

COLLECTIVE AGREEMENT

BETWEEN

VISION PLASTICS INC.

AND

UNITED STEELWORKERS 2009

Effective December 15, 2021 – December 14, 2024

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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 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 cooperate 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.

ARTICLE 1 - BARGAINING AGENCY

Section 1 - Recognition

- (a) The Company recognizes the Union as the sole and exclusive bargaining agent for employees of the Company employed in the bargaining unit at 5800 Production Way, Langley, B.C.
- (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 the grievance procedure as provided in Article 20, Section 1, Step 4 and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article 21.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit provided that no dispute arises within the meaning of Section 1(b) herein.

Section 2 - Exclusions

The following positions are excluded from the bargaining unit: President, Plant Manager, Technical Supervisor, Quality Control Manager, Quality Control Inspectors, Personnel Manager and Supervisors.

Section 3 - Work Done by Excluded Personnel

Nothing in this Agreement shall be construed to restrict the right of persons excluded from the bargaining unit to perform work normally done by them providing that no bargaining unit employee is adversely affected by the performance of such work.

Section 4 - 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 5 - Bargaining Authority

The Company agrees that the bargaining authority of the United Steelworkers, Local 2009 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 United Steelworkers, Local 2009, unless ordered by due process of law to recognize some other bargaining authority.

Section 6 - 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 reasonable terms and conditions as may be laid down by the Company.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Management and Direction

The management of the operation and the direction and promotion of the working forces is vested exclusively in the Management, except as specifically limited by the express provisions of this Agreement.

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 3 - UNION SECURITY

Section 1 - Cooperation

The Company will cooperate 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 enter the employment of the Company shall, within thirty (30) calendar days of entering employment, 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 throughout 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 his 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 in the United Steelworkers Constitution and in accordance with the By-Laws of Local No. 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 – Union Dues

The Company will submit union dues based on the pay periods.

Section 7- Check-off

**UNITED STEELWORKERS LOCAL 2009
CHECK-OFF AUTHORIZATION**

Name of Employer: _____

Starting Date: _____ Division: _____

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: _____ Phone: _____

Address: _____ Postal Code: _____

City: _____ Social Insurance No.: _____

If applicable, in what USW operation were you last Employed?: _____

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, or other conditions 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.

Signed: _____ Dated: _____

Duplicate (yellow) copy to be forwarded the Local Union Office

Section 8 - 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 execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

Section 9 - Education Trust Fund

- (a) The Company will contribute to an Education Fund to be established by the Union. The contributions will be five cents (\$0.05) per hour per employee per hour worked.
- (b) The Company will remit the contribution directly to the Local Union, by cheque marked United Steelworkers, Local 2009 Education Fund.
- (c) 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 number of employees employed by the Company and the total number of hours worked by all employees.

ARTICLE 4 - SHOP COMMITTEE

Section 1 - Composition

The Shop Committee, members of which are appointed by the Union, shall consist of not less than three (3) employees and not more than four (4) employees with completed probationary period of employment with the Company who are members of the Union and wherever possible, they shall be selected on a departmental basis.

Section 2 - 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 3 - Exceptions

The provisions of Sections 1 and 2 will not apply in reference to Article 15 – **Joint Occupational Health and Safety Committee** where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE 5 - HOURS OF WORK

A. 12 HOUR SHIFT

Section 1 - Regular Hours of Work

The regular hours of work shall be twelve (12) consecutive hours per day on four (4) consecutive days and four (4) consecutive days of rest. Shift rotation consisting of 4 day shift followed by 4 days of rest followed by 4 night shift. Likewise, 4 night shift followed by 4 days of rest followed by 4 day shift.

Section 2 - Meal Interval

- (a) The production employee will be provided with one (1) unpaid lunch period of thirty (30) minutes plus three (3) paid fifteen (15) minute rest breaks.
- (b) The technician will be provided with one (1) paid lunch period of thirty (30) minutes if available by phone or walkie-talkie. They will also be provided three (3) paid fifteen (15) minute rest breaks.

Section 3 - 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.

Section 4 - Average Hours per Week

The regular hours of work result in an average of forty and one-quarter (40 1/4) hours per week over an eight (8) week cycle.

Section 5 - Overtime

- (a) One and one-half (1 1/2) times an employee's regular hourly rate will be paid:
 - (i) For the first eight (8) hours worked on an employee's day of rest provided the employee has worked each day of the employee's previous four (4) consecutive work days; and
 - (ii) For all hours worked in excess of ninety one and one-half (91 1/2) hours in the pay period where other provisions of this Article do not apply.
- (b) Two (2) times an employee's regular hourly rate will be paid:
 - (i) For all hours worked in excess of the regular hours of work per day; and
 - (ii) For all hours worked in excess of the first eight (8) hours on an employee's day of rest provided the employee has worked each day of the employee's previous four (4) consecutive work days.
- (c) Where a statutory holiday falls on one of the employee's scheduled work days, the statutory holiday shall be treated as a regular day worked for the purposes of calculating overtime under Section 5(a), regardless of whether the employee works on the statutory holiday or not.

Section 6 - No Pyramiding

This Agreement shall not be interpreted so as to "pyramid" overtime and/or premium pay.

B. 10 HOUR SHIFT - TECHNICIANS

Section 1 - Regular Hours of Work

The regular hours of work shall be ten (10) consecutive hours per day on four (4) consecutive days and three (3) consecutive days of rest.

Section 2 - Meal Interval

The employee will be provided with one (1) paid lunch period of thirty (30) minutes plus two (2) paid fifteen (15) minute rest breaks, one (1) in the first half of the shift and one (1) in the second half of the shift.

Section 3 - 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.

Section 4 - Overtime

- (a) One and one-half (1 1/2) times an employee's regular hourly rate will be paid:
 - (i) For the first eight (8) hours worked on an employee's day of rest provided the employee has worked each day of the employee's previous four (4) consecutive work days; and
 - (ii) For the first one (1) hour worked in excess of the regular hours of work per day.
- (b) Two (2) times an employee's regular hourly rate will be paid:
 - (i) For all hours worked in excess of the first eight (8) on an employee's day of rest provided the employee has worked each day of the employee's previous four (4) consecutive work days; and
 - (ii) For all hours worked in excess of eleven (11) hours of the regular hours of work per day.
- (c) Where a statutory holiday falls on one of the employee's scheduled work days, the statutory holiday shall be treated as a regular day worked for the purposes of calculating overtime under Section 4(a), regardless of whether the employee works on the statutory holiday or not.

C. 8 HOUR SHIFT - TECHNICIANS

Section 1 - Regular Hours of Work

The regular hours of work shall be eight (8) consecutive hours per day on five (5) consecutive days and two (2) consecutive days of rest.

Section 2 - Meal Interval

The employee will be provided with one (1) paid lunch period of thirty (30) minutes plus two (2) paid fifteen (15) minute rest breaks, one (1) in the first half of the shift and one (1) in the second half of the shift.

Section 3 - 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.

Section 4 - Overtime

- (a) One and one-half (1 1/2) times an employee's regular hourly rate will be paid:
 - (i) For the first eight (8) hours worked on an employee's day of rest provided the employee has worked each day of the employee's previous five (5) consecutive work days; and
 - (ii) For the first three (3) hours worked in excess of the regular hours of work per day.
- (b) Two (2) times an employee's regular hourly rate will be paid:
 - (i) For all hours worked in excess of the first eight (8) hours on an employee's day of rest provided the employee has worked each day of the employee's previous five (5) consecutive work days; and
 - (ii) For all hours worked in excess of eleven (11) hours of the regular hours of work per day.
- (c) Where a statutory holiday falls on one of the employee's scheduled work days, the statutory holiday shall be treated as a regular day worked for the purposes of calculating overtime under Section 4(a), regardless of whether the employee works on the statutory holiday or not.

D 8 HOUR SHIFT

Section 1 – Regular Hours of Work

The regular hours of work shall be eight (8) consecutive hours per day on five (5) consecutive days (Monday to Friday) and two (2) consecutive days of rest (Saturday and Sunday).

Shift rotation consisting of five (5) day shifts followed by two (2) days of rest followed by five (5) night shifts followed by two (2) days of rest followed by five (5) afternoon shifts.

Section 2 – Meal Interval

- (a) The production employee will be provided with one (1) paid lunch period of thirty (30) minutes plus two (2) paid fifteen (15) minute rest breaks.
- (b) The technician will be provided with one (1) paid lunch period of thirty (30) minutes if available by phone or walkie-talkie. They will also be provided two (2) paid fifteen (15) minute rest breaks.

Section 3 – 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.

Section 4 – Overtime

- (a) One and one-half (1 ½) times an employee's hourly rate will be paid:**
 - (i) For the first eight hours worked on an employee's day of rest provided the employee has worked each day of the employee's previous five (5) consecutive work days; and**
 - (ii) Hours worked in excess of eight (8) hours per day;**
- (b) Double straight-time rates shall be paid for the following:**
 - (i) Hours worked in excess of eleven (11) hours per day;**
 - (ii) Hours worked on Sunday by employees who have worked six (6) shifts during the preceding six (6) days;**
 - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked:**
 - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.**
- (c) The established hours of work will not be altered without prior consultation with the Shop Committee, except in circumstances not in the control of the Company.**
- (d) Where a statutory holiday falls on one of the employee's scheduled work days, the statutory holiday shall be treated as a regular day worked for the purposes of calculating overtime under Section 5(a), regardless of whether the employee works on the statutory holiday or not.**

ARTICLE 6 - TECHNOLOGICAL CHANGE

Section 1 - Purpose

It is the purpose of this Article to provide for technological change and to minimize any adverse effects of such change on employees in the bargaining unit by providing the options set out below.

Section 2 - Definition

"Technological Change" means the introduction by the Company of new equipment or new procedures which will directly or indirectly result in the termination of employment of one or more regular full-time employees.

Section 3 - Notice

The Company will provide the Union with sixty (60) days' notice of its decision to introduce a technological change.

Section 4 - Options

A regular full-time employee whose job is eliminated by a technological change shall elect one of the following options:

- (a) Retraining to equip them to operate such new equipment, if the Company decides that it is practical to provide such training. The retraining will be provided by the Company without cost to the employee but the employee must become competent at doing the new job within thirty (30) calendar days (or such longer period as may be agreed to by the Company and the Union), failing which they may be terminated pursuant to this Article, and
- (b) Exercising their seniority rights to take another job, competency considered.
- (c) Placement on the recall list; or
- (d) Termination of employment.

Section 5 - Severance Pay

A regular full-time employee shall be eligible for severance pay immediately if they elect termination under Section 4. If they elect to go on the recall list and their recall rights expire in accordance with the provisions of Article 13, Section 6 (Loss of Seniority) they shall be eligible for severance pay at that time in the same amount as they would have received if they had elected termination immediately under Section 4(d) and their employment shall be terminated.

Section 6 - Severance Pay Formula

Regular full-time employees eligible for severance pay under this Article shall be paid severance pay according to the following formula:

Employees with more than one (1) year of service shall receive forty (40) hours' pay for each full year of service to a maximum of three hundred and twenty (320) hours' pay.

Section 7 - Rehire

In the event a regular full-time employee who had been terminated in consequence of technological change and paid severance pay under this Article is subsequently rehired, it is understood that they are hired only as a new employee for all purposes of this Agreement.

ARTICLE 7 - WAGES

Section 1 - Rates

The job classifications, effective dates and rates of pay listed in Supplement No. 1 are agreed upon by the Company and the Union.

ARTICLE 8 - PAY DAYS

Section 1 - 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.

ARTICLE 9 - STATUTORY HOLIDAYS

Section 1 - Statutory Holidays

The following shall be considered Statutory Holidays under this Collective Agreement:

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

Section 2 - Statutory Holiday Pay

- (a) An employee, to qualify for Statutory Holiday pay, must comply with the two following conditions:
- (i) Have been on the payroll thirty (30) calendar days immediately preceding the Statutory Holiday; and
 - (ii) Have worked ten (10) of the last thirty (30) calendar days before a Statutory Holiday occurs.
- (b) Days on vacation shall be treated as days worked for the purpose of Article 9, Section 2.

Section 3 - Scheduled Day Off

When a Statutory Holiday falls on an employee's scheduled day off, the employee will be paid their hourly rate times the number of hours in their regular daily shift as Statutory Holiday pay.

Section 4 - Scheduled Work Day

When a Statutory Holidays falls on an employee's scheduled work day and the employee does not work at the Company's decision, the employee will receive their hourly rate times the number of hours they were scheduled to work as Statutory Holiday pay.

Section 5 - Work on Statutory Holiday

An employee who qualifies for Statutory Holiday pay under Section 3 or Section 4 and who is required to work on the Statutory Holiday, shall be paid at the rate of one and one-half (1 1/2) times the employees' hourly rate for all hours so worked in addition to Statutory Holiday pay under Section 3 or Section 4

ARTICLE 10 - VACATIONS WITH PAY

Employees are entitled to the following vacations with pay:

Section 1 - One to Three Years' Service

The annual vacation for employees covered by this Agreement who have one (1) to three (3) years of service shall be two (2) weeks and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee during the period of entitlement.

Section 2 - Four to Eight Years of Service

The annual vacation for employees with four (4) to eight (8) years' service covered by this Agreement shall be three (3) weeks and the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee during the period of entitlement.

Section 3 - Nine to Fifteen Years of Service

The annual vacation for employees with nine or more years' service covered by this Agreement shall be four (4) weeks and the pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the period of entitlement.

Section 4 - Sixteen or More Years of Service

The annual vacation for employees with sixteen or more years' service covered by this Agreement shall be five (5) weeks and the pay therefore shall be based upon ten percent (10%) of the total wages or salary earned by the employee during the period of entitlement.

Section 5 - Vacation Pay on Termination

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 6 – Vacation Pay-out

All remaining accrued vacation pay earned as of December 31st of each calendar year will be paid out by January 15th of the following year.

Section 7 – Vacation Time

- (a) The Company shall schedule vacations taking into consideration production requirements and employee requests.
- (b) Employees must advise the Company between October 1st to November 15th of their vacation requests for the period January 1 to December 31 of the upcoming vacation year. Vacations shall be scheduled in order of seniority and the vacation schedule will be posted by the Company by December 1st. After December 1st, vacations shall be selected on a first come, first served basis.
- (c) Once vacations are on a first come, first served basis, the Company will notify employees on approval or denial of their holiday request no longer than two (2) weeks after they have applied.

Section 8 - Scheduling

- (a) All vacation earned must be taken within the year following the year in which it is earned. If any vacation earned by an employee has not been scheduled within the first six (6) months of the following year or April 1, whichever occurs later, Management has the right to schedule the dates on which the remaining vacation entitlement shall be taken.
- (b) While on sick leave, vacation pay may be accessed at the employee's request.

Section 9 - Leave of Absence

- (a) Where an employee's vacation entitlement would require them return to work in the middle of a work schedule, the employee may request a leave of absence without pay for the remainder of that work schedule. In such cases, employees requesting a leave of absence to bridge vacation entitlement to regular days off shall receive first preference over other leave of absence requests for the same period, provided such requests would not result in the cancellation of another employee's leave of absence which had been previously approved.
- (b) The application of Section 8(a) shall be in accordance with Section 6(a) of this Article.

ARTICLE 11 - 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 their control, shall be entitled to two (2) hours at the employee's usual rate. This shall not apply if the Company gives sufficient notice canceling 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 12 - HEALTH AND WELFARE

Section 1 - Benefit Plans

The Company shall provide to all regular full-time employees who have successfully completed their probationary period the Company's benefit plans comprised of the following:

- Group Life;
- Accidental Death and Dismemberment;
- Long Term Disability;
- Extended Health
- Dental.
- Vision care
- Eye exam

Terms and conditions governing the plans shall be as set out in the insurance policy which provides the plans. Except as provided in the plans, membership in the plans is compulsory for regular full-time employees. The Company shall pay one hundred percent (100%) of the cost of the premium for the plan.

Benefits under the plans shall be as follows:

- (a) Group Life Insurance for each qualified employee: \$30,000.00.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee: \$30,000.00.
- (c) Long Term Disability Insurance for each qualified employee: 2/3 monthly earnings - waiting period 119 days.
- (d) Extended Health Benefit coverage for each qualified employee:
 - \$25.00 deductible for each calendar year
 - Eighty percent (80%) of insured eligible expenses for the first \$1,000.00 of Benefits per calendar year;
 - One hundred percent (100%) of insured eligible expenses in excess of \$1,000.00 for the remainder of the calendar year; and
 - Maximum benefit payable \$25,000.00 for each member and \$25,000.00 for each eligible dependent in any twenty-four (24) month period
- (e) The Company will pay one hundred percent (100%) cost of Extended Health Swipe cards.
- (f) Dental insurance for each qualified employee:
 - * \$25.00 deductible for each calendar year;
 - Part A - Routine Treatment**
One hundred percent (100%) of cost of treatment. Annual maximum \$ 1,000.00 per person per year.
 - Part B - Major Treatment**
Fifty percent (50%) of cost of treatment. Annual maximum \$1,000.00 per person per year.
 - Part C - Orthodontia**
Fifty percent (50%) of cost of treatment. Maximum of \$1,000.00 per course of treatment.

Effective June 1, 2008 100 percent (100%) of cost of treatment. Maximum of \$2,000.00 per course of treatment.
- (g) Vision Care: Effective June 1, 2006 Vision care will be provided to employees and their immediate family, to a maximum of \$250 per person.
(Immediate family pertains to spouse and dependent children).
The Company will pay one hundred percent (100%) of the cost of the premium.

- (h) **Eye Exam:** Effective June 1, 2006 The Company will provide an increase to \$100 per visit per immediate family member.

Section 3 - Laid Off Employees

Benefit coverage for laid off employees shall be in accordance with the terms of the applicable insurance policies.

It is agreed and understood by all Parties that the Company will provide the following benefits for its employees who are on injury, sickness or lay-off.

The Company will pay for the benefit package coverage in line with the Collective Agreement for a maximum of three (3) months once in any given year for its employees while on injury or illness; and for a maximum of one (1) full month once in any given year for its employees while on lay-off. The applicable coverage to commence the month following the month of sickness, injury or lay-off (i.e. sickness, injury or lay-off, etc. on May 14th: coverage referred to above will commence on June 1st). The coverage will be paid on the following basis:

1. The cost of the benefits during the three (3) month period referred to above (and one month) will be paid in the following manner:
Employer pays one hundred percent (100%) of the cost of said benefits
2. The employee will bear one hundred percent (100%) of the cost of the benefit package upon completion of the three (3) and one (1) month periods referred to above. Said premium is to be paid by the first of each month.

Section 4 - Sick Days

The Company will provide six (6) Sick Days per year with pay, (non-accumulative).

Sick days may be used as days off with pay for specialist appointments if the Employee provides notice of the appointment as soon as it is made.

Unused sick days are to be paid on January 15th of the following year.

ARTICLE 13 - SENIORITY

Section 1 - Principle

The Company recognizes the principle of seniority, competency considered.

Section 2 - Seniority Rights

Only those employees who have achieved regular full-time employee status are entitled to claim the rights and benefits arising out of seniority.

Section 3 - Seniority List

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

Section 4 - Probation

- (a) Newly hired employees shall serve a probationary period of four hundred (400) hours within a five (5) month period. Upon successful completion of the probationary period a new employee shall have their seniority dating back to their first day at work. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Company.
- (b) It is agreed that probationary employees will have preference over call board employees for any work performed during the normal work week, subject to competency.
- (c) It is further agreed that in the application of (b) above, probationary employees be called in for work in accordance with their hiring date, unless such call in is beyond the control of the Company, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked on shift in the twenty- four (24) hour period.

Section 5 - Reinstatement of Seniority

A laid off employee's seniority retention is reinstated on completion of one (1) day's work.

Section 6 - Loss of Seniority

A regular full-time employee shall lose all of their seniority rights and their employment is terminated where:

- (a) they are discharged for just cause;
- (b) they voluntarily quit;
- (c) they retire;
- (d) they are on layoff for more than six (6) consecutive calendar months for employees with less than one year's service;
- (e) they are on layoff for more than twelve (12) consecutive calendar months for employees with one or more years' service; and
- (f) they are absent without leave for three (3) or more consecutive working days.

Section 7 - Layoff and Recall

- (a) (i) 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 plant 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.
- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their plant seniority subject to the competency of the person involved and the provisions of Section 1.

- (b) 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 job 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.

Section 8 - Recall Procedure

Laid off employees who wish to be considered for recall must ensure that the Company is notified of where the employee can be contacted at all relevant times. Notice of recall may be made by telephone or by registered mail. Employees will be given three (3) days from the time that notice is received to return to work. If the employee cannot be contacted, the Company may offer the recall to another person, until the senior person makes themselves available providing the senior person returns to work within ninety (90) days. Failure to return to work within ninety (90) days shall be deemed to be a termination of her employment.

Section 9 - Job Postings

- (a) When a job classification is permanently created or additional employees are permanently required in an existing job classification, the Company will post a notice of the vacancy for a period of eight (8) working days on the plant bulletin board. The notice will specify the nature of the job, qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted shall signify their desire by signing the job posting.
- (b) In filling any posted vacancy under this Article, the Company will consider the provisions of Section 1.

Section 10 - Shift Vacancies

- (a) Permanent shift vacancies will be offered to employees, on the other shift, in accordance with seniority, competency considered.
- (b) When a temporary shift vacancy occurs because of an employee's leave of absence in accordance with Article 14 - Leave of Absence, such temporary shift vacancy will be offered to employees, on the other shift, in accordance with seniority, competency considered.
- (c) When the employee returns from leave of absence, they will return to the shift they occupied before the leave of absence unless another shift vacancy exists which their seniority would entitle them to.
- (d) Where the employee returns to the shift they left from, the employee filling the temporary shift vacancy will also return to their original shift unless another shift vacancy exists which their seniority would entitle them to.

Section 11 - Call Board Employees

- (a) The Union recognizes the right of the Company to utilize call board employees. Such employees shall be members of the bargaining unit but shall not acquire seniority rights under the Collective Agreement.
- (b) Call board employees shall be paid the rate of pay of a new employee, as referred to in Appendix "A" of this Agreement, but shall not progress beyond the rate for 1501 - 2000 hours worked, unless such employees are employed as full-time employees.
Effective June 1, 2007 call board employees will be paid as outlined in supplement 1.
- (c) Call board employees, with more than 100 accumulated work days shall receive full company benefits as offered to regular full time employees.
- (d) Call board employees shall accumulate "call board seniority" on the basis of all days worked in excess of twenty (20) days worked, provided the employee is available to work any shift.
- (e) Effective after 2000 hours worked Call Board employees, while on maternity, will maintain their seniority position relative to those with less seniority.
- (f) Call board employees shall be hired as regular full-time employees in accordance with their "call board seniority".
- (g) Should a call board employee subsequently be hired as a regular full-time employee, they shall serve a probationary period in accordance with the provisions of Article 13, Section 4. Upon successful completion of probation, the call board employee shall have their seniority date adjusted to reflect accumulated "call board seniority".
- (h) The Company shall post, every four (4) weeks, an updated "call board seniority" list. Call Board employees shall be called-in in order of their "call board seniority", competency considered.
- (i) A call board employee may be used for the following purposes:
 - 1. As relief for an employee who is absent from work under the provisions of Articles 10 and 14;
 - 2. As relief for an employee who is engaged in short term training;
 - 3. As relief for an employee who is terminated or absent without leave, to a maximum of eight (8) consecutive days; and
 - 4. To accommodate a temporary increase in production to a maximum of eight (8) consecutive days.

ARTICLE 14 - LEAVE OF ABSENCE

Section 1 - Illness or Injury

- (a) The Company will grant a leave of absence to employees suffering injury or illness during the term of this Agreement, subject to a medical certificate, if requested, by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible.
- (b) Section (a) above shall not apply where the employee's injury or illness is the culminating incident in the employee's discharge by the Company for non-culpable absenteeism.
- (c) The Company shall have the right to require any employee, absent due to sickness or injury, to attend a Medical Doctor or Clinic, at the Company's expense, to determine the extent of the employee's sickness or injury and their ability to carry out required work assignments.
- (d) Employees who are off on extended medical leave shall supply the Company with bi-monthly updates.
- (e) If in the opinion of the First Aid Attendant, an employee injured on the job requires immediate medical attention at a hospital and the employee attends at the hospital, they will be paid until their return to work or until the end of that shift, whichever occurs first.

Section 2 – Unpaid Leaves of Absence

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act. These presently include for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 Related Leave, Reservists Leave, Leave Respecting Disappearance of a Child or Leave Respecting the Death of a Child.

In addition to the above, any other unpaid leaves of absence as declared in Part 6 of the Employment Standards Act, shall be deemed to be unpaid leaves of absence for the purpose of this agreement.

Hours paid for under the provisions of this Article 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 3 - Personal Leave of Absence

- (a) A regular full-time employee desiring a personal leave of absence must request in writing and obtain permission in writing from the Company for such leave no less than thirty (30) days in advance, except in extenuating circumstances, of the commencement of such leave. In no case shall a leave of absence exceed six (6) months.
- (b) Once every three (3) years full time employees shall be entitled to a special leave without pay equal to their vacation entitlement. Such leave shall be subject to the following conditions:
 - (i) Employees must have three (3) years of seniority prior to applying for their leave.
 - (ii) Applications for such leaves will be submitted with vacation requests prior to March 15 of each year and will be scheduled in conjunction with the employee's vacation.

- (iii) The timing and granting of such leaves will be subject to vacation requests from other employees with the same skill sets. However, vacation requests received after March 15 of each year will not receive precedence over leaves scheduled under this provision.
- (iv) Not more than two (2) employees (no more than one from each shift or code) may be absent on such leave at any one time.
- (v) Leaves requested after March 15 of each year shall be granted providing:
 - (a) The Company receives thirty (30) days written notice, and
 - (b) There are no other employees with scheduled vacations or leaves of absences for the time requested.

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. The employee shall receive a maximum of twenty-four (24) hours pay. The term "immediate family" shall mean spouse, child, parent, sibling, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, step-parent and step-child.
- (b) In the event of the death of anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage, or common-law partnership and proof is provided upon request, an employee shall be entitled to unpaid time off consistent with the timelines described in the paragraph above. Such requests will not be unreasonably denied.

Section 5 - Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the 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 6 - Union Business

- (a) The Company will grant leave of absence without pay to regular full-time 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 the Company within thirty (30) calendar days after completion of their term of employment with the Union.

- (b) The Company will grant leave of absence to regular full-time employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of **USW 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 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; and in the case of (b), five (5) calendar days.

Section 7 - Public Office

- (a) The Company will grant leave of absence without pay for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty(20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

Section 8 – Domestic Violence Leave

Leave respecting Domestic or Sexual Violence shall be granted to employees in accordance with Part 6, Section 52.5 of the Employment Standards Act.

ARTICLE 15 – JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

Section 1 – Responsibility

- (a) **The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.**
- (b) **A Joint Occupational Health & Safety Committee for the workplace shall be established in accordance with the following:**
 - (i) **It must have at least four (4) members;**
 - (ii) **at least half the members must be worker representatives;**
 - (iii) **The Union shall elect two (2) employees as representatives to the Joint Health & Safety Committee:**
 - (iv) **There shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.**

- (c) **The Safety Committee shall meet at least once every month or so as may be required. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.**
- (d) **The Company will pay straight time rates, to employee members for the actual time spent in attending OHSC meetings outside working hours.**
- (e) **Where OHSC meetings are held during working hours, with the consent of the Company, the employees time will not be deducted for attending such meetings, inspections or incident investigations.**

Section 2

- (a) **Part 2 of the BC Workers Compensation Act, and the Occupational Health Safety Regulation is incorporated into and forms part of this agreement. The employer, the union and the employees agree to abide by those provisions unless this agreement provides otherwise.**
- (b) **Unresolved Safety Issues**

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

Section 3 - Investigations

The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC Inspector during workplace visits. In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one of its representatives shall join the Joint Health & Safety Committee investigation at the workplace. Furthermore, the union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Company shall provide full access to the workplace as required to complete the investigation.

Section 4 - Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

Section 5: Refusal of Unsafe Work

- (a) **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.**
- (b) **A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to their supervisor or employer.**

- (c) **A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and:**
 - (i) **ensure that any unsafe condition is remedied without delay, or**
 - (ii) **If in their opinion the report is not valid, must so inform the person who made the report.**
- (d) **If the procedure under subsection (c) 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:**
 - (i) **a worker member of the joint committee.**
 - (ii) **a worker who is selected by a trade union representing the worker, or**
 - (iii) **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.**
- (e) **If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out 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. If the officer deems the work is safe to perform the work will be performed.**
- (f) **During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reasons for the refusal.**

ARTICLE 16 - SAFETY EQUIPMENT

Section 1 - Equipment

Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall:

- (a) **Supply new employees with the articles of equipment, as required;**
- (b) **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**
- (c) **Replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee.**

At no cost to the employee,

- | | |
|--------------------------------|---|
| 1. Dust protection | 2. Eye protection |
| 3. Ear protection (disposable) | 4. Gloves |
| 5. Hair nets | 6. Cotton gloves for packers where required |

- (d) **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.**
- (e) **Supply customized ear protection once every three (3) years for regular full-time employees.**

- (f) Employees working at the LDPE Mixing will be provided protective equipment from head to toe.
- (g) Safety footwear allowance of one hundred twenty-five dollars (\$125.00) will be provided to Technicians and Charge hands every twenty-four (24) months. The Employee will provide the Employer with a receipt.

ARTICLE 17 - PERMANENT CLOSURES

The Company agrees that employees affected by a permanent closure of the Company's operation shall be given sixty (60) days' notice of closure.

ARTICLE 18 - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

Employees terminated by the Company because of permanent closure of the Company's operation shall be entitled to severance pay equal to forty (40) hours' pay for each year of continuous service and thereafter in increments of completed months of service with the Company to a maximum of four hundred (400) hours' pay.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1 - Procedure

The Company and the Union mutually agree that when a grievance arises 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 their Supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two:

If the question is not satisfactorily settled in this way, the same individual, with a member of the Shop Committee, shall take up the problem with either the Personnel Manager or the employee's Supervisor, or both, as designated by the Company.

Step Three:

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with Management and a statement in writing of the alleged grievance, together with a response in writing by the Personnel Manager, shall be exchanged by the Parties concerned.

Step Four:

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

Step Five:

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 20.

Section 2 - Time Limit

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.

ARTICLE 20 - ARBITRATION

Section 1 - Arbitrator

Within fourteen (14) days the Parties shall jointly agree to the appointment of a single Arbitrator. If the Parties fail to agree on such appointment, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

Section 2 - Hearings

The Arbitrator shall sit to consider the matter in dispute and shall render a decision as soon as possible.

Section 3 - Interpretation

In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement or any of its parts, but may, however, interpret its provision(s).

Section 4 - Expenses

The expense of the Arbitrator shall be borne equally by the Company and the Union unless otherwise provided by law.

Section 5 - Decision

The findings and decision of the Arbitrator shall be binding and enforceable on all Parties.

ARTICLE 21 - NEW OR CHANGED CLASSIFICATIONS

Section 1 - New Classifications

- (a) The Company may institute new classifications in addition to those listed in Schedule "A". Should any such new classifications be instituted, the Company shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required in Article 13.
- (b) Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet the Company to review the rate, and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 20.
- (c) The successful applicant shall have the right to revert to their original job within thirty (30) working days providing their old job still exists. Management shall have the right to postpone the reversion to permit the training of a replacement.

Section 2 - Changed Classifications

- (a) If the Union claims that the duties in an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Company to review the classification and/or rate.
- (b) If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 20.

Section 3 - Abandonment

If the Union does not request to meet with the Company to review the classification and rate within thirty (30) calendar days, as provided for in Section 1, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 2, then the difference, if any, shall be deemed to be abandoned and all rights or recourse to arbitration shall be at an end.

Section 4 - Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Parties, in writing.

Section 5 - Arbitration Criteria

The Arbitrator will consider skill, knowledge, responsibility and job conditions when determining whether the rate is fair in comparison to the other classifications in the bargaining unit.

ARTICLE 22 - STRIKES AND LOCKOUTS

Section 1 - 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 the 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, counseled, 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 23 – DURATION OF AGREEMENT

The Parties hereto mutually agree that this Agreement shall be effective from and after the date of December 15, 2021 to midnight December 14, 2024, subject to the right of either Party, within four (4) months immediately preceding the date of expiry to serve notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company or at the Local Office upon the Local Officers of the Union. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by a legal strike or lockout.

By agreement of the parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

Pay for Meetings

Where Company/Union negotiating meetings are held during a negotiating committee employees regular working hours, with the consent of the Company, employees' time will not be deducted for attending such meetings.

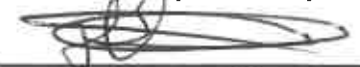
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement

at LANELEY this 2nd day of March, 2022.

FOR VISION PLASTICS INC.
(the Company)



**FOR UNITED STEELWORKERS
LOCAL 2009 (the Union)**



Shnette Jalal

Sajid Sali

Lathvin Bora

SUPPLEMENT NO. 1

CLASSIFICATION, WAGE RATES AND EFFECTIVE DATES

		Effective December 15, 2021 \$1.15	Effective December 15, 2022 \$0.17	Effective December 15, 2023 \$0.18	
Call Board		\$17.46	\$17.63	\$17.81	
		\$1.41	0.19	0.19	
Regular Full Time		\$19.05	\$19.24	\$19.43	
Charge Hand		\$22.86	\$23.09	\$23.32	

		Effective December 15, 2021 \$1.41	Effective December 15, 2022 0.19	Effective December 15, 2023 0.19	
Tech 1	Start	21.10	21.29	21.48	
	After 12 months	21.94	22.13	22.32	
Tech 1A	Start	22.39	22.58	22.77	
	After 12 months	23.52	23.71	23.90	
Tech 2	Start	24.97	25.16	25.35	
	After 12 months	26.73	26.92	27.11	

LEAD HAND

A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is recognized as having exceptional skill and ability in her classification. A Lead Hand shall be paid a premium of five percent (5%) over and above her regular classification hourly rate.

CHARGE HAND

A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who may be held responsible for the quality and the quantity of the work. A Charge Hand shall be paid a premium of ten percent (10%) over and above regular classification hourly rate.

Effective June 1, 2007 Charge hand rate will increase to 15%.
Effective June 1, 2009 Charge hand rate will increase to 20%

SHIFT PREMIUM 8.00pm to 8.00am	\$1.00
FIRST AID PREMIUM	\$0.35