

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**QUADRA WOOD PRODUCTS LTD.  
(hereby known as "the Company")**

**AND**

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

**ON BEHALF OF LOCAL UNION 2009  
(hereby known as "the Union")**

**TERM**

**JULY 1, 2022 – JUNE 30, 2024**

Errors & Omissions Excepted  
Vbh/cope-343

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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, the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

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

## **ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION**

### **1.01 Bargaining Authority**

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

### **1.02 Non-Bargaining Unit Employees**

(a) Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting supervisors from doing work for purposes of employee instruction and evaluation, and equipment assessment, provided in so doing a negative impact of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.

(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 instituted at Step #2.

### **1.03 Recognition and Rights of Stewards**

The Company recognizes the Union's right to select, subject to its sole discretion, Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Company agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership. The Union shall advise management as to who represents the Union as Union Officers, Stewards and Union Representatives.

**1.04 Activities of the Union on Company Time**

The Steward shall obtain the permission of their manager before leaving his/her their work to perform their duties as a Steward. The Steward shall be granted reasonable time off. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld.

The Steward shall execute their duties as a steward as expeditiously as possible and return directly to their position once these duties are completed. On resuming their normal duties, Stewards shall notify their Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include, but are not limited to the following activities:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- (ii) supervisor of ballot boxes and other related functions during votes; and
- (iii) attend meetings at the request of the Company or Joint Consultation Committee.
- (iv) the Company will provide fifteen (15) minutes paid time in a standard work week for the Unit Chair to orientate any new employees in that week and provide them with a copy of their collective agreement. Every effort will be made to ensure that such meetings are kept to a reasonable minimum and that new employees are aggregated as far as practicable into a single meeting.

**1.05 Access to Operation**

Union Representatives shall obtain access to the Company's operation, which will be granted by the Company on request, and subject to such reasonable terms and conditions as may be required by the Company.

**1.06 No Contracting Out**

The Company shall not contract out (or sub-contract out) any bargaining unit work in any form or manner, either directly or indirectly or in whole or in part, without the prior express written consent of the Union, when such contracting out directly impacts upon the bargaining unit.

**1.07 No Cross – Jurisdictional Work**

No Employee in the bargaining unit shall be required or assigned by the Company to perform any work within the lawful jurisdiction of any other trade union, without the prior express written consent of the Union.

## **ARTICLE 2 – MANAGEMENT**

### **2.01 Management Rights**

Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees. The bargaining unit members recognize the Company's right to manage and direct the work force, and to discipline or discharge employees for just and reasonable cause subject to the bargaining unit members' right to grieve such actions as provided in this agreement.

### **2.02 Employment Discrimination**

Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, membership, conviction of a criminal or summary conviction offence unrelated to employment, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.

## **ARTICLE 3 - UNION SECURITY PROVISIONS**

### **3.01 Co-operation**

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

### **3.02 Union Shop**

All employees who entered the employment of the Company within fifteen (15) calendar days after the execution of this Agreement, or fifteen (15) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

### **3.03 Union Membership and Check-Off**

- (a) The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:
- (i) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 — 9292 200th Street, Langley, B.C. V1M 3A6, not later than fifteen (15) calendar days following the date of hiring.

- (ii) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
  - (iii) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 3.03 (a)(i).
- (b) 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.
- (c) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local Union 2009.

**3.04 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.

The Company and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

**ARTICLE 4 - DEFINITION OF EMPLOYEE**

**4.01 Regular Full-Time Employee**

A regular full-time employee is a permanent employee who has successfully completed their probationary period and works forty (40) hours per week, on a regularly scheduled basis.

**4.02 Regular Part-time Employee**

A regular part-time employee is a permanent employee who has successfully completed their probationary period and works less than forty (40) regularly scheduled hours per week.

**4.03 Casual Employees**

Casual employees are those who are employed in work that is not of a continuous nature, including coverage for vacations, illness or injury, or temporary position which is created by a special project or contract.



## **ARTICLE 5 - HOURS OF WORK**

### **5.01 Working Day**

The standard work day will consist of eight (8) hours, worked between the hours of 7:00 A.M. and 3:30 P.M.

### **5.02 Work Week**

The standard work week for a full-time employee covered by this Agreement is, forty (40) hours per week divided into five (5) consecutive days. Five shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts.

### **5.03 Lunch Breaks & Coffee Breaks**

- (a) Employees whose work day is greater than five (5) hours in duration, will be entitled to a thirty (30) minute unpaid lunch break.
- (b) Employees will be entitled to one (1) paid fifteen (15) minute coffee breaks in each work day where they are scheduled to work at least four (4) hours.
- (c) Employees will be entitled to two (2) paid fifteen (15) minute coffee breaks when they are scheduled to work 8 hours or more.

### **5.04 Change of Start and Stop Times**

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

### **5.05 Rest Between Shifts**

Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, they will be considered as still working on their previous shift and will be paid the appropriate overtime rate for the hours worked.

### **5.06 Hours Before and Beyond Regular Shifts**

Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at one and one-half (1.5) rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union.

### **5.07 Work Before Regular Shifts**

Employees called in before their regular starting time will be paid at one and one-half (1.5) for the time worked prior to their regular starting time except when other arrangements are made by mutual agreement between the Company and the Union.

## **ARTICLE 6 - OVERTIME**

### **6.01 Overtime Opportunities**

- (a) The Parties are agreed that all overtime will be voluntary.
- (b) Overtime will be distributed equitably among the employees in a particular job classification. The Company will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

### **6.02 Overtime Rates**

- (a) All time worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of one and one-half (1.5) times for any hours worked over eight (8) hours per day and forty (40) hours per week.
- (b) Employees will be compensated upon a mutually agreed per piece rate for hours worked on Saturday/Sunday based on product value and the Feet Board Measure (FBM).
- (c) Employees requested to work more than two (2) hours overtime cumulative on a shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given fifteen dollars (\$15.00) meal money.
- (d) If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

## **ARTICLE 7 – STATUTORY HOLIDAYS**

- 7.01** All employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- |                   |   |
|-------------------|---|
| 1. New Year's Day | 8. Labour Day                               |
| 2. Family Day     | 9. National Day of Truth and Reconciliation |
| 3. Good Friday    | 10. Thanksgiving Day                        |
| 4. Easter Monday  | 11. Remembrance Day                         |
| 5. Victoria Day   | 12. Christmas Day                           |
| 6. Canada Day     | 13. Boxing Day                              |
| 7. B.C. Day       |   |

- 7.02** Any declared Provincial or Federal Statutory Holiday will be treated the same as the holidays listed in 7.01 above.
- 7.03** When Statutory Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- 7.04** Should any of the above holidays occur during an employee's vacation period, they will be given an extra day's vacation with pay for each holiday.
- 7.05** (a) In order to qualify for eight (8) hours pay for the above Statutory Holidays, the employee must have completed thirty (30) calendar days employment with the Company.
- (b) An employee who qualifies for holiday pay in accordance with (a) above and is not required by the Company to work on any of the above holidays shall be paid the equivalent of the wages they would have earned at their regular basic hourly rate for their normal hours of work.
- (c) An employee who qualifies for holiday pay in accordance with (a) above and is required by the Company to work any of the above holidays shall be paid one and one half (1.5) times their regular basic hourly rate for all time worked on such holiday in addition to their pay under (b) above.

## **ARTICLE 8 - WAGES AND PREMIUMS**

### **8.01 Wage Schedule**

- (a) The job classifications and rates of pay listed in the attached Wage Schedule, Appendix "B" is agreed upon by both Parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule, Appendix "B" may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classification set forth in this Agreement and for any subsequent mutually agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention.
- (d) When an employee carries out the duties of a Supervisor, or another person outside of the bargaining unit, they shall receive a rate of 10% above the employee's current rate of pay.

**8.02 Payday**

Employees shall be paid at regular intervals not exceeding fourteen (14) days. When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.

**8.03 Pay Slip**

The Company shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. The Company will hard copy the information at an employee's request. This pay slip shall contain the following data, specifically;

1. The Company's name.
2. The Employee's last and given name.
3. The Employee's classification.
4. The payment date and its corresponding work period.
5. The number of hours paid at the applicable rate during the hours of the regular work week.
6. The number of overtime hours paid at the applicable overtime rate.
7. The nature and amount of premiums, indemnities or allowances issues.
8. The hourly wage rate of pay.
9. The amount of gross wages.
10. The nature and amount of deductions made
11. The amount of take-home pay
12. Accumulated vacation pay
13. Accumulated sick pay/hours

The employees' acceptance of a pay slip does not waive payment of all or part of the wages owed them.

**8.04 Pay Increases**

For the duration of the Agreement, the Company shall pay the wages provided in Appendix "B" with the following increases.

**8.05 Deductions**

The Company may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

## **ARTICLE 9 – SENIORITY**

### **9.01 Seniority Principles**

- (a) "Seniority" for the purpose of this Agreement shall be established on the basis of length of service with the Company as an employee within the bargaining unit as set out in Article 1.01.
- (b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and rehiring after layoffs, or terminations will be done strictly in accordance with the principles set forth in 9.01(a).
- (c) "Service" for the purpose of this Agreement shall be established on the basis of employment with the Company, and shall be defined as the length of service an employee has with the Company, known as the date of hire.

### **9.02 Seniority Lists**

It is agreed that a seniority list will be supplied to the Union by the Company when requested but not more than six times during each calendar year, setting out the name, phone number, e-mail address, posted position and starting date with the Company.

### **9.03 Probationary Period**

Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) days worked which may be accumulated over a period of twelve (12) months. The Company and the Union agree that the probationary period may be extended an additional thirty (30) days by mutual consent.

### **9.04 Retention During Layoff**

- (a) It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:
  - (i) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.
  - (ii) A laid-off employee's seniority retention is reinstated on the completion of one (1) day's work.
- (b) It shall be the Company's responsibility to maintain an address file of all employees and it shall be the employee's responsibility to notify their Company in writing of any change of address or phone number.

### **9.05 Layoff Procedure**

- (a) Layoffs will occur in the reverse order of seniority among employees occupying classifications from which the Company determines that layoffs will occur. An

employee so laid off will be permitted to bump the junior person in another classification provided the laid off employee is competent to perform the work.

- (b) In the event of a layoff, the employee will receive:
  - (i) one (1) week's notice after three (3) consecutive months of employment;
  - (ii) two (2) weeks' notice after twelve (12) consecutive months of employment;
  - (iii) three (3) weeks' notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.
- (c) In the event that proper notice, as spelled out in (b) above is not given, the effected employee will receive pay in lieu of their notice at their regular rate of pay.

#### **9.06 Recall Procedure**

Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than five (5) working days after receipt of the registered notice. A copy of the notice will be sent to the Union.

### **ARTICLE 10 JOB POSTINGS**

#### **10.01 Filling Vacancies**

- (a) Vacancies shall be posted in advance for a period of not less than seven (7) working days except when otherwise agreed.
- (b) The selection of employees under this Article rests with the Company, subject to this Article, and the grievance and arbitration provisions of this Agreement.
- (c) The Company shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.
- (d) All job selections under this Article shall be on the basis of sufficient ability (to perform the vacant job) and seniority.
- (e) It is understood and agreed that any skills; abilities, knowledge and/or qualifications which are established for any job must be related, by the Company, reasonably, fairly and consistently, to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

- (f) Where any employee has been selected to fill a posted job vacancy under this Article, the Company shall undertake to move the employee into the new position within fourteen (14) days after the vacancy was posted or as soon thereafter as possible.
- (g) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but filling these vacancies, senior employees will be given preference in accordance with Article.
- (h) A training schedule will be developed between the Union and Company for each job posting excluding Trades and/or ticketed employees.

**ARTICLE 11 – VACATIONS**

**11.01 Vacation Based on Service**

- (a) Employees shall EARN their annual vacation entitlement for any calendar year only when they reach their anniversary date, although they may TAKE their annual vacation anytime during that calendar year.
- (b) The vacation calendar year will be January to December.

**11.02 Vacation Entitlements**

Annual Vacation entitlements for full-time employees shall be as follows and taken in blocks of one week or more:

<b>Service Years</b>	<b>Vacation Time</b>	<b>% of Gross Pay</b>
1 <sup>st</sup> to 4 <sup>th</sup> years	2 weeks	4%
5 <sup>th</sup> to 10 <sup>th</sup> years	3 weeks	6%
11 <sup>th</sup> to 20 <sup>th</sup> years	4 weeks	8%
21 <sup>st</sup> year and beyond	5 weeks	10%

**11.03 Vacation Scheduling**

- (a) Vacation Periods shall not conflict with essential operational requirements. However, agreement to schedule time off shall not be unreasonably withheld by Management. Employees will be awarded annual vacation on the basis of seniority. Employees are to provide their supervisor with two (2) weeks written notice requesting their vacation using the appropriate form. The Company shall in writing approve or deny an employee's request for vacation five (5) working days upon receipt of the written notice.
- (b) When bereavement leave or a statutory holiday is observed during the employee's vacation period, the employee is not required to claim those days as vacation time.

- (c) An employee terminating employment prior to taking their allotted vacation days is entitled to a proportionate payment of wages for any unused vacation.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 Injury or Illness**

- (a) After 90 consecutive days of employment with the Company, an employee, for personal illness or injury, is entitled, in each employment year, to:
- (i) paid leave for up to five (5) days; and,
  - (ii) unpaid leave for up to 3 days.
- (b) Injury or illness days may be taken in half day increments.

### **12.02 Medical Certificates**

- (a) The Company will grant a leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Company.
- (b) The employee shall have a reasonable period of time to present such medical certificate. The employee shall report, or cause to have reported to the Company, the injury or illness necessitating his absence, as soon as may be reasonably possible.
- (c) The Company shall pay for any medical certification if requested by the Company.

### **12.03 Unpaid Leaves of Absence**

Employees meeting the criteria for unpaid leaves of absence as declared in accordance with the provisions of Part 6 of the Employment Standards Act will be granted the following:

- 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
- Leave Respecting the Death of a Child.

In addition to the above, any other unpaid leave 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.



#### **12.04 Education Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for educational or training purposes, conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance, unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Union in respect of any application for leave under this Section.

#### **12.05 Bereavement Leave**

- (a) Bereavement leave of absence of up to five (5) days, with three days with pay and two days without pay, shall be granted to an employee upon application in the event of a death to the employee's immediate family.
- (b) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, child, step-child, parent/guardian, brother, sister, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and for legitimate personal reasons acceptable to the Company.
- (c) In the event of the death of anyone who is considered to be as a close relative regardless of whether or not they are related by blood, adoption, marriage, or common-law partnership an employee shall be entitled to request unpaid time off consistent with the timelines described in the paragraph above. Such requests will not be unreasonably denied.
- (e) Compensable hours under the terms 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.

#### **12.06 Funeral Leave**

In addition to Article 10.05, an employee will be granted one (1) day of paid leave to attend a funeral as pallbearer or mourner.

#### **12.07 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 his regular straight-time hourly rate of pay for his regularly scheduled hours of work.
- (b) It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty.
- (c) The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

#### **12.08 Union Leave**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers 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 at least one (1) months' notice for clause (a) and seven (7) calendar days for clause (b) above in writing.
- (d) With respect to any unpaid leave of absence granted, the Company shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Company's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Company to the amount of the account rendered within sixty (60) days.

#### **12.09 Public Office Leave**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of

twenty (20) calendar days, unless the need for such application could not 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.

#### **12.10 Gender Based Violence**

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation. The Company agrees to the foregoing to the point of undue hardship.

- (a) The Company agrees to grant an employee up to ten (10) days of paid leave per calendar year, without loss of seniority, to deal with issues related to gender based violence. Notwithstanding the above, the Company also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to gender based violence shall not be unreasonably denied.
- (b) Further to the above, the Company agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to gender-based violence shall not be unreasonably denied.
- (c) In addition to the time referred to above, the employee will be entitled up to another four (4) months of unpaid leave to be taken at a minimum of one day or more. Such leave will not be unreasonably denied.
- (d) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning gender-based violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

- (e) The Company will provide for counselling and referral to appropriate support services.
- (f) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning gender-based violence be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- (g) The Company will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of gender-based violence.

#### **12.11 Religious Observations**

Employees may request up to two (2) days off without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of twenty-one days (21) notice is required for time off requests under this provision unless this is impossible due to the unpredictable nature of the spiritual or holy day, in which case as much notice as possible shall be provided.

Employees granted time off under this provision may use accrued vacation pay, if available, in which case the days taken shall be considered days worked for purpose of entitlement to statutory holiday pay.

### **ARTICLE 13- HEALTH & SAFETY**

#### **13.01 Regulatory Compliance with Health and Safety**

- (a) It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The Company and the Union agree to abide by those provisions unless this agreement provides otherwise. Notwithstanding the foregoing, neither party is precluded from referring a matter to WorkSafeBC.
- (b) The Company agrees to provide employees a healthy and safe workplace which includes protecting employees from both physiological and psychological hazards.

#### **13.02 Joint Health and Safety Committee**

A joint health and safety committee shall be established in accordance with the following:

- (a) it must have at least four (4) members;
- (b) it must consist of Worker representatives and Company representatives, with at least half of the members must be Worker representatives;
- (c) it must have two (2) co-chairs, one selected by the worker representatives and the other selected by the Company representatives.

### **13.03 Meetings During Work**

- (a) A worker representative of the joint health and safety committee is entitled to paid time off from work for:
  - (i) time required to attend meetings of the committee; and,
  - (ii) other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other duties and functions of the committee.
- (b) Time off to attend meetings is deemed to be time worked for the Company, and the Company must pay the member for that time. The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- (c) Where Occupational Health and Safety Committee meetings are held during working hours, with the consent of the Company, employee's time will not be deducted for attending such meetings or investigations into accidents.

### **13.04 Investigations**

- (a) 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.
- (b) 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 as part of the Joint Health & Safety Committee.
- (c) The Company shall provide full workplace access to the Joint Health & Safety Committee as made available by the necessary regulatory agencies.

### **13.05 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.

### **13.06 Refusal of Unsafe Work**

It is recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this Article, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe B.C. Occupational Health and Safety Regulation which are as follows:

- (a) A person must 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 Article 13.06 (a) must immediately report the circumstances of the unsafe condition to their supervisor or the Company.
- (c) A supervisor or the Company receiving a report made under Article 13.06 (b) must immediately investigate the matter and,
  - i) ensure that any unsafe condition is remedied without delay, or
  - ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under Article 13.06 (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 Company 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 Article 13.06 (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 Company, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

### **13.07 Reassignment of Work**

- (a) If a worker refuses work under Article 13.06, the Company must not require or permit another worker to do the refused work unless:
  - i) the matter has been resolved under Article 13.06 (c), (d), or (e), or;

- ii) the Company has, in writing, advised the other worker and a person referred to in Article 13.06 (d)(i), (ii) or (iii) of all of the following:
  - 1. the refusal;
  - 2. the unsafe condition reported under Article 13.06(b);
  - 3. the reasons why the task would not create an undue hazard to the health and safety of the other worker or any other person;
  - 4. the right of the other worker under section 3.12 to refuse unsafe work.

**13.08 No Discriminatory Action:**

- (a) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers' Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (b) Further to the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.

**13.09 Modified Work Program**

The Company and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The Company shall notify the Union whenever there is a request for accommodation.

The Company and the Union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

**13.10 Injured Employee – Reporting Procedure**

Any employee suffering an injury while in the employ of the Company and performing or engaged in any activity which is covered by Workers' Compensation, must report immediately or as soon as possible after the injury, to the First Aid Department (Attendant). The employee must also report to the First Aid Department (Attendant) upon returning to work.

**13.11 Injured Employee - Transportation**

Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises.

**13.12 Injured Employee - Daily Earnings**

If an employee is injured on the job the Company will maintain their normal daily earnings for the day of injury.

**13.13 Washroom and Lunchroom**

- (a) Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in restrooms. Employees will co-operate by observing the rules of cleanliness.
- (b) The Company will provide menstrual products without charge in the workplace toilet facilities used by menstruating persons, and provide a disposal container for menstrual products.

**13.14 Housekeeping and Sanitation**

All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

**13.15 First Aid Attendants**

- (a) Employees who possess a Level 1 or 2 First Aid Certificate, and who are designated to act as First Aid Attendant(s) in addition to their normal job responsibilities shall receive, for all hours worked, a premium of seventy-five cents (\$0.75) per hour for Occupational First Aid Level I and a premium of one dollar (\$1.00) per hour for Occupational First Aid Level II.
- (b) The Company will pay course fees and cost of books for employees required to attend First Aid courses.
- (c) Upon successful completion of training classes, the employee will be paid for all work hours missed up to a maximum of forty (40) hours at straight time wages without premiums for time to attend first-aid training classes. The employee will also be paid for work hours missed if testing is an additional day off up to eight (8) hours at straight time wages without premiums.
- (d) First Aid Attendants shall be selected by seniority.
- (e) The Company will allow one additional employee per-year to get their First Aid ticket.

**13.16 Clothing and Safety Equipment**

Employees shall be supplied, at the Company's expense, with all protective clothing and safety equipment where required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C. and such shall be replaced where they are presented worn or damaged beyond repair by an employee, at no cost to the employee.



### **13.17 Boot Allowance**

- (a) Where the use of Safety Toe Boots is required by the Regulations, employees shall be responsible for providing and paying for their own, CSA approved, Safety Toe Boots.
- (b) The Company agrees to reimburse an employee, who has successfully completed their probationary period, one hundred and fifty dollars (\$150.00) per year towards the cost of approved safety footwear, upon remittance of proof of purchase. The one hundred and fifty dollars (\$150.00) per year can be used towards more than one purchase of approved safety footwear, boot repairs, insoles, laces and cobbler fees. One hundred and fifty dollars (\$150.00) may be rolled over for a maximum of two (2) contract years to a total of three hundred dollars (\$300.00).

## **ARTICLE 14 – RESPECT IN THE WORKPLACE**

### **14.01 Workplace Violence & Harassment**

- (a) The Company is committed to ensuring that all work is conducted in a respectful environment that is free from violence, bullying, harassment and/or discrimination and that all employees treat each other with respect and dignity. The Company will neither tolerate nor condone any behaviour which is likely to create an intimidating or offensive environment.
- (b) Workplace violence, harassment or bullying includes any unwelcomed, unwarranted or inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.
- (c) Recognizing legal responsibility, the Company shall ensure that the workplace is free of violence, harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.
- (d) The Company shall be responsible to provide instruction, training, information and supervision and to provide a workplace free of violence, harassment and/or bullying.

### **14.02 Workplace Violence & Harassment Complaint Procedure**

A person who considers that they have been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a

member of the Company's management team within thirty (30) days of the latest alleged occurrence.

Upon receipt of the written complaint, the Company shall advise the designated Union Staff Representative.

An alleged respondent shall be given notice of the substance of such a complaint under this clause, and upon request shall be entitled to be represented by the Union at any meeting with the Company under this clause.

The Company shall attempt to resolve the matter between the Parties.

- (a) If the Company is unsuccessful in resolving the matter, then a Company designate and a Union Representative shall jointly investigate the complaint and shall submit their reports to the Company in writing within thirty (30) days of the referral of the complaint by the Employee. The Company shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (b) If the complainant and the investigators agree that the conduct in questions is not workplace harassment as defined in this Article, the investigators shall take no further action.
- (c) Where any Party to the proceeding is not satisfied with the findings of whether or not harassment has occurred or with the Company's response, the matters may be referred to an independent adjudicator for a final resolution. However, the recommendations of the adjudicator will not be binding upon either the Union or the Company. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.
- (d) An employee of the Company who considers that they have been subjected to workplace harassment by a person who is not a member or employee of the Company shall seek advice of their immediate supervisor. The immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.
- (e) Where the complaint is determined by the Investigating parties, including an Independent adjudicator or the arbitrator to be of a frivolous, vindictive or vexatious nature, the Company may take appropriate action which may include discipline.
- (f) Complaints under this Article shall be treated in strict confidence by all Parties involved.

## **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

### **15.01 Company to Prove Just Cause**

- (a) The Company shall not discipline or discharge an employee unless there is just cause, the burden of proof of just cause lies with the Company. All disciplinary action must be fair, warranted, reasonable and timely.
- (b) When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within five (5) working days, unless the employee is absent, the discipline would be issued upon their return to work.

### **15.02 Progressive Discipline**

- (a) The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:
  - (i) A verbal Warning- in the presence of a Steward;
  - (ii) A Written Warning - copy to Union
  - (iii) A Suspension without pay (specified time frame) - copy of notice to Union;
  - (iv) Discharge - copy of notice to Union
- (b) Stages of the progressive discipline policy maybe bypassed for serious infractions.
- (c) A Union representative shall be present at any step of the disciplinary procedure.
- (d) Should an employee refuse Union representation they must sign a waiver with the Union and Company.
- (e) The Union shall receive all copies of disciplinary notices given to employees.
- (f) All discipline shall be administered by Management, and is subject to the grievance procedure.

### **15.03 Employee Personnel File**

- (a) There shall be only one employee personnel file and the employee shall have access to review their file at a mutually agreed upon time.
- (b) An employee may opt to have the Union President or their designate review their file on their behalf after written permission has been granted.
- (c) Twelve (12) months after any discipline that has been issued, the discipline so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's personnel records.

## **ARTICLE 16 – GRIEVANCE PROCEDURE AND ARBITRATION**

### **16.01 Definition of Grievance**

The Company and the Union recognize that grievance may arise concerning:

- a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, but excluding the re-negotiation of this Agreement or parts thereof, or
- b) the discipline, suspension, or dismissal of an employee bound by this Agreement.

### **16.02 Grievance Process**

(a) All grievances shall be processed in accordance with the following:

- (i) setting out the nature of the grievance and the circumstances from which it arose;
- (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
- (iii) stating the redress or other action required to resolve the matter;
- (iv) transmitting the grievance to the other Party.
- (v) the Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance;

(b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable;

(c) The Parties shall make every effort to follow all grievance time limits but the time limits in the Grievance Procedure shall be considered discretionary, and not mandatory.

(d) Any Steward or grievor in attendance at any grievance meetings will be on Company time.

(e) All grievance shall be resolved without stoppage of work.

### **16.03 Grievance Steps**

#### **Step 1 – Informal Complaint**

The employee shall take the difference to the Company manager with or without his/her Steward within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. Every effort will be made

to resolve the difference informally and the Company and the Union shall actively encourage all employees to pursue this course before initiating formal procedures.

**Step 2**

Failing settlement at Step 1, the employee and their Steward/Union Representative shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavor to settle the matter with the applicable Company manager or designate. The Company manager shall render a decision by no later than seven (7) days from the date of the meeting unless an alternative timescale is agreed between the Manager and the Union.

**Step 3**

Failing settlement at Step 2, the Union Representative shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the grievance with the Company applicable Manager/Director or the Company designate. The Manager/Director shall render a decision by no later than seven (7) days from the date of the meeting, unless an alternative timescale is agreed between the Company and the Union.

**Step 4**

Failing settlement at Step 3, the grievance shall be referred to an Arbitrator as set out in Section 16.04.

**16.04 Arbitration**

After exhausting the grievance procedure and subject to the applicable time limits set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration as hereinafter provided:

- (a) The Parties shall jointly agree to the appointment of a Single Arbitrator. If the Parties fail to agree on such appointment within ten (10) calendar days, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator.
- (b) Either party may notify the other Party and the Arbitrator in writing of the question or questions to be arbitrated.
- (c) The Arbitrator shall be required to hand down their decision following completion of the hearing and it shall be final and binding upon the Parties.
- (d) The Arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions by Section 89 of the Labour Relations Code of British Columbia.

**16.05 Cost Sharing**

The Company and the union shall be in equal proportions, the costs, expenses and allowances of the Arbitrator.

**16.06 Place of Hearing**

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

**16.07 Time Off Work for Arbitration Purposes**

Employees, Stewards and Grievors required by either the Company or the Union to attend or participate in any investigations, discussion, meeting or hearing with respect to the processing of any arbitration under this Article, shall be granted time off work with pay by the company for this purpose and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Company and shall not exceed eight (8) hours per day per person.

**ARTICLE 17 - HEALTH AND WELFARE**

**17.01 Benefits**

Benefits administered as per Green Shield, Policy Plan #14-142/QUADR-1A.

- (a) Coverage under the Health and Welfare Plan for employees entitled to coverage shall commence on the first (1<sup>st</sup>) day of the month following the successful completion of their probationary period of three (3) months, whichever occurs first.
- (b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Company has any responsibility for ensuring that all requirements of eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligation specifically stipulated in this Agreement.
- (c) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time, however, benefit levels shall not be reduced or negatively adjusted except through negotiations of the Parties.
- (d) The Company's sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone shall be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.

- (e) It is further understood that the Union has no obligation to provide the insurance coverage or benefits stipulated in this Agreement. Liability for unfunded claims arising as a consequence of any failure by the Company to remit the premiums required herein shall rest exclusively with the Company.

## **ARTICLE 18 - GENERAL PROVISIONS**

### **18.01 Consultation with Union – Prior to Certain Changes to Working Conditions**

The Company agrees to consult with the Local Union Servicing Representative prior to any changes to the working conditions of its employees, including but not limited to discharging, laying-off, transferring, promoting or demoting an employee.

### **18.02 Bulletin Board**

The Union will have the exclusive use of one (1) bulletin board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Officers of the Local Union.

### **18.03 Notices Between the Company and Union**

Any notice required to be given to the Company under the terms of this Agreement will be given by either email or registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by either email or registered mail to the Union Representative via email or at its regular address.

### **18.04 Education & Training Fund**

- (a) The Company shall contribute to the Union the sum of seven cents (\$.07) per hour per employee for each hour worked for education and training of Union members. The money shall be made payable to Local Union 2009 Education and Training Fund, #202 — 9292 — 200th Street, Langley, B.C. V1M 3A6 and shall be remitted January 1st and July 1st of each contract year, and the Company shall provide necessary information regarding amounts paid for each employee.
- (b) The Education Fund will be used specifically in the development and delivery of programs which may include:
- Grievance Handling
  - Collective Bargaining
  - Environmental Issues
  - Land Use Issues
  - Stewards Training
  - Parliamentary Procedure and Public Speaking
  - Communication Skills

- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety

**18.05 HUMANITY FUND**

- (a) For the purpose of international aid and development, the Company agrees to deduct two cents (\$.02) per hour from the wages of all employees in the bargaining unit for all hours worked to be calculated annually based on the hours worked in the previous calendar year as indicated on the employees annual T4, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers National Office  
234 Eglinton Avenue East, 7<sup>th</sup> Floor  
Toronto, Ontario M4P 1K7

- (b) And to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The first Humanity Fund deduction as aforesaid shall be calculated for the year based on fifty percent (50%) of hours worked in 2014. The calculation shall be performed during the first quarter of the following year.
- (c) 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 Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or annually only if submitted in writing to the company and the Local Union in February of each year.
- (d) 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": RI 19172278RR0001.

**18.06 New Employees**

- (a) All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.
- (b) The Company will provide a Union representative up to fifteen (15) minutes of time during each new employee orientation acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues.
- (c) The Company shall also provide the new employee with a copy of the current Collective Agreement.



## **ARTICLE 19 - PERMANENT CLOSURES AND TECHNOLOGICAL CHANGE**

### **19.01 Adjustment Plan**

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code of B.C. shall apply. The Company will provide the Union with a minimum of sixty (60) days notice of such measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees

### **19.02 Notice of Closure**

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

### **19.03 Severance Pay for Permanent Closure**

- (a) Employees terminated by the Company because of permanent closure of an operation shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable.
- (b) In the event a permanent closure is declared by the Company, or the facility has not operated for a period of twenty-four (24) months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent closure.

## **ARTICLE 20 - STRIKES AND LOCKOUTS**

### **20.01 Strikes and Lockouts Prohibited**

- (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 21 - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the July 1, 2022 to June 30, 2024 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding March 31, 2025. 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 either Party. The terms of this contract become effective the date it is signed by the Company. Retroactivity shall not apply to any aspects of the Contract except for the bonus provisions detailed herein in the letters of understanding.
  
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from the Master Agreement.

Signed this 28<sup>th</sup> day of July, 2022.

**UNITED STEELWORKERS  
LOCAL 2009**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUADRA FOREST PRODUCTS**

  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A - CHECK OFF AUTHORIZATION**

**CHECK-OFF AUTHORIZATION  
FOR UNITED STEELWORKERS**

COMPANY \_\_\_\_\_  
Address \_\_\_\_\_ Date \_\_\_\_\_

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

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
(please print)

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Check No. \_\_\_\_\_ Local Union No. \_\_\_\_\_ Department \_\_\_\_\_

Witness \_\_\_\_\_

PLEASE USE TYPWRITER OR PRINT PLAINLY

Name \_\_\_\_\_  
Address \_\_\_\_\_

**UNITED STEELWORKERS  
AFL - CIO - CLC**

Local Union No. \_\_\_\_\_

I hereby request and accept membership in the UNITED STEELWORKERS, and of my 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.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Employed by: \_\_\_\_\_ Department: \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Social Insurance No. \_\_\_\_\_ Initiation Fee \$ \_\_\_\_\_ Paid

**APPENDIX B – CLASSIFICATION, WAGE RATES AND EFFECTIVE DATES**

<b>Classification</b>		<b>Effective July 11, 2022</b>	<b>Effective July 1, 2023</b>
<b>Mill Worker</b>	<b>Probation Period</b>	<b>\$18.00</b>	<b>\$18.50</b>
	<b>Tier 1</b>	<b>\$21.00</b>	<b>\$22.00</b>
	<b>Tier 2</b>	<b>\$22.00</b>	<b>\$23.00</b>
	<b>Tier 3</b>	<b>\$23.50</b>	<b>\$24.50</b>
	<b>Tier 4</b>	<b>\$24.00</b>	<b>\$25.00</b>
	<b>Tier 5</b>	<b>\$27.00</b>	<b>\$28.00</b>
<b>Office Manager</b>		<b>\$30.00</b>	<b>\$31.00</b>
<b>Mill Technician</b>		<b>\$30.00</b>	<b>\$31.00</b>

## LETTER OF UNDERSTANDING #1

**Between  
QUADRA WOOD PRODUCTS LTD.  
("the Company")**

**AND**

**UNITED STEELWORKERS  
On Behalf of Local 2009  
("the Union")**

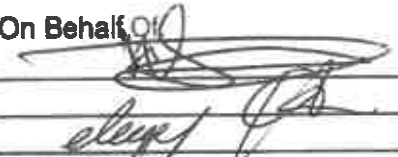
### **Re: Temporary Labour Agency**

1. It is agreed from time to time the Company may hire employees through a Temporary Labour Agency (TLA).
2. If for any reason the Company would like to hire employees from a TLA they must disclose to the Local Union in writing the TLA they are using, the names of the workers who will be performing the work and the reasons why they need to hire from the TLA and disclose if it is for day labour, seasonal or special project.
3. If the Company wishes to use a Temporary Labour Agency the Company will pay any fees to that agency (agreed upon by the Company and the Agency) over and above the agreed upon wage rate.
4. Once the notification has occurred, the following shall apply:
  - (a) **Day Labour**
    - (i) TLA employees may be hired for production tasks for up to a maximum 5 days.
    - (ii)
    - (iii) All employee(s) performing work shall be paid the probationary period wage rate for the Mill Worker classification.
  - (b) **Seasonal Labour**
    - (i) The Company cannot use more than five (5) seasonal or TLA employees, at any given time, unless otherwise agreed to by the Parties.
    - (ii) All employee(s) performing work shall be paid the probationary period wage rate for the Mill Worker classification.
5. There cannot be TLA's working when regular bargaining unit employees are laid-off. The exception to this would be if the company is unable to get in contact with a laid off employee by the time the TLA is needed.

SIGNED THIS 28 day of July, 2022.

On Behalf Of:  
  
\_\_\_\_\_

**Quadra Wood Products Ltd.**

On Behalf Of:  
  
\_\_\_\_\_

**United Steelworkers, Local 2009**

