

**COLLECTIVE
BARGAINING
AGREEMENT**

between



VARSTEEL LTD. (Chemainus)

and



Effective March 15, 2021 – March 14, 2024

COLLECTIVE AGREEMENT

Between

VARSTEEL LTD. (CHEMAINUS)

And

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

(UNITED STEELWORKERS)

(ON BEHALF OF LOCAL UNION 2009)

March 15, 2021 – March 14, 2024

/vbh-cope-343

***Errors and Omissions Accepted**

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ARTICLE 1 - Purpose

1.01 – Purpose

Whereas it is the intent and purpose of the Parties hereto that this Agreement, which has been negotiated and entered into in good faith, will promote and improve industrial relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto and:

- (a) To recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
- (b) To provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- (c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;
- (d) To establish a just and prompt procedure for the disposition of grievances;
- (e) And generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well being.

ARTICLE 2 - Recognition

2.01 In this Agreement, Bargaining Unit means employees employed by the Employer at and from 9380 Smiley Road, Chemainus, BC V0R 1K4 except management and those excluded from the collective bargaining by Section 1 of the Labour Relations Code, R.S.B.C. 1996, c.244 as am.

- (a) The Employer recognizes the Union as the sole bargaining agent for the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of work and conditions of employment.

2.02 Bargaining unit work shall be performed by bargaining unit personnel. It is understood and agreed that management excluded personnel shall continue the present practice of occasionally doing bargaining unit work, in cases of emergency, in order to better serve the customers. It is also understood and agreed that management personnel's principle duties are primarily to manage.

2.03 The Employer agrees that no excluded personnel shall perform the job of a regular employee while any employee capable of performing that job is on layoff.

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

- (a)** To plan, direct and control operations, to schedule work, to determine the methods, processes, and means of work, to determine the location and facilities, and the extent to which locations shall operate.
- (b)** To hire, promote, demote, classify, transfer, assign, reassign and layoff employees and to discipline, suspend and discharge employees for just and reasonable cause.
- (c)** To direct the work force, including the right to decide on the number of employees needed by the Employer, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the new operations.
- (d)** To make and to alter from time to time reasonable rules and regulations to be observed by all employees provided such alteration does not conflict with an express provision of this Agreement. The Union and the employee(s) affected shall be notified prior to any new or changed rules or regulations taking effect.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 Union Recognition: The Employer agrees that as a condition of continued employment, every employee covered by this Agreement shall become a member and remain a member in good standing.

4.02 All employees of the Employer shall as a condition of continued employment join the Union before commencing work.

4.03 (a) The Employer shall deduct from the pay of each employee such union dues, fees and assessment as prescribed by the Constitution of the Union.

(b) The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within two (2) weeks after the end of the month payable to:

International Secretary – Treasurer
United Steelworkers
Unit D Box 34223
Vancouver, BC V6J 4N1

- (c) A duplicate itemized statement shall be forwarded as follows:

Untied Steelworkers Local 2009
Suite 202-9292-200th Street
Langley, BC V1M 3A6

- (d) 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, along with a completed R115 Form required by the International Union.
- (e) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 Form.
- (f) The Union agrees to indemnify the Employer and save it harmless against any claims which may arise in complying with the provisions of this Article.
- 4.04 (a)** Prior to contracting out any work coming within the Union's jurisdiction normally performed by member(s) of the bargaining unit, the Employer agrees to notify the Union in advance of such intentions and will meet with the Union in an effort to resolve any concerns related to such contracting.
- (b) The Employer agrees that no employee in the bargaining unit will be displaced or continue to be laid off as a result of any contracting out of work.
- 4.05** During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members, agree that they will not permit, cause or encourage or take part in any sit-down, stoppage of any of the Employer's operations nor authorize or condone any curtailment of work or restriction or interference with production at any of the Employer's operations.
- 4.06** During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.
- 4.07** The Union has the right to appoint or elect up to two (2) members of the Bargaining Unit to a Negotiation Committee provided that any costs associated with wages/benefits accruing to the employees of the Employer so appointed are borne by the Union.
- 4.08** There shall be no Union activity on Employer's time or premises except as expressly provided for in this Agreement, unless otherwise authorized by the Employer.

ARTICLE 5 – RATES OF PAY

- 5.01** Employees within the Bargaining Unit shall be paid in accordance with the rates of pay for the applicable classification as negotiated by the Employer and the Union. The applicable rates of pay are found in Schedule “A” to this Agreement.
- 5.02** Additional classifications may be established by the Employer from time to time. The rates for same shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree upon a rate for the new classification, the dispute may be referred to Arbitration by either Party.
- 5.03** When an employee from a higher classification is requested to work temporarily, or until permanently reclassified, at a lower-rated classification, they shall continue to be paid at the rate for the higher-rated classification.
- 5.04** An employee reclassified or assigned to a lower-rated classification on a permanent basis shall be paid the established rate for the classification on a permanent basis shall be paid the established rate for the reclassified or lower-rated position.
- 5.05** An employee reclassified or assigned to a higher rate classification on a temporary or permanent basis shall be paid the established rate for that classification for all hours worked in the classification.

ARTICLE 6 – HOURS OF WORK AND REST PERIODS

6.01 SHIFTS

- (a) Eight Hour Shift – Steady Days Eight (8) hrs/day, Forty (40) hrs/week, Monday to Friday:**

The standard work day will consist of eight (8) hours and start up time(s) will be assigned between 6:00 a.m. and 8:00 a.m. with a designated thirty (30) minute unpaid lunch period.

- (b) Ten Hour Shift – Steady Days Ten (10) hrs/day, Forty (40) hrs/week, between Monday to Friday (Monday-Thursday or Tuesday to Friday):**

The standard work day will consist of ten (10) hours and start up time(s) will be assigned between 6:00 am and 8:00 am with a designated thirty (30) minute unpaid lunch period.

- (c) Change of Start and Stop Times**

By mutual agreement between the Employer and the Local Union, the regular starting and stopping times of standard work shifts may be changed.

- (d)** The work week will consist of five (5) eight (8) hour shifts Monday to Friday inclusive, or four (4) ten (10) hour shifts Monday to Thursday, or Tuesday to Friday inclusive. This will constitute a work week for all employees. It is further agreed that where there is mutual agreement between the Employer and the

Local Union the work week may be altered to start on Sunday or end on Saturday.

- (e) Employees shall be granted five (5) minutes prior to the end of their shift to clean up their workstation and wash up.
- (f) There shall be two (2) scheduled fifteen (15) minute paid coffee breaks in each standard shift, approximately midway between each half of the shift.
- (g) On occasion, employees may be required to work into their coffee or lunch break to satisfy a customer. In this event, the employee will be allowed the equivalent time for their break following the completion of the required work. In no event will any employee be required to work more than five (5) hours without a scheduled lunch break.
- (h) The parties agree that the employees at Varsteel Ltd. Chemainus can modify their break/rest periods so long as it does not exceed the allotted amount of thirty (30) minutes of break time and thirty (30) minutes of rest.

6.02 Subject to the exceptions set forth in this Section, any employee reporting for work shall receive a minimum of four (4) hours pay at their regular rate, providing that, if four (4) hours pay at their regular job, they shall perform such other work as may be assigned to them to qualify for such pay.

The provision of this Section shall not apply in case of shutdown necessitated by emergencies or completely beyond the control of the Employer, or if the employee:

- (a) voluntarily quits, or
- (b) was previously instructed not to report, and in any such event or circumstance they shall then be paid for the actual time worked.

6.03 Call-In Pay

In the event that an employee is called into work outside their scheduled shift of a day in which an employee is scheduled to work or has worked, they shall be paid overtime rates for the hours worked outside of their scheduled shift with a minimum payment of two (2) hours at time and one-half (1 ½).

6.04 Daily Overtime

- (a) For the purpose of this Article, overtime is paid to an employee for approved time worked outside of or in excess of regular scheduled hours for the day at the rate of one and one-half times (1 ½) the regular rate of pay for the first two (2) hours worked thereafter in any one day and double time (2X) for all hours worked thereafter in any one day.

Any work scheduled and performed on Sunday shall be paid at double time (2x).

(b) Weekly Overtime

Overtime is paid to an employee for approved hours worked in excess of forty (40) in any week at the rate of time and one-half (1 ½) for all hours up to forty-eight and double time (2x) for all hours worked thereafter in any week. Calculation for payment of weekly overtime hours excludes those hours in 6.01 above.

6.05 Shift Changes

Shift changes at the request of an employee or as a result of an exchange of shifts between employees as approved by the Employer shall not result in any overtime payment by the Employer.

6.06 Shift Schedules

(a) Shift schedules shall be posted by the Employer for three (3) working days in advance. If employees are not given three (3) working days notice in advance of a shift change, and they have not mutually agreed to the change, they will receive one and one-half times (1 ½) for all hours worked for the first (3) shifts following the change.

(b) Machine Operators and apprentices, where applicable, will be assigned to the same shift for the purpose of training.

6.07 Except as may be expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.

6.08 The Parties agree that available overtime will be distributed by seniority, in their respective classification, to those employees interested and qualified to do the work. It is understood and agreed that there may be times when overtime is required.

6.09 Work performed on Statutory Holidays as listed in Article 7 will be reimbursed at one and one-half times (1 ½) plus eight (8) hours Statutory Holiday pay for those who work an eight-hour shift.

Employees who work a ten-hour shift will be reimbursed at one and one-half times (1 ½) plus ten (10) hours at straight pay for the Statutory Holiday.

6.10 The Parties are agreed that all overtime will be by mutual agreement.

6.11 When employees work more than two (2) hours overtime after completion of their regular shift they will be allowed a one-half (½) hour paid meal break. For truck drives, they will be paid in lieu of the one-half (½) paid meal break (2.5 hours overtime).

6.12 Employees will have eight (8) hours rest between shifts.

6.13 Banking of Overtime

The Employer agrees to give the individual employee the option to receive overtime pay as specified in Article 6 or to receive Banked time off as follows:

Examples:

- (a)** An employee who works ten (10) hours on a weekday would have the option of:
 - i. eight (8) hours straight time plus two (2) hours overtime; or
 - ii. eight (8) hours straight time plus three (3) hours banked time.

- (b)** An employee who works eight (8) hours on a Saturday would have the option of:
 - a. eight (8) hours overtime; or
 - b. twelve (12) hours banked hours

- (c)** An employee who works (8) hours on Sunday would have the option of:
 - a. eight (8) hours at double-time (2x) pay; or
 - b. sixteen hours (16) banked hours

A written request to withdraw a banked day(s) is required to be given to the Employer no later than seventy-two (72) hours prior to the date in which it is to be taken. By mutual agreement between the employee and their supervisor, less notice may be given.

Banked days must be taken within thirty (30) days of being earned or at a time that has been mutually agreed by the employee and their supervisor.

Time off for banked days will be granted on a first-come, first-served basis. If more than one employee requests banked time at the same time, then seniority will prevail.

All banked time not taken by December 1st of each calendar year in which it is accumulated will be paid out by December 15th of such year at overtime rates under this Agreement.

ARTICLE 7 – Statutory Holidays

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

Employees who are on a ten (10) hour shift work week when the statutory holiday falls will receive ten (10) hours statutory holiday pay.

7.02 (a) General Holidays to be observed by this Agreement are:

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

(b) The Employer agrees that any new statutory holidays legislated by the provincial or federal governments will be recognized in this collective agreement.

7.03 An employee qualifies for payment on the General Holiday listed in 7.02 where the employee has been and remains employed for the thirty (30) calendar days preceding the General Holiday and who has worked on ten (10) of the thirty (30) calendar days preceding the General Holiday including their scheduled shift immediately preceding and their scheduled shift following the General Holiday.

7.04 An employee who works on a General Holiday shall be paid overtime rates in accordance with Article 6 of this Agreement and shall receive another working day off with pay at their regular straight time rate at some other time but not later than their next annual vacation or termination date, whichever occurs first.

7.05 Should any of the above-stipulated eleven (11) Holidays occur during the employee's vacation period and the employee qualifies for payment of the Holiday pursuant to 7.03 above, they shall be given an extra day's vacation with pay for each Holiday, to be taken at the beginning of or at the end of the Holiday period.

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

- i. regular scheduled shift worked;
- ii. absence due to Workers' Compensation Board approved claim and for which the employee is in receipt of Workers' Compensation Board wage loss benefits;
- iii. approved annual vacation pursuant to Article 8;
- iv. approved leave of absence;
- v. Employer sponsored training days;
- vi. absence due to verified illness or approved disability leave

ARTICLE 8 – VACATIONS

8.01 Entitlement

(a) Employees who have completed one (1) year to three (3) years of service inclusive shall receive two (2) weeks' vacation with pay based on four percent (4%) of gross earnings for the year for which they are receiving their vacation.

- (b) Employees who have completed three (3) years but less than eight (8) years of service inclusive shall receive three (3) weeks' vacation with pay or six percent (6%) of gross earnings for the vacation year, whichever is greater.
- (c) Employees who have completed eight (8) years but less than sixteen (16) years of service inclusive shall receive four (4) weeks' vacation with pay or eight percent (8%) of gross earnings for the vacation year, whichever is greater.
- (d) Employees who have completed sixteen (16) years but less than twenty-two (22) years of service inclusive shall receive five (5) weeks' vacation with pay or ten percent (10%) of gross earnings for the vacation year, whichever is greater.
- (e) Employees who have completed twenty-two (22) years or more shall receive six (6) weeks' vacation with pay or twelve percent (12%) of gross earnings for the vacation year, whichever is greater.
- (f) An employee's anniversary date of employment shall be used to calculate their annual vacation entitlement and pay.

8.02 Vacation Pay Upon Termination

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

8.03 Vacation Scheduling

- (a) Vacations within each calendar year must be requested by the employees by March 15th of that year. Vacations will insofar as practicable be scheduled consistent with the policy of the Employer at times desired by the employees, on the basis of seniority. The Employer will post a confirmation of the employees' vacation schedule no later than April 1st of that year. Once confirmed, no changes can be made to the vacation schedule without the approval of the employee.

Employees who have their vacation scheduled by the Employer in accordance with this Article, or who request a change after March 31st will not be entitled to later bump another employee's selected vacation time.

- (b) Employees will be permitted to split their annual vacation entitlement into two (2) periods, should they so wish, provided that each such period must be a multiple of at least a calendar week period, that is to say, one or two weeks. Preference of vacation time on the basis of seniority will apply only to one portion of an employee's annual vacation should they decide to split their total entitlement. Preference for the other portion will only be granted after all other employees at the particular location have first had the opportunity to indicate their preference for their first vacation period.

- (c) Once the employee(s) vacation selection is confirmed and posted in accordance with Article 8.03 (a), employees shall receive their vacation pay for the period of vacation they are taking on their regular pay cheque preceding the commencement of their scheduled vacation.

8.04 Except as provided for in Article 8.03, employees must take their annual vacation as time off within the vacation year following their entitlement of date earned. Employees who do not select their vacation in accordance with Article 8.03 (a) will have their vacation scheduled by the Employer. Annual vacation may not be carried over or accrued to the following year.

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

- i. absence on Workers' Compensation up to a period of one (1) year provided the employee returns to full active employment;
- ii. absence due to illness up to a period of one (1) year, provided the employee returns to full active employment;
- iii. any other absence approved by the Employer.

ARTICLE 9 - SENIORITY

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

9.02 Probation

- (a) All new employees will be considered probationary for four hundred eighty (480) hours commencing with their first day of employment, and thereafter will become regular. An employee may be terminated at any time during their probationary period at the sole discretion of the Employer. The employee shall have the right of grievance as a result of the actions of the Employer.
- (b) Upon completion of the probationary period, an employee's seniority shall be effective the date of employment.
- (c) Where the Employer deems an extension of the probationary period necessary, the Employer shall request that the Union agrees to extend the notice period and such request shall not be unreasonably denied by the Union.

9.03 Maintenance of Seniority

Seniority shall be maintained and accumulated during absence due to:

1. Layoff;

2. Illness, or non-compensable accident covered by approved leave of absence or wage indemnity benefits;
3. Authorized leave of absence;
4. Absence from employment on approved Union Business; and
5. Compensable illness or accident covered by WorkSafe BC Wage Loss benefits.

9.04 Cancellation of Seniority

Seniority will be lost if an employee:

1. Voluntarily leaves the employ of the Employer;
2. Is discharged for cause;
3. Fails to report for work within five (5) calendar days of recall from layoff or fails to return to work from an authorized leave of absence;
4. Has been laid off for a period of longer than twenty-four months, or, accepts any severance pay they may be entitled to by statute at any time during their layoff.

9.05 Lay-off and Recall

- (a) In the event that a reduction in the regular workforce is deemed necessary, the Employer will first affect the lay-off in the area or department where the lay-off is required. The Employer will first lay-off the employee with the least seniority within the particular classification.
- (b) Five (5) working days notice of lay-off will be given to each employee to be laid off. The notice will be given in writing, except no notice will be given to those employees who are recalled from lay off for periods of less than five (5) days work.
- (c) In the event of work shortages, the Local Union and the Company will meet to discuss alternatives to lay off, including shorter work days/work weeks. Any changes to the hours of work must have mutual agreement of the Parties.

9.06 In the event of reduction and/or lay off, an employee may use their seniority to bump into the job of another employee with less seniority in another classification.

9.07 The employee bumping into a job of a less senior employee will assume the duties and the classification's wage rate of the job into which they have bumped. The employee bumping a junior employee will be entitled to a training period of up to sixty (60) working days.

9.08 Recall from Lay-off

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

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

An employee being recalled to work must return to work as soon as possible after the notice of recall but in any event not longer than five (5) calendar days after the registered notice is delivered.

- 9.09** Employees in receipt of benefits coverage who are laid off and elect to be placed on the lay-off recall list will have their medical benefits coverage maintained for one (1) month following the date of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage provided by the Employer during their recall period provided they pay to the Employer monthly in advance the total cost of the premiums for that coverage.

9.10 Seniority Lists

The Employer will prepare a seniority list of all employees and present the list to the Union within thirty (30) days of the signing of the Agreement. These lists will commence with the most senior employee and carry downwards to the most junior employee and contain the following information:

1. Employees name;
2. Employees date of hire
3. Employees classification

The Employer will revise and post a seniority list every six (6) months.

9.11 Posting Provisions

In the event that a new job or classification, excluding Warehouse/Yardman, is created or a vacancy occurs within the bargaining unit, the Employer shall post a notice for five (5) calendar days notifying that a vacancy exists.

- 9.12** Employees desiring the position shall then apply, in writing, within the posting period for the position. Where the position applied for is outside the employee's existing classification, the employee shall provide the Employer with an outline of the employee's qualifications and abilities.

9.13 Vacancies, New Positions or Transfers

The Employer, when filling vacancies or new positions or offering transfers, will apply seniority. Any employee who fills a vacancy or new position shall be on a trial period for up to one hundred and eighty (180) working hours.

- 9.14** Employee(s) on lay-off may, in accordance with Article 9.12, apply for and be considered for any position vacancies of which they become aware which may arise at the Employer. The Employer will contact all laid-off individuals via phone to advise of any position vacancies that become available during lay-off. It is the employee's responsibility to provide accurate contact information.

ARTICLE 10 SAFETY AND HEALTH

- 10.01** The Employer agrees to make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment.
- 10.02** It is mutually agreed that a Safety Committee consisting of equal representative of the Employer and the employees (one (1) alternate each selected by the Employer and the Union) shall meet not less frequently than once per month in accordance with WorkSafe BC Industrial Health and Safety Regulations. Minutes of the meetings will be posted on the bulletin board at the plant(s) of the Employer.
- 10.03** Any employee suffering an injury while at work in the employ of the Employer must report immediately to the First Aid Attendant/Department or as soon thereafter as possible, and also report to his Supervisor on returning to work.
- 10.04** Adequate washroom, lunchroom and, where necessary, locker facilities will be provided by the Employer and kept in a sanitary condition.

Employees will cooperate by observing the simple rules of good housekeeping and sanitation.

- 10.05** All employees as well as the Employer shall observe the simple rules of good housekeeping and sanitation.

10.06 Injured Employee – Daily Earnings

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

10.07 Employees Working Alone

The Employer agrees that no employee will work alone (discussion)

- 10.08** The Employer understands the importance of having qualified First Aid attendants and therefore, agrees to train at least one (1) employee on each shift. The Employer will pay for the training.
- 10.09** The Employer shall establish a policy and cover the cost, cleaning, repair and replacement of the supply and availability of Standard Safety and personal protective equipment, which include but not limited to:

For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and,
 - (a) ensure that any unsafe condition is remedied without delay, or
 - (b) if in their opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of,
 - (a) a worker member of the joint committee
 - (b) a worker who is selected by a trade union representing the worker, or
 - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (6) **No discriminatory action:**
 - (1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the WorkSafe BC Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

ARTICLE 11 GENERAL PROVISIONS

- 11.01** The Employer agrees, where practicable, to confer with the Shop Steward prior to discharging or suspending any employee.
- 11.02** The Union shall have the exclusive use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting paper, notices, etc., which may be of interest to Union Members.
- 11.03** Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by courier, email or facsimile addressed to it at its registered address in the City of Chemainus BC. Any notice to be given by the Employer to the Union under the terms of this Agreement shall be given by courier, email, or facsimile addressed to the Secretary of the Union at its registered address in the City of Langley, BC.
- 11.04** When the Employer finds it necessary to discharge a Shop Steward, the Local Union Representative shall be notified prior to such discharge.
- 11.05** On the request of either party, the Parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.
- 11.06** Prior to accessing the plant or the operations of the Employer, the Local Union and/or Union Representative shall first obtain permission from the Employer. Permission shall not be unreasonably withheld. The Union agrees that there will be no undue disruption of normal operations. It is understood that permission is not to be construed as unlimited free access.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.01** In the event of a death in the immediate family of an employee, the Employer shall grant up to three (3) days leave of absence with pay at the employee's normal straight time rate where the employee was scheduled to work. Employees will be permitted two (2) additional days off for compassionate purposes upon request. The additional days will be unpaid.

The term "immediate family" shall mean spouse (including common-law spouse), parents, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandchildren, mother-in-law, father-in-law. All "steps" are included as "immediate family". The Employer may request a proof of death.

12.02 Jury Duty

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

The employee must show satisfactory proof of such summons or subpoena and the monies received for attendance. This paragraph shall not apply to probationary employees.

- (b) An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Employer and advise the Employer of their discharge from duty. The employee may be required to report to their shift upon their discharge from duty.
- (c) An employee who reports for Jury Duty, Jury Selection or as a Crown Witness pursuant to a Summons from the Court, shall be deemed to be on a scheduled shift while so engaged by the Court.

12.03 Union Leave

Employees who have been elected or appointed by the Union to attend Union conventions or schools will be granted a leave of absence without pay for this purpose. One (1) employees will be granted leave from any location of the Employer at the same time. A second (2nd) employee will be allowed a leave of absence if it does not interfere with the Employer's operation. However, if the Employer has ten (10) employees or more, then two (2) employees will be granted a leave of absence at the same time. The Union must give the Employer fourteen (14) days' notice in writing.

12.04 Maternity and Parental Leave

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

12.05 Domestic and Sexual Violence Leave

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

ARTICLE 13 PROCEDURE

13.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

- (a) Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement or any applicable legislation, acts or ordinances, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will be recognized as a grievance by following the grievance procedure.

13.02 GRIEVANCE PROCEDURE

(a) Informal Steps:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to who they report. This must occur within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it. At their option, the employee may be accompanied by the Shop Steward for the department in which the employee works. If a Shop Steward is not available then the employee may choose an alternative representative from the Union.

(b) **Step One:**

At this step, notice in writing by the Union of the grievance must be filed with a person designated by the Employer, within ten (10) working days after the **Informal Step has taken place.**

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, their shop steward and a person from management.

The Employer's representative must answer the grievance in writing within ten (10) working days.

(c) **Step Two:**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, either the Union or the Employer may advance the grievance to the next step.

The Employer's representative must answer the grievance in writing within ten (10) working days.

(d) **Step Three:**

A meeting between the Parties at this step must involve the Local Union Representative and the Branch Manager.

The Employer's representative must answer the grievance in writing within ten (10) working days.

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Three, either the Union or the Employer may advance the grievance to the next step. The next step involves going to a single Arbitrator as agreed in (e) below.

- (e) The grievance shall be heard by a single Arbitrator. The Parties shall have thirty (30) days to agree on an Arbitrator. Failing such agreement, either Party may request the Minister of Labour to appoint such Arbitrator.
- (f) **Union and Employer Policy or Group Grievance**

The Union or the Employer may file a policy or a group grievance.

13.03 TIME LIMITS

In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and General Holidays shall be excluded. Any and all-time limits fixed by this Article may be extended by mutual agreement between the Employer and Union.

- 13.04** Neither the Arbitrator or the Investigator referred to in this Article shall have the authority to amend, modify, alter or in any way change this Collective Agreement.

ARTICLE 14 ARBITRATION

- 14.01 (a)** Within thirty (30) calendar days of referral to arbitration, the Employer and the Union shall endeavor to agree upon the selection of an acceptable arbitrator to hear and render a decision on the matter(s) in dispute.

If the Parties are unable to agree upon the selection of an arbitrator, the Parties will apply within ten (10) calendar days of their failure to agree, to the Minister of Labour pursuant to Section 86 of the Labour Relations Code of British Columbia for the appointment of an arbitrator.

- (b) Once an arbitrator has been selected or appointed, the arbitrator shall convene a hearing, consider the submission of the Parties and render their decision that shall be final and binding upon the Parties.
- (c) Each Party shall bear the costs of their representatives and one-half (½) the cost of the arbitrator.

ARTICLE 15 – SEVERANCE AND TERMINATION PROVISIONS

15.01 Severance Pay

The Employer will also provide a Severance Package of one (1) weeks' pay per year of service to a maximum of fifteen (15) weeks' pay. The pay will be rounded up to the next year:

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

ARTICLE 16 – HEALTH AND WELFARE PLAN

16.01 The Employer is responsible to obtain Plan(s) or Policy(s) and maintain agreements with respect to those Plan(s) and/or Policy(s) during the life of this Agreement for the provision and administration of the following Health and Welfare benefits for regular full-time employees.

If applicable, the Employer is responsible to pay one hundred percent (100%) of the cost of MSP

Participation in the Benefit Plan is mandatory for all eligible employees following completion of the probationary period pursuant to Article 9.02. Subject to the conditions of the Plan(s) or Policy(s), the following benefits are provided:

Extended Health

The Employer will pay 50% of the cost of Extended Health premiums. The Employee will pay the other 50%.

(a) Life Insurance

100% of annual insurable earning with a maximum benefit of \$145,000

(b) Accidental Death and Dismemberment

100% of annual earnings with a maximum benefit of \$145,000

(c) Dependent Life Insurance

Spouse: \$10,000
Each Child: \$5,000

(d) Short Term Disability Insurance

- i. 66.7% of weekly insurable earnings
- ii. Payable immediately for disability resulting from bodily injury through accidental means;
- iii. Payable following four (4) days waiting period for disability resulting from disease or illness;

Once per contract year, when an employee becomes eligible for short-term disability, the Employer shall pay the employee their full wages for two (2) of the three (3) day waiting period.

- iv. Payable for not more than seventeen (17) weeks of any one disability due to one or more causes.

(e) **Long Term Disability Insurance- RBC Group Benefit Solutions Policy 45521, Class 5**

Definition of Disability: Residual Disability

Monthly Payment Calculation:

1. Multiply the first \$4,500 of the employee's pre-tax monthly earnings by 66.67%.
2. Multiply the next \$3,000 of the employee's pre-tax monthly earnings by 55%.
3. Multiply any portion of the employee's pre-tax monthly earnings in excess of \$7,500 by 50%.
4. And the answers from Items 1, 2 and 3 together and round the sum to the next higher \$1.00, if not already a multiple of \$1.00.
5. The maximum monthly amount is \$7,000.
6. Compare the answer from Item 4 with the maximum monthly amount. The lesser amount is the employee's gross monthly benefit.
7. Subtract 100% of direct benefit offsets from the answer from Item 4.
8. Multiply the employee's post-tax monthly earnings by 85%
9. Subtract 100% of direct and indirect benefit offsets from the answer from Item 8.

The monthly payment is the least of Items 6, 7 or 9; however, the monthly payment will not be less than the MINIMUM MONTHLY BENEFIT

The employee's monthly payment may be reduced by disability earnings.

Some disabilities may not be covered or may have limited insurance under this policy.

(f) **Vision Care Expenses**

Maximum of \$200.00 every two (2) consecutive calendar years for each covered person, including eye examinations.

Maximum of \$200.00 every twelve (12) consecutive months for each covered person under eighteen (18) years of age, including eye examinations.

(g) **Great West Life (Group Policy Number: 321460)**

Covered expenses 100%

(h) **Great West Life (Group Policy Number: 321460) Dental Insurance**

Dental Insurance

Deductible: nil

Basic services payable:
100 per cent

Restorative services payable:
50 per cent

Orthodontic services payable:
50%

Calendar year maximum for basic and restorative expenses combined:
\$1500

Calendar year maximum for orthodontics expenses:
\$1500

(i) **Group Benefit Plan Booklet**

In accordance with current plan provisions and schedule as required for each employee covered. For full details and coverage levels of the Group Benefit Plan refer to "My Group Benefits Plan" booklet.

(j) **Group Benefit Plan**

It is agreed by the Parties that the Group Benefit Plan, Article 16, forms part of the Collective Agreement.

(k) **Class 1 Driver Medicals**

As per OSMV Commercial Drivers Fitness Requirements – Full reimbursement upon provision of receipt OR provider arranged and paid for by Varsteel Ltd.

ARTICLE 17 SHOP STEWARDS

17.01 The Union is entitled to appoint or elect from among the employees one (1) Shop Stewards and up to one (1) alternative.

Should the number of employees exceed ten (10) or more employees, another shop steward shall be appointed or elected among the employees.

17.02 The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

17.03 The Shop Stewards first obligation is the fulfilment of their responsibilities as an employee. During working hours, on any operating shift, not more than one (1) Shop Steward is entitled to engage in Union activities other than the approved reporting of and resolution of grievances.

17.04 The function of Shop Stewards is to consider, investigate and attempt to resolve formal grievances. If in the course of investigating a formal grievance a Steward requires time during working hours of their shift, they must first obtain the permission of their supervisor. Such permission shall not be unreasonably withheld.

17.05 Where such permission is granted, the reasonable time spent by the Shop Steward shall be deemed as time worked.

17.06 The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of their duties on behalf of the Union.

17.07 Grievance Chairperson

(a) The Elected Steward Body may elect from their ranks a person to be the Grievance Chairperson.

(b) The Grievance Chairperson shall be recognized by the Employer as the official spokesperson on behalf of the Union.

(c) The Grievance Chairperson shall be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

ARTICLE 18 - DISCIPLINE & DISCHARGE OF EMPLOYEES

- 18.01 (a)** Pursuant to Section 84 (1) of the Labour Relations Code of British Columbia the following standards shall be applied:

Employees who have completed their probation period can only be disciplined or discharged for just and reasonable cause.

During the probation period specified in this Agreement an employee may be discharged if they are unsuitable for status as a regular employee.

- (b)** In the event that an employee is disciplined or discharged for any reason the Shop Steward or representative will be notified and will be present at any meeting the Employer has with the employees.

This provision shall not apply to discussions which involve the operational requirements of the Employer and do not involve disciplinary action by the Employer.

- 18.02** An employee disciplined/discharged for any cause will be notified in writing of the reasons for the discipline/discharge at the time of the discipline, or, at the earliest possible date thereafter.

- 18.03** An employee covered by this Agreement shall have the right to refuse to cross a legal picket line without having such refusal deemed a violation of this Agreement.

- 18.04** A letter of discipline regarding warning, suspensions or discharge shall be removed from an employee's file eighteen (18) months from the date the employee received the discipline, if the employee commits no other similar disciplinable offence during the aforementioned eighteen (18) month period.

- 18.05** Employees will be allowed access to their personal file upon request and permission will be granted to photocopy any document therein at no cost to the employee.

ARTICLE 19 - SAVINGS CLAUSE

- 19.01** In the event that any substantial part of this Agreement or provision thereof be rendered invalid by reason of existing or subsequently enacted legislation court of competent jurisdiction, arbitration board, then such invalidation shall apply to the affected part or provision only and the balance of the Agreement shall remain unaffected.

The Parties shall as soon thereafter as reasonably necessary, meet to renegotiate the part or provision thus affected for the purpose of complying with legislation, court order or awarded of a board of arbitration.

ARTICLE 20 - HUMANITY FUND

For the purpose of international aid and development, the Employer agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to:

United Steelworkers, Humanity Fund
National Office
234 Eglinton Avenue, East 7th Floor
Toronto, Ontario
M4P 1K7

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

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Employer and the Local Union of that employee's written statement of their desire to discontinue such deductions from their pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

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

ARTICLE 21 - DURATION OF AGREEMENT

21.01 Duration of Agreement shall be from March 15, 2021 up to and including the 14th day of March, 2024.

21.02 Upon receipt of notice to bargain pursuant to this Article by either Party the Parties will commence negotiations without delay and in any case, they shall commence negotiations within twenty-one (21) days of receipt of such notice. The Collective Agreement shall continue in full force and effect until the provision of the Labour Code have been met.

21.03 The Parties hereto agree that the operation of Sections 50 (2) and (3) of the Labour Relations Code of British Columbia is excluded from this Agreement.

Signed this _____ day of _____, 2021

For the Company:

For the Union:

APPENDIX "A" JOB CLASSIFICATION AND WAGE RATES

	UPON RATIFICATION 2021	MARCH 15 2022	MARCH 15 2023
LEADHAND	\$29.37	\$29.96	\$30.56
PLASMA OPERATOR TRAINING RATE (12 MONTHS)	\$26.48	\$27.01	\$27.55
PLASMA OPERATOR	\$28.00	\$28.56	\$29.13
TRUCK DRIVER – CLASS 1	\$27.00	\$27.54	\$28.09
BANDSAW OPERATOR TRAINING RATE (12 MONTHS)	\$24.98	\$25.48	\$25.99
BANDSAW OPERATOR	\$26.00	\$26.52	\$27.05
WAREHOUSE (AFTER 36 MONTHS OR DIRECT EXPERIENCE)	\$24.95	\$25.45	\$25.96
WAREHOUSE (24 TO 36 MONTHS)	\$23.95	\$24.43	\$24.92
WAREHOUSE (12 TO 24 MONTHS)	\$22.95	\$23.41	\$23.88
STARTING RATE	\$21.00	\$21.00	\$21.00

Training rates will be waived under the following conditions:

- 12 months on site training
- Three (3) or more years direct experience into the classification for which they are being hired into.

Starting Rate - \$21.00

After 3 months – 5% less the Wage Rate Classification at the time

After 12 months – Wage Rate Classification at the time