISIONS

- 10.01 **Bulletin Board** The Company agrees that it shall provide, for the purpose of the Union, a bulletin board. The Union shall use such bulletin board for the posting of notices of Union activity, but all such notices must be signed by a proper officer of the Union before being posted.
- 10.02 **Notices - Between Company and Union** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in the city of Victoria, B.C. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Union at its registered office in the City of Langley, B.C.

10.03 **Bereavement Pay**

- (a) For absences due solely to the death of an employee's legal spouse or natural, adoptive child or step-child, they shall be paid forty (40) hours times their regular straight time hourly rate.
- (b) For absences due solely to the death of an employee's mother, father, sister or brother, (or step equivalents), or mother-in-law, father-in-law, grandparents, they shall be paid twenty-four (24) hours times their regular straight time hourly rate.

10.04 **Union Access to Plant** Representatives of the Union, not to exceed two (2) at any one time shall have access to the Company's premises. Representatives will not cause workers to neglect their work and shall first obtain clearance from the Company.

10.05 **Jury Duty**

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown Witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or for forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purposes of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

10.06 **Union Positions** The Unit Chair and Chief Steward shall be retained in employment regardless of the seniority rules in Article 8 provided they are able to do the work available.

10.07 **Clean Up** A five minute wash-up time shall be allowed prior to the completion of each shift to safely put away tools and materials, to wash their hands and to prepare to leave the plant; but employees shall not badge out or leave the premises before regular quitting time.

- 10.08 **Strike/Lockout** The Union and the employees agree not to strike or in any way cause, permit or tolerate any interruption of, or interference with Company operations. The Union and the employees further agree that there will be no stoppage or slowing down of work of any nature during the life of this Agreement. The Company agrees not to lock out employees during the term of this Agreement.
- 10.09 **Leave of Absence - Personal Reasons** An employee shall be granted up to thirty (30) days leave-of-absence without pay, if it is requested from the Company in writing, and does not interfere with the operation, except in emergency situations. Such leave will not be unreasonably withheld.
- 10.10 **Union Committees** Employees up to a maximum of three (3) selected by the Union as members of the grievance committee will not suffer loss of pay while processing in good faith with Management a grievance on Company premises.
- 10.11 **Leave of Absence - Union Business** Employees who have been elected or appointed by the Union to attend international, national or local gatherings of the Union, will receive a leave-of-absence without pay for that purpose, provided that such leave does not unduly interfere with the operation. Not more than two (2) employees may take such leave at one time, and if two employees are to be granted leave they must not work in the same department. Employees desiring leave under this Section must provide two (2) weeks written notice to the Company and this notice must be confirmed by the Union.
- 10.12 **Joint Union/Management Committee** A Joint Committee consisting of three (3) union members and three (3) management members will meet monthly to discuss and resolve plant issues.
- 10.13 **Negotiating Committee**
- (a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, who will be regular employees of the Employer, along with representatives of the International Union.
 - (b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
 - (c) The Employer agrees to allow members of the Negotiating committee the time off work without loss of pay up to one (1) day for negotiation

preparation, four (4) days for the purpose of meeting with the employer to negotiate a renewal of this agreement, and one (1) day for ratification. All lost time wages and benefits will be paid at the employee's regular job rate at straight time rates and will not exceed an employee's regular work day hours.

- (d) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Negotiating Committee, on first shift.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

11.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance will be submitted in the following manner:

Step 1 - The employee shall take up the grievance in writing directly with their Supervisor accompanied by their Steward. The Supervisor shall give their answer in writing to the grievance no later than the fourth working day following the day upon which they received the grievance.

Step 2 - If the decision of the Supervisor is not acceptable, it shall be appealed in writing by the Steward to the next level of management within ten (10) working days from receipt of the Supervisor's decision in Step 1 above. That individual shall give their answer to the grievor in writing not later than the fifth working day following the day upon which they received the grievance.

Step 3 - If the decision of the next level of management is not acceptable, it shall be appealed in writing by the Chief Steward to the Plant Manager or their designated representative, within ten (10) working days from receipt of the next level of management's decision in Step 2 above. The Plant Manager or their designated representative shall arrange a meeting within seven (7) working days from receipt of the grievance with the grievance committee, and the Plant Manager, or their designated representative, shall give their answer in writing within seven (7) working days following the date of the meeting. An International Representative of the Union or their designated representative may be present at this meeting at the request of either party.

11.02 In the event that arbitration of a grievance is desired by either party, then the other shall be notified in writing not later than thirty (30) days after receipt of the answer to Step 3 above. Any matter referred to arbitration shall be submitted to a single arbitrator selected by the parties within seven (7) days after receipt of the notice to arbitrate. If the two parties fail to agree on an arbitrator within the time limit, the Minister of Labour for the Province of British Columbia, upon the request of either party, shall appoint an impartial arbitrator.

- 11.03 The parties will jointly bear the expenses of the arbitrator. The proceedings of the arbitration board will be expedited by the parties hereto.
- 11.04 (a) No discharge grievance shall be considered if it is not submitted within fifteen (15) working days from the date of discharge.
- (b) No grievance shall be considered if it has not been processed according to the above provisions of this procedure, or if the alleged circumstances giving rise to the grievance became known more than fifteen (15) working days prior to the submission of the grievance. If a grievance is not processed within the time limits as set forth in all of the provisions of this article and Section 11.02, then the grievance will be considered to have been dropped. If the Company fails to answer a grievance within the specified time limits then the grievance may proceed to the next following step. Any time limits specified above may be altered by mutual agreement of the parties.
- 11.05 In determining any grievance arising out of discharge or other discipline, the board may dispose of the claim by affirming the Company's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the grievor to their former position, with or without compensation, or in such other manner as may in the opinion of the board, be justified, but the board shall not have the authority to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, nor to deal with any matter not covered by this agreement.
- 11.06 **Discipline and Discharge** All warnings, suspensions, or reprimands shall be rescinded after a period of two (2) years from the date of the last recorded disciplinary action and such notices shall not be used against the employee thereafter.
- 11.07 Unless the difference is a matter of urgency or a source of industrial unrest, the parties shall exhaust the grievance procedure under this Article before bringing application to the Labour Relations Board of BC under Section 84(1) of the Labour Code. To that extent pursuant to Section 84(2) of the Labour Code, the operation of Section 84(1) of the Labour Code is specifically excluded.

ARTICLE 12- BENEFITS

12.01 **Welfare**

The Company agrees to institute, maintain and contribute 80% of the premium towards a Welfare Plan. Benefits provided by the plan are those set forth.

(a) Group Medical with extended health benefits. The Company agrees that the lifetime maximum Healthcare Benefit for each family member is \$200,000.

(b) Group Life Insurance of:

\$56,000

(c) Accidental Death and Dismemberment Insurance of:

\$56,000

(d) **Weekly Indemnity (Sickness & Accident Insurance)**

Benefit level for this coverage to be sixty-six and two-thirds percent (66 2/3%) of wages to a maximum of;

The weekly indemnity benefit rate, will be equal to the Employment Insurance (EI) weekly rate plus \$100.

Coverage to commence on the first day of accident and fourth day of sickness for maximum of twenty-six (26) weeks.

(e) Dental Plan: 100% Basic A and 50% Crown and Bridges including implant-related Crown, Bridge or Denture.

(f) Services of an ophthalmologist or licensed optometrist, provision will be added (effective April 1, 2021) to the existing Healthcare Program, and includes a benefit limited to 1 eye exam, up to a maximum of \$100.00 each for the member and any eligible dependents in any 2 consecutive benefit years.

(g) A Vision Care provision in the existing extended Healthcare Program, and will include a benefit of up to \$350 each for the member and any eligible dependents in any 24-month period for purchase of prescription eyewear, contact lenses or laser eye correction surgery.

12.02 **Group Registered Retirement Savings Plan**

Eligible employees covered by this Agreement will be participants in the Company sponsored Group Registered Retirement Savings Plan, governed by the established administrative procedures of the Group Registered Retirement Savings Plan, originally effective March 7, 2011. Participation in the Basic Contribution and Discretionary Contribution (when approved by the Board of Directors) will be applied to the employee's account as established. Participation in the Matching contribution will be voluntary.

Company Contributions:

1. Basic Contribution - The Company shall contribute to the GRRSP on behalf of each Active Participant an amount that is equal to 3.0% of the Participant's (eligible) Compensation.
2. Matching Contribution - The Company shall contribute to the GRRSP on behalf of each Active Participant a 50% match of Participant Contributions made to the GRRSP, up to 3.0% of the Participant's Compensation.

The Group Registered Retirement Savings Plan (GRRSP) is part of this Agreement and will be provided to all eligible employees in the bargaining unit. For those employees participating in the GRRSP, the parties recognize and agree that Plan coverage and employee contributions, as well as other terms and conditions as outlined in the GRRSP, will be reviewed periodically and annually and are subject to change. Affected employees will be notified of changes as part of the Company's annual and periodic reviews. The Union waives any right it may otherwise have to bargain over such Plan changes during the life of this Agreement, so long as the changes apply to all employees covered by the Plan, whether employed within the bargaining unit or not.

ARTICLE 13 - JOB POSTINGS

13.01 **Job Postings (Not Temporary)**

All job openings (not temporary) in the bargaining unit will be posted on the bulletin board for five (5) working days. An employee desiring the position must make a written application within the same five working days.

- 13.02 The senior employee's right to the job is based upon this application for the job and the requirements of Article 8, Sections 8.03 and 8.04 of this Agreement.

- 13.03 The Company will have the responsibility of providing notice of the posting to any absent employee at their last address in order to determine whether or not they wish to apply for a permanent job opening.
- 13.04 Employees shall be limited to two (2) successful bids in any twelve (12) month period.
- 13.05 In the event that an employee fills the posting in accordance with the provisions of this article, and within thirty (30) working days, is not performing satisfactorily, or the employee has a legitimate and reasonable concern for not continuing, they will revert to their immediate previous job.
- 13.06 If a qualified applicant does not apply for a job posting, the posting will remain active for thirty (30) calendar days after its date of issue.

13.07 **Job Postings (Temporary)**

- (a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of twenty (20) days shall be filled by senior may/junior must, based on operational requirements.

- (b) All job openings (temporary) that exceed twenty (20) days shall be posted and filled in accordance with the principle established in Article 8, Sections 8.03 and 8.04 of the Collective Agreement.

- (d) 13.04 mentioned above will not count towards a temporary job posting.

ARTICLE 14 - APPRENTICESHIPS

- 14.01 It is mutually agreed that apprentices will be indentured under the provisions of the British Columbia Industry Training Authority Act or any new legislation developed covering apprenticeships.
- 14.02 The number of apprentice employees shall be determined by the Company as will the personnel requirements of the Skilled Trades Group. If at any time there is a need to increase the complement of the Skilled Trades Group, the Company retains the right to hire skilled trades employees from outside the bargaining unit. However, the Company and the Union agree that when a long term employee provides sufficient written notice on their plans for leaving the Company's employ, the Company agrees to post and offer an apprenticeship to replace that employee, if needed.
- 14.03 Eligible apprentices will be determined using the Kennametal Victoria apprenticeship selection criteria.

14.04 The Employer will pay the apprentice employee at the grade Group 3 Rate for the first year of the apprenticeship.

After successful completion of the first year of the apprenticeship, the Employer will pay grade Group 4 Rate.

After successful completion of the second year of the apprenticeship, the Employer will pay grade Group 5 Rate.

After successful completion of the third year of the apprenticeship, the Employer will pay grade Group 7 Rate.

14.05 The Employer will pay all cost pertaining to;

- a) Tuition
- b) Books/supplies
- c) Accommodations

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 (a) It is understood that there may be technological changes introduced by the Company that affect the terms and conditions, or security of employment of a significant number of employees, or alter significantly the basis upon which the Collective Agreement was negotiated.

(b) In the event of a pending technological change, the Company shall advise the Union of such change at the earliest opportunity.

(c) Any employee having five (5) or more years of continuous service who is demoted as a direct consequence of technological change shall be eligible to receive relevant training as may be established by the Company in order to assist them to reduce the extent of any such demotion.

(d) An employee who is terminated because of technological change shall be entitled to severance pay at the following rate:

Severance pay will equal one (1) week of base straight time pay for each two (2) full years of service at the time of termination; with a minimum severance pay benefit of four (4) weeks and a maximum severance pay benefit of sixteen (16) weeks.

(e) It is understood that unresolved disputes arising out of technological change, shall be settled using the normal grievance and arbitration procedures specified in this Agreement.

ARTICLE 16 - PLANT CLOSURE

Employees terminated because of a permanent plant closure will be entitled to severance pay as outlined below;

Severance pay will equal one (1) week of base straight time pay for each two (2) full years of service at the time of termination; with a minimum severance pay benefit of four (4) weeks and a maximum severance pay benefit of sixteen (16) weeks.

ARTICLE 17 - DURATION OF AGREEMENT

17.01 This Agreement shall be effective from April 30, 2021 to and including December 31, 2025, and thereafter from year to year unless notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.

17.02 Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement will commence negotiations. During the period of negotiations this Agreement will continue in full force and effect.

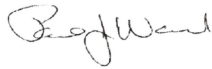
17.03 By agreement of the Parties hereto, the provisions of Sub-sections 2 and 3 of Section 50 of the Labour Code of British Columbia are specifically excluded.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this 30th day of April, 2021.

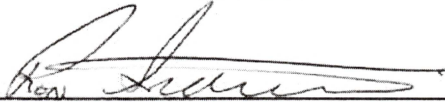
KENNAMETAL LTD.
SIGNED ON BEHALF OF THE COMPANY



Gil Ruth



Paul Ward



Ron Sivorot



Christopher Smith



Tom M. Nawosad


UNITED STEELWORKERS
SIGNED ON BEHALF OF LOCAL 2009



Al Bieksa



Ginette Talbot



Hans Raagner



Thomas Roddan



Michael Paulson

APPENDIX "A"
WAGE SCHEDULE

- (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 this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties agree to negotiate a rate for the job(s) in question, and if unable to reach agreement regarding any specific job classification, the dispute will be processed through Article 11 Grievance Procedure and Arbitration.
- (b) At Management's discretion, or the Union's request, if any new job classification is established, or if there is any significant change in the job content of any job classification set forth in the Wage Schedule, the following process will apply.
- Review all job requirements, either at Management's discretion and/or the Union's request;
 - Use internal comparables, and redefine job description as necessary;
 - Union/Management to agree on (a) New Job Description and (b) Rate Change, if required; and
 - Management will design and provide a document to be used in describing a new job classification or the job content of any new job classification.

GRADE GROUP 9T

Tool and Die Maker, Journeyman
Electronics Technologist
Maintenance Mechanical Technologist

GRADE GROUP 8T

Machinist , Journeyman
Maintenance Electrician, Journeyman
Maintenance Millwright, Journeyman
Electronics Technologist
Quality Technician
Maintenance Mechanical Technologist

GRADE GROUP 8

CNC Programmer/Operator

GRADE GROUP 7

Quality Technician
Furnace Operator/Inspector
CNC Preform Operator
CNC Grinder Operator
CNC Press Operator
Materials Attendant
Preform Specialist

GRADE GROUP 6

Powder Processor
Preform Operator
Press Operator
Furnace Operator/Inspector
Grinder Operator
Shipper
Quality Technician

GRADE GROUP 5

Powder Processor
Preform Operator
Press Operator
Furnace Operator/Inspector
Grinder Operator
Facilities/EHS
Shipper
Quality Technician
Sawtip Scheduler
Sawtip Production Support
Sawtip Grinder Operator
Sawtip Automatic PreTin Machine Operator
Sawtip CTR Treatment Operator
Sawtip Oven Operator/Hand Tin

GRADE GROUP 4

Powder Processor
Preform Operator
Press Operator
Furnace Operator/Inspector
Grinder Operator
Facilities/EHS
Shipper
Sawtip Material Handler - Tumbler
Sawtip Scheduler
Sawtip Production Support
Sawtip Grinder Operator
Sawtip Automatic PreTin Machine Operator
Sawtip CTR Treatment Operator
Sawtip Oven Operator/Hand Tin

GRADE GROUP 3

Powder Processor
Preform Operator
Press Operator
Furnace Operator/Inspector
Grinder Operator
Facilities Attendant
Shipper
Sawtip Material Handler - Tumbler
Sawtip Scheduler
Sawtip Production Support
Sawtip Grinder Operator
Sawtip Automatic PreTin Machine Operator
Sawtip CTR Treatment Operator
Sawtip Oven Operator/Hand Tin

GRADE GROUP 2

Preform Operator
Press Operator
Furnace Operator/Inspector
Grinder Operator
Facilities Attendant
Shipper
Sawtip Material Handler - Tumbler
Sawtip Scheduler
Sawtip Production Support
Sawtip Grinder Operator
Sawtip Automatic PreTin Machine Operator
Sawtip CTR Treatment Operator
Sawtip Oven Operator/Hand Tin

GRADE GROUP 1

Probationary period employees
Temporary employees

N.B.: To be eligible for the 'T' rate in Grades 8 and 9, an employee must be certified in the appropriate trade or technical discipline. In addition, employees working in the certifiable trade or technical discipline at the date of ratification will also be eligible.

	0%	2.50%	2.75%	3.00%	3.00%
Group	Effective 01/01/2021	Effective 01/01/2022	Effective 01/01/2023	Effective 01/01/2024	Effective 01/01/2025
9T	\$ 37.97	\$ 38.92	\$ 39.99	\$ 41.19	\$ 42.42
8T	\$ 37.35	\$ 38.28	\$ 39.34	\$ 40.52	\$ 41.73
8	\$ 34.45	\$ 35.31	\$ 36.28	\$ 37.37	\$ 38.49
7	\$ 32.79	\$ 33.61	\$ 34.53	\$ 35.57	\$ 36.64
6	\$ 31.13	\$ 31.91	\$ 32.79	\$ 33.77	\$ 34.78
5	\$ 29.98	\$ 30.73	\$ 31.57	\$ 32.52	\$ 33.50
4	\$ 28.77	\$ 29.49	\$ 30.30	\$ 31.21	\$ 32.15
3	\$ 27.90	\$ 28.60	\$ 29.38	\$ 30.27	\$ 31.17
2	\$ 26.04	\$ 26.69	\$ 27.43	\$ 28.25	\$ 29.10
1	\$ 24.68	\$ 25.30	\$ 25.99	\$ 26.77	\$ 27.58

TEAM LEADER

Any employee acting as Team Leader shall receive a premium per hour, in addition to their regular rate, as follows:

\$1.25 upon ratification

SHIFT DIFFERENTIAL

Any employee working on the second shift referred to in Article 5 shall receive a premium per hour, in addition to their regular rate, as follows:

\$0.75 upon ratification.

Any employee working on the third shift referred to in Article 5 shall receive a premium per hour, in addition to their regular rate, as follows:

\$1.25 upon ratification.

FIRST AID

Employees holding an Occupational First Aid (OFA) Certificate, shall receive a premium per hour, in addition to their regular rate, as follows:

\$0.65 effective January 1, 2022, for those employees achieving Level one certification,

\$1.10 effective January 1, 2022, for those employees achieving Level two or Level three certification.

The number of employees eligible will be not less than the minimum required and not more than eight (8) Occupational First Aid employees.

SHIFT RESPONSIBILITY

Any employee working on a second or third shift referred to in Article 5, and assigned shift responsibility by management shall receive a premium per hour, in addition to their regular rate, as follows:

\$0.50

EMERGENCY RESPONSE COORDINATOR

An employee who has been designated the responsibility of Emergency Response Coordinator (ERC) by management shall receive a premium per hour, in addition to their regular rate, as follows:

\$0.85

FIELD SAFETY REPRESENTATIVE

An employee who has been designated the responsibility of Field Safety Representative (FSR) by Management and holds the Class "B" Ticket shall receive a premium per hour in addition to their regular rate, as follows:

\$0.75

Letter of Understanding #1-Humanity Fund

For the purpose of International Aid and Development, during the month of May in each year the Union will provide the Company with a list of those bargaining unit employees who voluntarily agree to have a deduction of twenty dollars (\$20) withheld from their paycheck. The Company agrees to make the deduction within the month of June of each year and such deduction will be forwarded to the United Steelworkers Humanity Fund.

United Steelworkers of America
National Office Humanity Fund Dept.
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

The Company also agrees 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.

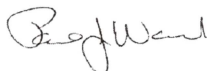
It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278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

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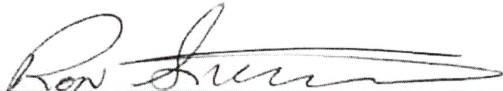
SIGNED ON BEHALF OF THE COMPANY



Gil Ruth




Paul Ward



Ron Sivorot



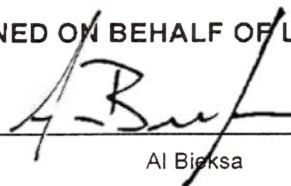
Christopher Smith



Tom M. Nawosad

UNITED STEELWORKERS

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Al Bicksa



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Letter of Understanding #2 – Job Descriptions

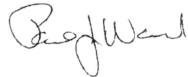
The Company agrees to evaluate and/or update Job Descriptions, as appropriate, along with defined criteria for advancement between Grade Groups. This will be completed prior to December 31, 2021.

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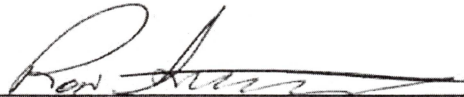
SIGNED ON BEHALF OF THE COMPANY



Gil Ruth



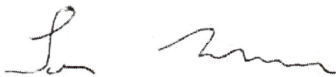
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Al Bieksa



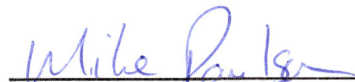
Ginette Talbot



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Michael Paulson