

COLLECTIVE AGREEMENT

BETWEEN:

VERBEEK PALLET SUPPLY CO. LTD.

AND:

UNITED STEELWORKERS LOCAL 2009

July 9, 2021 to July 8, 2026

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THIS AGREEMENT entered into this 9th day of July, A.D. 2021

BETWEEN:

VERBEEK PALLET SUPPLY CO. LTD.

(the "COMPANY")

AND:

UNITED STEELWORKERS LOCAL 2009

(the "UNION")

PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy and profitability of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

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

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

ARTICLE I: BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company in the bargaining unit at 32830 Mission Way, Mission, B.C., except management, office sales, supervisory, confidential employees, office employees and those employees with the authority to hire or discharge and those excluded by the Labour Relations Code.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article XVII, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XVIII.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

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

Section 5: Work Done By Excluded Persons

- (a) Dale Verbeek shall have the right to do bargaining unit work presently done by him as an excluded person. Dale Verbeek shall not have the power to hire, fire or discipline employees.

- (b) If, the Company gives to Dale Verbeek the power to hire, fire or discipline employees, at such time he will not perform bargaining unit work.

ARTICLE II: MANAGEMENT'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

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

ARTICLE III: UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

All employees who entered the employment of the Company on or after the 11th day of February, 1997, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing through the term of this Agreement.

Section 4: Discharge of Non-members

Any employee who fails to maintain **their** membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain **their** membership.

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the U.S.W. Constitution, and in accordance with the By-Laws of Local 2009.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6: Check-off

- (a) The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.
- (b) The Union agrees to indemnify the Company for any claims made against it arising out of deductions made under this Article.
- (c) If there are insufficient wages owing to an employee in the pay period for which dues deduction should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that employee.

Name: _____

Address: _____

**FOR UNITED STEEL, PAPER AND FORESTRY, RUBBER,
 MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
 WORKERS INTERNATIONAL UNION
 (UNITED STEELWORKERS)
AFL-CIO-CLC**

Local Union No. _____

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

Date _____ Signature _____

Employed _____ by: _____ Department: _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee
\$ _____ paid

CHECK-OFF AUTHORIZATION
FOR UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)

COMPANY _____

Address _____

Date _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

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

Name _____

Signature _____

Address _____ Postal Code _____

Check No. _____ Local Union No. _____

Department _____

Witness _____

Section 7: Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

Section 8: Employer Deductions From Wages - Employee Benefit Plans

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties to the Agreement.

ARTICLE IV: SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.

Section 2: Composition

The Shop Committee shall consist of not more than three (3) employees, which have completed probationary period of employment with the Company who are members of the Union and wherever possible, shall be selected on a departmental basis.

Section 3: Notification

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

Section 4: Exceptions

The provisions of Section 1, 2, and 3 will not apply in reference to Article XIV – **Health and Safety**, where the members are designated according to the provisions of the *Workers' Compensation Act*.

ARTICLE V: HOURS OF WORK AND OVERTIME

Section 1: Hours and Overtime

- (a) The regular hours of work for regular full-time employees shall be eight (8) hours per day and forty (40) hours per week.
- (b) The Company shall pay regular full-time employees at the rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week.
- (c) Double straight-time rates shall be paid for hours worked in excess of eleven (11) hours per day.
- (d) Employees will be paid time and one-half for the first eleven (11) hours worked in excess of forty (40) hours in a week and double time thereafter.
- (e) When two or more types of overtime rates apply to the same hour of work, only the higher rate shall be paid.
- (f) The Company will assign unscheduled overtime to the incumbent performing the work where the overtime is continuous with the shift. This also includes routine knife changes or similar normal operator activities and overtime necessary to complete a pickup or delivery by the truck driver. If the incumbent is not available, the overtime will be offered on the basis of seniority to the employee who is competent.

- (g) All other scheduled overtime shall be offered on the basis of seniority to employees who are competent.

Section 2: Casual Employees

- (a) A casual employee is an employee who does not work more than 16 hours per week. The Company shall be entitled to employ one (1) casual employee who is entitled to work up to 16 hours per week including weekends.
- (b) The Company may employ one (1) additional casual employee by mutual agreement with the Shop Committee.
- (c) Casual work will be paid for at straight times job rate.
- (d) A casual employee does not acquire seniority rights in accordance with the provisions of this Agreement.

Section 3: Multiple Shift Operation

- (a) The Company shall have the right to operate the plant or any part thereof on a two or three-shift basis. Details of shifts shall be varied at the Company's option.
- (b) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.

Section 4: Swing Shift

- (a) The working force on the day shift in Company shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.

Section 5: Rest Periods

- (a) All employees shall be entitled to two (2) rest periods during each regular shift to be taken as follows, provided always that the Company shall have the right to use relief employees in implementing this provision:
 - (i) a fifteen (15) minute rest break shall be taken in the morning portion of the regular shift;
 - (ii) a ten (10) minute rest break will be taken in the afternoon portion of the regular shift.

Section 6: Hot Meals

Where employees are required to work more than three (3) hours overtime beyond their normal shift, the Company shall provide a hot meal, such hot meal to be consumed by the employee on his/her time before beginning the overtime work.

Where the provision of a hot meal is considered impractical, Employees will be paid a fifteen dollar (\$15.00) food allowance in lieu of both the hot meal and the time required to consume the meal.

Section 7: No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

ARTICLE VI: TECHNOLOGICAL CHANGE

Section 1: Joint Committee

It is agreed that a Joint Committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The committee will meet with the provincial and federal representatives concerned with retraining of manpower.

Section 2: Advance Notification

The Company shall notify the Shop Committee and the Union not less than sixty (60) days in advance of intent to institute changes in working methods or facilities which would involve -the discharge or laying off of employees.

Section 3: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of **their** regular job at the time of the setback for a period of one and one-half (1 ½) months and for a further period of one and one-half (1 ½) months **they** will be paid an adjusted rate which will be midway between the rate of **their** regular job at the time of the set back and the rate of **their** new regular job. At the end of this three-month period the rate of **their** new regular job will apply. However, such employee will have the option of terminating **their** employment and accepting severance pay as outlined in Section 4 below, providing **they** exercise this option within the above-referred-to three-month period.
- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XII - Seniority brought on by mechanization, technological change or automation **they** will receive the rate of **their** regular job at the time of the setback for a period of one and one-half (1½) months and for a further period of one and one-half (1 1/2) months **they** will be paid an adjusted rate which will be midway between the rate of **their** regular job at the time of the setback and the rate of **their** new regular job. At the end of this three-month period the rate of **their** new regular job will apply.

Section 4: Severance Rate

- (a) Employees discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of ten (10) weeks' pay. This Section shall not apply to employees covered by Section 3(b) above.
- (b) An employee who accepts severance pay in accordance with the provisions of this Article shall be deemed to abandon any recall rights they may have under this Agreement, and the employee's employment for all purposes will be terminated, and shall have no other claim for the loss of their employment.

ARTICLE VII: WAGES AND PAY DAYS

Section 1: Wage Rates

- (a) The parties hereby agree that the wages of all bargaining unit employees covered by this Agreement shall be those stipulated in Schedule "A" to this Agreement.
- (b) **Damages or Broken:**
The Company will repair or replace tools damaged or broken in the performance of regular duties.
- (c) **Metric Tools:**
The Company will make available tradesmen's tools required upon the introduction of the metric system.

Section 2: Pay Days

The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

Section 3: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of **seventy-five cents (\$0.75)** per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid **seventy-five cents (\$0.75) effective July 9, 2021.**

Section 4: Jobs and Equipment

The following provisions shall apply to new or significantly revised jobs and/or equipment:

- (a) Advance notice or change to Local Union.
- (b) (i) **New and permanently vacated jobs shall be posted in accordance with Article XII, Section 4.**
- (b) (ii) **Significantly revised jobs shall be posted if requested by the plant or camp committee.**
- (c) **An employee shall receive the rate of their previously held job until such time as a new rate is negotiated.**
- (d) (i) **The applicant shall have the right to revert to their original job within thirty (30) working days providing their old job still exists.**
- (d) (ii) **Management shall have the right to postpone the reversion to permit the training of a replacement.**
- (e) **When a permanent rate is agreed upon the employee shall receive the difference between that rate and their interim rate from the date they started the new or revised job.**
- (f) **Rate negotiations to be guided by the following principles:**
 - (i) **Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.**

Failing satisfaction at the Local Level, the Union would have the right of referral to a third party agreeable to the Parties for a binding decision.

Section 4: First Aid Attendant Training

The Company will pay the cost of training and retraining for Industrial First Aid Tickets, including lost time wages as necessary to maintain a complement of two Level II first aid attendants. These costs will be paid as long as the employee successfully completes the course.

Section 5: First Aid Ticket Premiums - Designated Duty First Aid Attendants

Upon attaining First Aid Tickets as required by the Workers' Compensation Board, the following premiums will be paid to the designated first aid attendant on duty on any shift:

(a) Occupational Rate + Premium:

Level 1 – 60 cents per hour; effective on ratification of this Collective Agreement.

Level 2 – 80 cents per hour; effective on ratification of this Collective Agreement.

Level 3 – \$1.00 per hour; effective on ratification of this Collective Agreement.

(b) It is recognized that the designated first aid attendant will be the senior employee on site with a first aid ticket **at the time of ratification and all future vacancies will be posted and filed in accordance with Article XIII, Section 1.**

Section 6: Rates

The general wage increase provided for in Section 1 has been incorporated into all rates under this Article.

ARTICLE VIII: STATUTORY HOLIDAYS

Section 1: Statutory Holiday

(a) The following shall be recognized as statutory holidays under this Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) All regular employees who work on statutory holidays shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work and Overtime, Section 1(b) or (c).

(c) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one, (1) week prior to the said holiday.

Section 2: Qualifying Conditions

(a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:

- (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last scheduled work day before, and 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.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIII - Leave of Absence, or any employees while members of a Negotiating Committee under Article XIII, shall not qualify for paid Statutory Holidays.

Section 3: Saturday or Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday or Sunday, it shall be observed on the preceding Friday or the succeeding Monday, as scheduled by the Company, provided 7 days' notice is provided to the Shop Committee.

Section 4: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 5: Holiday Shift

An employee working on a paid holiday shall be paid in addition to their holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift".

Section 6: Casual and Probationary Employees

Casual and probationary employees shall be eligible for statutory holiday pay in accordance with the *Employment Standards Act*.

Section 7: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

Section 8: New Statutory Holidays

If any other new statutory holiday is put in place by the Federal or Provincial government, it shall be added to the list of recognized and paid statutory holidays.

ARTICLE IX: VACATIONS WITH PAY

Section 1: Paid Vacation

- (a) Upon completion of one (1) year and on completion of each year of continuous service thereafter, a Regular employee is entitled to two (2) weeks vacation and vacation pay of 4% of wages earned during the year.
- (b) On completion of five (5) years of continuous service and on completion of each year thereafter, a Regular employee is entitled to an additional week of vacation and additional vacation pay of 2% of wages earned during the year
- (c) On completion of twelve (12) years of continuous service, and on completion of each year thereafter, a regular employee is entitled to an additional week of vacation and an additional vacation pay of 2% wages earned during the year.
- (d) On completion of twenty-five (25) years of continuous service, and on completion of each year thereafter, a regular employee is entitled to an additional vacation pay of 1% wages earned during the year.

Section 2: Vacation Pay on Termination

- (a) An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 3: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) All earned vacations must be taken in the calendar year during which the employee becomes eligible for the annual vacation, except in special circumstances and with the agreement of the Company.

Section 4: Vacation for Casual and Temporary Employees

Casual and temporary employees shall be entitled to a paid vacation in accordance with the provisions of the Employment Standards Act.

ARTICLE X: CALL TIME

Section 1: Where No Work

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

Section 2: Where Work Commences

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

ARTICLE XI: HEALTH AND WELFARE

Section 1: Coverage

During the duration of the Agreement, Regular employees in the bargaining unit must participate in the Company's Group Insurance Plans that are currently provided by the Company ("Insurance Plans") including:

- (a) Life Insurance – provides 24-hour coverage of death at any time or place, from any cause. Amount of coverage is 2 times annual income to a maximum of \$50,000.
- (b) Accidental Death & Dismemberment – provides 24-hour coverage loss of life resulting from an accident. Amount of coverage is equal to the Life Insurance amount. Amounts are payable for other bodily injuries according to the Schedule of Losses in the Insurance Benefit Guide.
- (c) Long Term Disability – provides a regular monthly income after a waiting period of 120 days for a period of up to 2 years to employees who are absent from work or long periods as a result of illness or injury. Employees are disabled if they cannot perform the duties of their own occupation and are under the regular care of a physician.
- (d) Extended Health Care – covers reasonable and customary charges for supplies and services used to treat illness or injury that are not covered by the provincial health plan. Prescription drugs are covered at 100% for national formulary drugs and 50% for other drugs. Other expenses are covered at 100%, subject to the limitations of the Insurance Benefit Guide.

- (e) **Dental Care** – provides dental benefits based on the last approved Fee Guide established by the Provincial Dental Association. There is no annual deductible. Coverage is at 100% of basic services, 50% of major services, and 50% of orthodontia. Basic services includes exams, x-rays, preventative and restorative treatments, endodontics and periodontics, and oral surgery. Major services includes inlays, onlays, crowns, bridges and dentures. Orthodontics are covered for dependents up to age 17 with a lifetime maximum of **\$2,500**. Annual maximum is **\$2,500/year** combined.
- (f) **Vislon Care - Eye exam every two (2) years up to a maximum of \$100.00. Eyeglasses every two (2) years up to a maximum of \$300.00.**

Section 2: Premiums

Premiums for the Insurance Plans shall continue to be deducted by the Company on the current basis.

Section 3: Insurance Plans

The eligibility requirements and payment of benefits under the Insurance Plans are governed by the Contracts of Insurance, which do not form a part of this Agreement. The Union acknowledges that the Company's liability with respect to this Article is limited solely to making the Group Insurance Plans available and to making the payment of the Company's share of the premiums.

Section 4: Employee Responsibility

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all Insurance Plans and that neither the Union, nor the Company, has any direct responsibility for ensuring that all requirements for eligibility, coverage or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement.

Section 5: Union's Copy

- (a) The Union will be provided with copies of the Insurance Plans' documents as well as any modifications or changes to the Plans which may be made from time to time.
- (b) The Plans will not be altered or amended to the detriment of employees during the term of the Agreement.

ARTICLE XII: EDUCATION FUND

The parties agree to establish a fund based on the following parameters.

1. The Company contribution to the Education Fund will be ten (10) cents per hour worked per employee starting July 8, 2005.
2. The Company will remit the contribution directly to the Union by cheque marked United Steelworkers, Local 2009 Education Fund.
3. The Company will remit such accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the employees employed by the Company and the total number of hours worked by all employees

ARTICLE XIII: SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by Plant seniority.
- (b) The selection and promotion of employees shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

Section 2: Reduction and Recall of Forces

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (b) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of **their** Company seniority subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that **they** will not be able to keep **thier** regular job he may elect to apply **their** seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.

- (d) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.
- (e) Details of the application of this Section shall be worked out by the Union and the Company.

Section 3: Retention During Layoff

- (a) It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:
 - (i) Employees with less than one (1) years' service shall retain their seniority for a period of three (3) months.
 - (ii) Employees with one (1) or more years' service shall retain their seniority for 12 months.
- (b) A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of 5 days' work in 10 days.
- (c) It shall be the Company's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change of address.

Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XII, Section 1.

Section 5: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty-five (45) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days, they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of forty-five (45) working days shall only be cumulative within ninety (90) working days following the date of entering employment.

Section 6: Hiring Preference

- (a) The Company has the right to hire new employees from any source and to judge the qualifications of prospective employees.

Section 7: Absence Without Leave

Any employee who is absent without leave for a period of three (3) consecutive days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.

Section 8: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting day with the Company. The Company will advise the Union once each month of changes to the said list.

Section 9: Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position or non-bargaining unit position and at a later date ceases to be a supervisory worker or an excluded worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit. The following options shall prevail:
- (i) If the person has the bargaining unit seniority, they shall revert back to their previously held job; or
 - (ii) If the person does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, competency considered; or

- (iii) If the person does not have the bargaining unit seniority to obtain a job, they should be laid off and subject to all provisions of the master agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. The Parties may extend this period by agreement.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the local Union and management, and if agreement is reached, the period may be extended.

ARTICLE XIV: LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical evidence. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

Section 2: Written Permission

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

Section 3: Compassionate Leave

- (a) The Company will grant leave of absence up to a maximum of one (1) month without pay to employees for compassionate reasons or training or extended vacation or up to a maximum of six (6) months without pay to attend an educational institution, conditional on the following terms:
 - (i) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen;
 - (ii) That the employee shall disclose the grounds for application;
 - (iii) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available; and
 - (iv) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 4: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which **they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.**
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren, **brother-in-law and sister-in-law.**
- (c) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 5: Jury Duty

An employee is entitled to jury duty leave in accordance with the provisions of the *Employment Standards Act*.

Section 6: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office for a period up to and including one (1) year.

Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to **their** Company within thirty (30) calendar days after completion of **their** term of employment with the Union.
- (b) The Company will grant unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of U.S.W. Local 2009 in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this unpaid leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty (20) calendar days; in the case of (b), five (5) calendar days.

Section 7: Public Office

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not be reasonably foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

Section 8: Leave of Absence Without Pay

Family Related Leaves – Employees meeting the criteria for such leaves will be granted leaves of absences in accordance with the provisions of Part 6 of the Employment Standards Act for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness, or Injury Leave, Reservists Leave, Leave Respecting Disappearance of a Child, Leave Respecting the Death of a Child and Leave Respecting Sexual or Domestic Violence.

ARTICLE XV: HEALTH AND SAFETY

Section 1: Responsibility

- (a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health and safety of the employees during the hours of their employment.
- (b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety including preventative health and safety programs and initiatives with the object of eliminating all workplace accidents.
- (c) 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.

Section 2: Serious Injury or Fatality

In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives or designates to participate in the workplace to conduct a full investigation into the fatality or injury.

Section 3: Refusal of Unsafe Work

- (a) In accordance with the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform a work activity which they have reason to believe is likely to endanger someone.**
- (b) Where the employer offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rationale for the refusal. This must be done in the presence of the person who originally refused the work or, in their absence, another worker chosen by that person able to explain the reasons for the refusal.**

Section 4: Workplace Bullying and Harassment Program

- (a) The employer shall, in consultation with the Union, develop and maintain a written program to implement the policy with respect to workplace harassment.**
- (b) To protect a worker from workplace harassment, the employer shall ensure that,**
 - i. an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances;**
 - ii. the worker who has allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;**
 - iii. the program developed under Section (a) is reviewed as often as necessary, but at least annually, to ensure that it adequately implements the policy with respect to workplace harassment.**
- (c) The employer shall provide a worker with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment.**

Section 5: Modified Work

The employer and the union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The employer shall notify the union whenever there is a request for accommodation. The employer and the union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

ARTICLE XVI: SAFETY EQUIPMENT

- (a) Where the following articles of equipment are required to be used by the employer or by the Workers' Compensation Board, the employer shall:
- (i) supply new employees with the articles of equipment as required,
 - (ii) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
 - (iii) replace articles of equipment as required when they are presented worn or damaged beyond repair by the employee, so long as the articles are used exclusively at the Company's workplace for the Company's purposes,
 - 1. Aprons
 - 2. Hard hats
 - 3. Welding goggles, etc.
 - 4. Dust protection
 - 5. Eye protection
 - 6. Ear protection
 - 7. Gloves
 - (iv) replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee. The Company agrees that up to a maximum of six pairs of rubber gloves will be provided to each employee per year on an as needed basis if the employee desires rubber gloves in lieu of the standard gloves now provided.
- (b) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
- 1. Safety shoes
 - 2. Rain gear
- (c) An employee who is required to wear safety shoes by **Worksafe BC** shall receive annually **one hundred fifty (\$150.00)** dollars safety shoes allowance,

- (i) if he has six (6) months' or more seniority, or
- (ii) upon obtaining six (6) months' seniority.
- (iii) Seasonal layoffs shall not interfere with the qualifying period herein.

ARTICLE XVII: SEVERANCE PAY FOR PERMANENT

- (a) Employees terminated by the Company because of a permanent closure of the Company's operations shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service to a maximum of fifteen (15) week's pay.
- (b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

NOTE: There will be no pyramiding of severance pay by employees who may be entitled to severance pay from Forest Renewal BC Corporation and this Agreement. A Joint Committee will be established to coordinate severance pay benefits under the Forest Renewal BC Corporation and this Agreement provisions.

- (c) The Company will give employees affected sixty (60) days' notice of a planned permanent closure.

ARTICLE XVIII: ADJUSTMENT OF GRIEVANCES

Section 1: Grievance

- (a) Where a difference arises between an employee and the Company, or between the Company and the Union, relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, according to the grievance and arbitration procedure which follows, without stoppage of work.

Section 2: Procedure

The Company and the Union mutually agree that, when a grievance arises in the Company coming under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days of the said grievance.

Step Two

If a satisfactory settlement is not reached, the Shop Committee shall take up the problem with the President or representative designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVIII.

Section 3: Time Limit

- (a) If a grievance has not advanced to the next stage under Step Two, Three or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.
- (b) Time limits may be extended by mutual agreement of the Company President and the Union.

ARTICLE XIX: ARBITRATION

Section 1: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVII; the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement, the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:
 - (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;
 - (iii) is, or has been, with a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, United Steelworkers, or a Company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding on the Parties.
- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all of their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

Section 2: Single Arbitrator

- (a) By mutual agreement, a grievance may be referred to a single mutually agreed upon Arbitrator who shall comprise the Arbitration Board.
- (b) Where the Parties are unable to agree upon an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator.
- (c) After receiving the notice of referral to arbitration, the other Party shall, within five (5) working days, acknowledge receipt of the question or questions to be arbitrated, and give notice in writing to the other party of the name and address of appoint its representative to the Arbitration Board.

Section 3: Cost Sharing

The Parties shall each bear the fees and expenses of its representative on any Arbitration Board, and shall bear in equal proportions the expenses and fees of the Chairperson or single Arbitrator.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held in the City of Vancouver or at such other place as may be decided by the Parties.

ARTICLE XX: NO STRIKES OR LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of this Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above, threatened, declared, authorized, counselled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement, the Union will instruct its members and officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE XXI: CONTRACTING AND SUBCONTRACTING

The Company will not contract out work normally performed by employees in the bargaining unit if that would cause employees with seniority to be laid off. This does not restrict the source or nature of raw materials.

The Company may hire contractors with the understanding that the same will not result in the loss of full-time positions as at the time of ratification, held by regular employees in the operation, a minimum of eight (8) bargaining unit positions must be maintained.

Exceptions

The Company has the right to contract for services when:

- (a) **the Company does not have the equipment or facilities necessary to provide the required service; or**
- (b) **during a temporary period of no longer than 365 calendar days where the Company does not have employees who perform such work or are qualified in such work; or**
- (c) **an unforeseen challenge occurs.**

In the event contractors are needed for reasons outside the exceptions noted above, the company will notify the Union in a timely manner, of the functions they intend to contract out. Any contractor working for more than three hundred and sixty-five (365) continuous calendar days must become a member of USW, Local 2009.

ARTICLE XXII: DURATION OF THIS AGREEMENT

- (a) The parties agree that this Agreement shall be effective for **five (5) years** from **July 9, 2021 to July 8, 2026** of this Agreement, and thereafter from year to year unless written notice of contrary intention is given by either party to the other party within four (4) months immediately preceding the date of expiry. The notice required shall be validly and sufficiently served at the business office of the Company or the Local office upon the Local officers of the Union within four (4) months immediately preceding the expiry date of this Collective Agreement. If no agreement is reached at the expiration of this Collective Agreement and negotiations are continued, the Agreement shall remain in force up to the time a new Agreement is reached or until negotiations are discontinued by either party.
- (b) The parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code is excluded from this Agreement.

ARTICLE XXIII: NOTIFICATION

Where this Agreement requires notice to be given between the parties to the Agreement, such notice shall be in writing, and mailing of such notice by ordinary mail shall be deemed to be effective notice unless the Agreement specifically requires another mode of delivery or service.

- (a) Unless and until the Union is notified by the Company of a change, notice to the Company shall be addressed to:

Verbeek Pallet Supply Co. Ltd.
32830 Mission Way,
Mission, B.C. V2V 5X9
Attention: William Verbeek, President

- (b) Unless and until the Company is notified by the Union of a change, notice to the Union shall be addressed to:

U.S.W. Local 2009
Suite 202 9292 200th Street
Langley, BC V1M 3A6


DATED this 10th day of August, 2021.

VERBEEK PALLET SUPPLY COMPANY LTD.

By:  (DAN LOFTSGARD MANAGER)
Authorized Signatory

By: _____
Authorized Signatory

UNITED STEELWORKERS LOCAL 2009

By:  (Mike Dohra Servicing Rep)
Authorized Signatory

By: 
Authorized Signatory

SCHEDULE A: WAGE RATES

Position	July 9, 2020	July 9, 2021	July 9, 2022	July 9, 2023	July 9, 2024	July 9,2025
	\$.35	\$.40	\$.30	\$.30	\$.35	\$.35
Cleanup	\$19.52	\$19.92	\$20.22	\$20.52	\$20.87	\$21.22
Taller including loading lumber, etc.	\$21.65	\$22.05	\$22.35	\$22.65	\$23.00	\$23.35
Nailer	\$22.90	\$23.30	\$23.60	\$23.90	\$24.25	\$24.60
Automatic Nailer Operator	\$24.15	\$24.55	\$24.85	\$25.15	\$25.50	\$25.85
Assist. Auto Nailer Oper.	\$23.40	\$23.80	\$24.10	\$24.40	\$24.75	\$25.10
Machine Operator	\$24.15	\$24.55	\$24.85	\$25.15	\$25.50	\$25.85
Verticut Machine Operator	\$25.15	\$25.55	\$25.85	\$26.15	\$26.50	\$26.85
Forklift Operator	\$24.15	\$24.55	\$24.85	\$25.15	\$25.50	\$25.85
Truck Driver	\$25.15	\$25.55	\$25.85	\$26.15	\$26.50	\$26.85

Charge-hand premium:

For the duration of this Collective Agreement the charge-hand premium will be eighty-five cents (85¢) per hour.

The Company may, in its discretion, appoint a charge-hand.

Pay for employee representative to be present at next set of negotiations:

It is agreed that the employer will pay a straight time wage for a designated employee representative to be present at the negotiating table at the next set of negotiations to a maximum of 12 hours straight time pay.