

# COLLECTIVE BARGAINING AGREEMENT

between



**Plasti·Fab<sup>®</sup>**

and



---

Effective January 1, 2022 to December 31, 2024

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PLASTI-FAB LTD., DIVISION OF PFB CORPORATION**

**(Hereinafter known as the “COMPANY”)**

**PARTY OF THE FIRST PART**

**AND**

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

**(Hereinafter known as the “UNION”)**

**PARTY OF THE SECOND PART**

**Effective January 1, 2022 – December 31, 2024**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	5
<b>ARTICLE I – BARGAINING AGENCY</b>	<b>5</b>
Section 1: Recognition	5
Section 2: Meetings	5
Section 3: Bargaining Authority	6
Section 4: Access to Operation	6
<b>ARTICLE II – EMPLOYER’S RIGHTS</b>	<b>6</b>
Section 1: Management Rights	<b>6</b>
Section 2: Rules and Regulations	7
Section 3: Discipline	<b>7</b>
<b>ARTICLE III – UNION SECURITY</b>	<b>8</b>
Section 1: Union Security	8
Section 2: Membership	<b>8</b>
Section 3: Check-off Process and Procedures	9
Section 4: Check-Off	10
Section 5: Education Trust Fund	11
Section 6: Personnel Records	11
Section 7: Employee Access to Personnel File	12
Section 8: Union Access to Employee Personnel File	12
Section 9: Bulletin Boards	12
<b>ARTICLE IV – SHOP COMMITTEE</b>	<b>12</b>
Section 1: Definition	12
Section 2: Composition	12
Section 3: Notification	12
Section 4: Exceptions	12

<u>ARTICLE</u>	<u>PAGE</u>
<b>ARTICLE V – HOURS OF WORK</b>	<b>13</b>
Section 1: Hours and Overtime	13
Section 2: <b>Part-time, Casual Temporary Work</b>	<b>14</b>
Section 3: Tuesday to Saturday	14
Section 4: Completion of Afternoon Shift (Shift 3)	15
Section 5: Three-Shift Operations	15
Section 6: Swing Shift	15
Section 7: Rest Periods	15
Section 8: No Work Guarantee	15
<b>ARTICLE VI – CLASSIFICATIONS AND WAGES</b>	<b>16</b>
Section 1: Rates	<b>16</b>
Section 2: Shift Differential	<b>16</b>
Section 3: Jobs and Equipment	17
Section 4: First Aid Attendant Training	<b>18</b>
Section 5: Steam Ticket Training	18
Section 6: Forklift Certification	<b>18</b>
<b>ARTICLE VII – PAY DAYS</b>	<b>18</b>
<b>ARTICLE VIII – PAID HOLIDAYS</b>	<b>18</b>
Section 1: Manufacturing Plant	<b>18</b>
Section 2: Qualifying Conditions	19
Section 3: Personal Floating Holiday	19
Section 4: Weekly Work Schedule	20
Section 5: Holiday Shift	20
Section 6: Arrangement for Change	20
Section 7: Sunday Holidays	21
Section 8: Saturday Holidays	21
<b>ARTICLE IX – VACATION POLICY</b>	<b>21</b>
Section 1: Company Policy	21
<b>ARTICLE X – CALL TIME</b>	<b>22</b>
Section 1: Where no Work	22
Section 2: Where Work Commences	22

<u>ARTICLE</u>	<u>PAGE</u>
<b>ARTICLE XI – HEALTH AND WELFARE</b>	<b>22</b>
<b>ARTICLE XII – LONG TERM DISABILITY PLAN</b>	<b>23</b>
<b>ARTICLE XIII – GROUP RRSP/SAVINGS PLAN</b>	<b>23</b>
<b>ARTICLE XIV – SENIORITY</b>	<b>23</b>
Section 1: Principle	<b>23</b>
Section 2: Reduction & Recall of Forces	23
Section 3: Retention During Layoff	24
Section 4: Job Posting	<b>24</b>
Section 5: Probationary Period	25
Section 6: Absence Without Leave	<b>26</b>
Section 7: Seniority List	<b>26</b>
Section 8: Reinstatement	26
Section 9: Hiring Preferences	26
<b>ARTICLE XV – LEAVE OF ABSENCE</b>	<b>26</b>
Section 1: Injury or Illness	<b>26</b>
Section 2: Maternity Leave	27
Section 3: Written Permission	27
Section 4: Compassionate Leave	27
Section 5: Bereavement Leave	28
Section 6: Union Business	28
<b>ARTICLE XVI – OCCUPATIONAL HEALTH &amp; SAFETY COMMITTEE</b>	<b>29</b>
<b>Section 1: Regulatory Compliance with Health &amp; Safety</b>	<b>29</b>
Section 2: Composition	<b>29</b>
Section 3: Pay for Meetings	29
Section 4: Investigations	29
Section 5: Cessation of Work	30
Section 6: Boot Allowance	<b>30</b>
<b>Section 7: Modified Work Program</b>	<b>30</b>
<b>ARTICLE XVII – SAFETY AND PRODUCTION EQUIPMENT</b>	<b>30</b>
<b>ARTICLE XVIII – ADJUSTMENT PLAN</b>	<b>31</b>
Section 1: Adjustment Plan	31
Section 2: Plant Closure and Technological Change	31

<u>ARTICLE</u>	<u>PAGE</u>
<b>ARTICLE XIX – ADJUSTMENT OF GRIEVANCES</b>	<b>31</b>
Section 1: Procedure	<b>31</b>
Section 2: Time Limit	<b>32</b>
<b>ARTICLE XX – ARBITRATION</b>	<b>32</b>
Section 1: Procedure	<b>32</b>
Section 2: Cost Sharing	<b>32</b>
Section 3: Place of Hearing	<b>33</b>
<b>ARTICLE XXI – STRIKES AND LOCKOUTS</b>	<b>33</b>
<b>ARTICLE XXII – CONTRACTORS AND SUB-CONTRACTORS</b>	<b>33</b>
<b>ARTICLE XXII – DURATION OF AGREEMENT</b>	<b>33</b>
Section 1: Notice to Bargain	<b>33</b>
Section 2: Duration of Agreement	<b>33</b>
Section 3: Section 50(2) and 50(3) Excluded	<b>34</b>
<b>LETTER OF UNDERSTANDING #1 – WEEKEND SHIFTS</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING #2 – JOB RE-EVALUATION</b>	<b>36</b>
<b>LETTER OF UNDERSTANDING #3 – ALTERNATE SHIFT SCHEDULE</b>	<b>37</b>
<b>APPENDIX A – BENEFITS ADMINISTRATION</b>	<b>39</b>
<b>APPENDIX B – LONG-TERM DISABILITY</b>	<b>42</b>
<b>APPENDIX C – GROUP RRSP/SAVINGS PLAN</b>	<b>43</b>

## **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.

Revisions include non-binary gender identification whereby references to “he”, “she”, “him”, and “her” are replaced with “the employee” or “their”.

## **ARTICLE I – BARGAINING AGENCY**

### **Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 679 Aldford Avenue, Annacis Industrial Estates, Delta, B.C, V3M 5P5, except confidential employees, office employees, sales staff, supervisory staff and management staff and those employees with the authority to hire or discharge.
- (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 and start at Step Four of the grievance procedure as set forth in this Agreement, and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration starting at Section 1, as set forth in this Agreement.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

### **Section 2: Meetings**

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

### **Section 3: Bargaining Authority**

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

### **Section 4: Access to Operations**

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by which permission may be granted by the Company on request. This privilege is subject to such reasonable terms and conditions as may be laid down by the Company in order to maintain the continued efficient operation of the Plant.

Prior to entering the plant, the above-mentioned union officials will sign in the logbook provided by the employer. The Manufacturing Manager or their designate will be contacted on entry and where applicable will be notified prior to entry as to who the union designated person will be.

## **ARTICLE II – EMPLOYER'S RIGHTS**

### **Section 1: Management Rights**

The Union recognizes that the operating of the plant and the full direction of the working forces is the exclusive function and responsibility of the Company, and without restricting the generality of the foregoing.

- (a) The Union recognizes the right of the Company to operate and manage the number and location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, means of manufacturing, kinds and location of machines, tools to be used, the engineering and designs of its products and control of materials and parts to be incorporated in the products produced.
- (b) The Union further recognizes the right of the Company to hire, promote, determine qualifications and capabilities, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just and reasonable cause, maintain order, discipline, and efficiency and to determine and establish standards of performance for all machines, employees and operations.

Nothing in this Agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this Agreement. The Company agrees that it will not exercise its management rights for the purpose of discrimination against employees or for the purpose of restricting or limiting the rights of its employees herein granted.

- (c) **The Company recognizes that production work performed by the supervisory personnel can be perceived as detrimental to Union workers and will attempt to limit such work to the greatest extent possible.**



**Management and supervisory employees shall not be permitted to do the work normally performed by employees of the bargaining unit except in the following types of situations:**

**(i) Experimental work, prototype, work sampling, product launch or process improvement trials being conducted.**

**(ii) When troubleshooting quality, process, or equipment issues; or when assisting with production requirements where the situation dictates additional action.**

**(iii) In emergency situations that would adversely impact delivery of the product to the customer. In doing so the company must have exhausted every avenue to have bargaining unit employees perform such work.**

(d) Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

## **Section 2: Rules and Regulations**

The Union recognizes that the Company has the right to establish and/or alter reasonable rules and regulations which are to be observed by employees. The Company will notify the Local Union of any change, addition or deletion to such Rules and Regulations. Such Rules and Regulations shall not be inconsistent with this Agreement.

## **Section 3: Discipline**

(a) An employee may be reprimanded, suspended or discharged for infractions of Rules and Regulations referred to in Section 2 and such action may be appealed in accordance with the provisions of Article XIX – Adjustment of Grievances.

(b) A reprimand placed on an employee's record by the Company must be signed by the immediate supervisor and by the employee as having been read. If the employee refuses to sign, the Union Steward will sign on the employee's behalf. When the supervisor calls an employee with the intent of giving such employee a reprimand, they must give the employee the opportunity of having their Union Representative in attendance, if the employee so desires. When an employee wishes to question or dispute such reprimand, they must invoke the grievance procedure provided for in this Agreement, and if the employee's grievance succeeds, such reprimand will be revoked.

(c) The Company shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Company.

(d) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee, **unless the employee declines.**

(e) The employee, the **Unit Chair and the local union Servicing Representative** shall receive a copy in writing of any disciplinary action taken including, but not

limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action by the end of the second business day.

- (f) The Company favours “Corrective Discipline” as opposed to “Punitive Discipline” so agrees to follow the procedure of progressive discipline as follows:
1. A Verbal Warning – in the presence of a Steward;
  2. A Written Warning – copy to Union;
  3. A Suspension without pay (specified time frame) – copy of notice to Union;
  4. Discharge – copy of notice to Union.

Stages of the progressive discipline policy may be bypassed for serious infractions.

- (g) RELIEF - All written warnings, reprimands and suspensions shall be disregarded in the administration of the discipline after a period of twelve (12) months following the date of the most recent disciplinary action and shall not be used in the administration of future disciplines and arbitrations, **unless there is a repeat offence of an egregious incident that departs from progressive discipline that is of a similar nature which will then void relief for an additional twelve (12) months.**

### **ARTICLE 3 – UNION SECURITY PROVISIONS**

#### **Section 1: Union Security**

All employees covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union. The Company shall deduct commencing with the first pay cheque of an employee, the initiation fee, and the first month’s dues and thereafter, the then prevailing monthly Union dues. Such dues deduction shall be made after the initiation fee and the first month’s dues deduction, in respect of the second pay period in each month and shall be a condition of employment for each employee.

#### **Section 2: Membership**

- (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:
- (b) 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 “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 – 200<sup>th</sup> Street, Langley, B.C. V1M 3A6 and a copy will also be sent to the Financial Secretary of the Local Union with the union dues report.
- (c) Become members of the Union **effective their date of hire** and remains members of the Union in good standing.

- (d) 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 Section 2 (b).
- (e) Any employee who fails to maintain their membership in the union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain their membership.
- (f) 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 International Constitution, and in accordance with the By-Laws of United Steelworkers, Local Union 2009.
- (g) **All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.**
- (h) **The Company will provide a Union representative up to fifteen (15) minutes of time, once per month, to train all new employee(s) from the prior thirty (30) days, to 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. The Employer shall also provide the new employee with a copy of the current Collective Agreement.**

### **Section 3: Check-Off: Process and Procedures**

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers and Local Union 2009 Bylaws.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:  
  
United Steelworkers  
P.O. Box 9083 Commerce Court Postal Station  
Toronto, Ontario  
M5L 1K1
- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such

statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.

- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
  - (i) e-mail or hard copy to the Financial Secretary
  - (ii) United Steelworkers, Servicing Staff Office fax @ 604-513-1851
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

**Section 4: Check-Off**

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

**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 15<sup>th</sup> of each month.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_

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 to the Local Union Office

### **APPLICATION FOR MEMBERSHIP**

I hereby request and accept membership in the United Steelworkers, Local No.2009 and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

\_\_\_\_\_  
Signature of Applicant-Employee

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

#### **Section 5: Education Trust Fund**

- (a) The Company will contribute to an Education Trust Fund to be established by the Union. The contributions will be five cents (\$0.05) per employee per hour worked.
- (b) The Company will remit the contributions directly to the local union, by cheque marked: United Steelworkers, Local 2009 Education Trust Fund.

#### **Section 6: Personnel Records**

One personnel file shall be maintained by the Company for each employee in the bargaining unit. Such file shall contain all records and reports concerning the employee's work performance.

**Section 7: Employee Access to Personnel File**

An employee shall have the right to read and review their personnel file at any time upon reasonable notice and by request to the Company. On request the employee shall be provided with copies of any disciplinary document or record contained in the employee's personnel file.

**Section 8: Union Access to Employee Personnel File**

The employee may provide a Union representative a copy of employee's personnel file.

**Section 9: Bulletin Boards**

The Union will have the exclusive use of one (1) locking 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 Local Union or Shop Stewards of the plant.

**ARTICLE IV – SHOP COMMITTEE**

**Section 1: Definition**

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

**Section 2: Composition**

The Shop Committee shall consist of no 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. The Company shall not be responsible for paying members of the Shop Committee while they are representing the Union or its members in talks or meetings with the Company. The performance of Shop Committee duties shall not result in a disruption of the Company's operations unless the committee person has permission by the Company.

**Section 3: Notification**

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

**Section 4: Exceptions**

The provisions of Sections 1, 2 and 3 will not apply in reference to Article XVI – Occupational Health & Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

## **ARTICLE V – HOURS OF WORK**

### **Section1: Hours and Overtime**

- (a) The regular hours of work in the Plant shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below.
- (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 five (5) shifts during the preceding six (6) days;
  - (iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - (iv) Item (ii) above shall not apply to employees who work Saturday as a regularly scheduled day.
- (c) Notwithstanding Article V, Section 1 (a) and (b), Management shall have the right to implement other schedules, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

When Management would like to introduce other alternative shifts schedules, they must meet with the Union to work out all details of the new shifts that must be mutually agreed upon by the parties prior to the shift being implemented.

Note: See attached Alternate Shift Schedule for Moulder/Prefoamer Letter of Understanding #3.

- (d) All overtime shall be voluntary and offered to the senior competent employees. Notwithstanding Letter of Understanding #1.
- (e) Banking of Overtime

Overtime compensation shall be monetary or in time off, at the employee's option and based on the overtime rates as defined in Sections (a) and (b). The following conditions apply:

- (i) If the employee chooses time off, such time off shall be banked to a maximum of one hundred and twenty (120) hours at any point in time and be scheduled as time off with management approval and sufficient notice as required for Floater Holidays (see Article VIII, Section 3b, iii).
- (ii) For extended illness or injury, employees may apply banked overtime towards the waiting period for Short Term Disability upon completion of the application for disability or for illnesses of three (3) days or longer.

- (iii) The banking shall be offered to all regular employees at the start of each year and those employees selecting the banked option shall be provided with a record of overtime worked and banked hours available upon request. Notwithstanding the above, the banking option does not apply to those employees with less than one (1) year seniority at the commencement of the applicable fiscal year.
  - (iv) All banked overtime shall be taken in time off within the fiscal year in which the time was banked. Should production demands not allow time to be taken, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year, or at termination or layoff.
  - (v) It is understood that an employee who has opted to bank overtime, as designated on their timecard, may not subsequently opt for monetary payout for the overtime, with the exception that employees may request pay out of banked overtime at the end of each quarter.
  - (vi) It is generally understood that banked time shall be taken in increments of not less than one full shift.
- (d) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work, the employee shall be paid rate and one-half, except as provided in Section 1(b) above.

### **Section 2: Part-time, Casual, Temporary Work**

- (a) **Part-time employee means full-time permanent an employee who works a minimum of twenty-four (24) hours per week but less than forty (40) hours per week. Vacation is accrued, prorated based on hours worked, and taken as paid time off. Following three (3) months of active employment, part-time employees are entitled to group benefit coverage.**
- (b) **Casual employee means an employee hired to perform work of a casual nature on an as needed basis. 4% vacation pay which is paid bi-weekly on each pay.**
- (c) **Temporary employee means full-time temporary employee who is hired for a definite period during peak times working forty (40) hours a week. 4% vacation pay paid bi-weekly on each pay.**

### **Section 3: Tuesday to Saturday**

It is agreed that Maintenance, Repair and Construction employees can be employed on a Tuesday to Saturday work week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half, except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one-half. However, if the employee



requests a temporary change from the rest day on Monday, work performed on Monday will be paid for at straight-time.

**Section 4: Completion of Afternoon Shift (Shift 3)**

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift, will be paid at straight-time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

**Section 5: Three-Shift Operations**

- (a) The Company shall have the right to operate the Plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of the shifts shall be varied at the Company's option.
- (b) it is agreed that Clause (a) above shall only apply to those employees actually working on a three shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

**Section 6: Swing Shift**

Working force on the day shift (Shift 2) in the Manufacturing Plant shall alternate with the working force on the afternoon shift (Shift 3) on a regular basis as agreed upon by the Company and the Shop Committee.

**Section 7: Rest Periods**

All employees in the Manufacturing Plant shall be entitled to two (2) fifteen (15) minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision. The breaks shall be within the first three (3) hours worked and not later than after six (6) hours worked of an employee's regularly scheduled workday.

**Section 8: No Work Guarantee**

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

**ARTICLE VI – CLASSIFICATIONS AND WAGES**

**Section 1: Rates**

The Parties hereby agree that the wages of all hourly rated employees covered by this Agreement will be as follows:

	<b>Effective <u>Jan 1/22</u> 3%</b>	<b>Effective <u>Jan 1/23</u> 2.75%</b>	<b>Effective <u>Jan 1/24</u> 2.75%</b>
<b><u>GROUP I:</u></b>	<b>DOWN CUTTER, TRUCK LOADING, GENERAL LABOUR</b>		
Start	\$18.79	\$19.31	\$19.84
After 3 months	\$19.64	\$20.18	\$20.74
After 6 months	\$20.49	\$21.05	\$21.63
After 1 year	\$21.41	\$22.00	\$22.61
<b><u>GROUP II:</u></b>	<b>SHIPPER'S ASSISTANT, CORNER CUTTER</b>		
	\$23.00	\$23.63	\$24.28
<b><u>GROUP IIA:</u></b>	<b>CONTOUR CUTTER</b>		
	\$24.10	\$24.76	\$25.45
<b><u>GROUP III:</u></b>	<b>MOULDER/PREFOAMER, HEAD CUTTER</b>		
	\$25.24	\$25.93	\$26.64
<b><u>GROUP IIIA</u></b>	<b><u>SHIPPER</u></b>		
	\$26.08	\$26.80	\$27.53
<b><u>GROUP IV:</u></b>	<b>MAINTENANCE</b>		
	\$33.17	\$34.08	\$35.02

**Lead Hand - \$1.25 per hour premium**

**Section 2: Shift Differential**

The first shift, which may vary in individual operations, is the recognized day shift (Shift 2). Hours worked outside the recognized day shift (Shift 2) will be regarded as Third and First shifts. Premium rates of **sixty (\$0.60)** per hour will be paid for first and third shifts. A day shift (Shift 2) employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than

on regular shifts shall be paid the **sixty (\$0.60)** premium rate for all hours worked outside the recognized day shift (Shift 2), effective date of ratification.

### **Section 3: Jobs and Equipment**

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

- (a) Advance notice of change to Local Union.
- (b)
  - (i) New jobs shall be posted in accordance with Article XIV – Section 4(a).
  - (ii) Significantly revised jobs shall be posted if requested by the Plant Committee.
- (c) An employee shall receive the rate of their previously held job until such time as a new rate is negotiated.
- (d)
  - (i) The applicant shall have the right to revert to their original job within thirty (30) working days providing employee's old job still exists.
  - (ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and the interim rate from the date the employee started the new or revised job.
- (f) Rate negotiations to be guided by job analysis which will be based on all factors including skill, knowledge, responsibility, and job conditions.
- (g) A Lead Hand premium of **One dollar and twenty-five (\$1.25) per hour** over and above their regular classifications will be paid:

“An employee in the bargaining unit who, based on seniority and competency, is assigned to instruct others in the performance of their work, and shall be held responsible for the quality and quantity of the work. A lead hand cannot or be party to hiring, firing or disciplining of other employees. This will be a posted position as per Article XIV, Section 4, Job Posting”

### **Shift Responsibility**

The Lead hand on the shift shall be responsible to lock-up the facility if there is no proceeding shift as per their Job Description. If there is no official lead hand on shift, then one will be appointed by management based on their competence and they shall receive the temporary lead hand rate of one dollar per hour **(\$1.00)** for their hours worked on that shift.

#### **Section 4: First Aid Attendant Training**

The Company agrees to post and train up to three (3) employee(s) for Level II First Aid on an as needed bases as per WCB regulations. The senior employees selected from the posting will pay the cost for the course and once they pass will be reimbursed. Senior employee with a Level II First Aid Ticket will receive a premium of **one dollar (\$1.00)** per hour worked.

The Company agrees to continue practice of paying for Level I training for employee(s) who want the training. However, if the company falls below the threshold for the WCB regulations needed for Level II they shall then train a minimum of up to six (6) employees for coverage at Level I. Those Level I First Aid Ticketed employees trained shall receive a **fifty cents (\$0.50)** premium per hour worked.

#### **Section 5: Steam Ticket Training**

The Company will pay the cost of training for achievement of a Steam Ticket Certificate including loss time wages to the plant Millwright and to one alternate, for whom a posting will be placed. This certification is a requirement of the millwright position to allow for the plant boiler operations to comply with provincial regulations. An hourly premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to the millwright and to the alternate as each achieves **their** Steam Ticket Certification.

#### **Section 6: Forklift Certification**

**Employees requiring forklift training, will be trained, and certified by an outsourced third party or by a company certified trainer, at the discretion of management.**

### **ARTICLE VII – PAY DAYS**

Employees shall be paid by payroll deposit every two (2) weeks on Thursday. Each employee shall be provided with an itemized statement of earnings and deductions by the Company.

### **ARTICLE VIII – PAID HOLIDAYS**

#### **Section 1: Manufacturing Plant**

- (a) All employees in the Manufacturing Plant who work on New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day and one (1) floating holiday **and any other holidays proclaimed Provincially** shall be paid rate and one-half for all hours so worked.
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.

- (c) An employee who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2 and Section 3, shall be paid for the said holiday at employee's regular job rate of pay for employee's regular work schedule.
- (d) **Should any of the above holidays occur during an employee's vacation period, they will be given an extra days' vacation with pay for each holiday to be taken at the beginning or the end of the vacation period unless the employee and their immediate Supervisor mutually agree on another day.**

**Section 2: Qualifying Conditions**

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following conditions:
  - (i) having been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) have worked their last regularly scheduled workday before, and their first regularly scheduled work day after the holiday unless employee's absence is due to illness, compensable occupational injury, or is otherwise authorized by the Employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the Company shall have the right to request a medical certificate.
- (c) Employees while on leave of absence shall not qualify for paid Statutory Holidays.
- (d) Employees who are on the negotiating committee shall qualify for paid Statutory Holidays.

**Section 3: Personal Floating Holiday**

The Personal Floating Holiday is in lieu of the proposed Heritage Day, but this Section shall come into operations on the effective date even if Heritage Day has or has not been proclaimed.

(a) **Personal Floating Holiday**

Regular full-time employees will be granted one (1) Personal Floating Holiday during each calendar year of the Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

(b) **Qualifying Conditions**

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at their regular job rate of pay for their regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on layoff or leave of absence for more than nine (9) months in the calendar year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for their Personal Floating Holiday. The employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by October 15 of each calendar year will be scheduled by Management.
- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.

**Section 4: Weekly Work Schedule**

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

**Section 5: Holiday Shift**

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

**Section 6: Arrangement for Change**

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

**Section 7: Sunday Holidays**

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

**Section 8: Saturday Holidays**

In the event that one of the within-named Statutory Holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Company and the Shop Committee.

**ARTICLE IX – VACATION POLICY**

**Section 1: Company Policy**

- (a) Employees accrue vacation pay on the basis of a percentage of their gross pay from July 1 to June 30 inclusive as indicated in the following table:

<b><u>Service Years</u></b>	<b><u>Vacation Time % of Gross Pay</u></b>	
First to Third calendar years	2 weeks	4%
Fourth to Seventh calendar years	3 weeks	6%
Eighth to Twentieth calendar years	4 weeks	8%
Twenty-first calendar year and beyond	5 weeks	10%

- (b) Vacation time is tracked on a calendar year basis (January to December). New employees accrue vacation on a monthly basis (.83 days/month) up to the start of their third calendar year of employment.
- (c) All earned vacation must be taken. Employees are entitled to choose their vacation at any time within the calendar year provided it is approved by their immediate supervisor. Failure to request vacation time within the calendar year may require the employee’s supervisor to assign a vacation period.
- (d) Since the summer months are the peak vacation period, vacations may be restricted to two (2) weeks from June to September to ensure that sufficient time is available for all employees to take vacation and ensure operational needs are met.
- (e) In the event that an employee is unable to use their allotted vacation days, the employee shall make a request in writing to carry forward a maximum of five (5) days to the following calendar year by completing a Vacation Carryover Request Form. All such requests shall be approved by the employee’s manager and/or supervisor and forwarded to Corporate Office Payroll by December 1<sup>st</sup>. All approved carry forward vacation days must be used by March 31<sup>st</sup> in the following year.

- (f) Employees are to provide their supervisor with three (3) weeks written notice requesting their vacation using the appropriate form. Vacation requests handed in prior to March 31<sup>st</sup> will be granted on the basis of seniority. After March 31, any scheduling conflicts will be resolved on the basis of the earliest request.
- (g) 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.
- (h) An employee terminating employment prior to taking their allotted vacation days is entitled to a proportionate payment of wages for any unused vacation.
- (i) Vacation pay is accrued on the basis of the applicable percentage of the employee's gross pay earned. Vacation pay must be requested in writing and submitted to the Corporate Office Payroll Department at least two (2) weeks in advance of the next pay period. Vacation pay shall only be paid in conjunction with actual vacation time off work.

## **ARTICLE X – CALL TIME**

### **Section 1: Where no Work**

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

### **Section 2: Where Work Commences**

In the event that an employee commences work on their shift and the operation closes prior to 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 beyond the control of the Employer, then two (2) hours must be paid.

## **ARTICLE XI – HEALTH AND WELFARE**

As per attached – Appendix "A".

The Health and Welfare Benefits are as per Appendix "A". The Company shall pay the cost of the Health and Welfare Benefits, including Medical Services Plan. The Company may change Insurance providers, provided the benefits shall be equal or greater than listed in Appendix "A".

Medical Services Plan – Employees become eligible for on the first of the month following three (3) months of continuous employment.



Short Term Disability – The Company to provide the weekly income benefit based on the highest rate of pay to the employees on short term disability where they have worked for a consecutive three (3) month period at a higher rate of pay. The employee will receive monies during their disability on the higher rate.

## **ARTICLE XII – LONG-TERM DISABILITY PLAN**

As per attached – Appendix “B”

The Long-Term Disability Benefits are as per Appendix “B”. The Employee shall pay the cost of the Long-Term Disability Benefits. If the Employee is eligible for the Company’s Health and Welfare benefits, they must enroll in Long-Term Disability Benefits regardless of whether they enroll in the Company’s Health and Welfare Benefits. The Company may change Insurance provider, provided the benefits shall be equal or greater than listed in Appendix “B”.

## **ARTICLE XIII – GROUP RRSP/SAVINGS PLAN**

As per attached – Appendix “C”

In lieu of a pension plan the Company offers the employees the opportunity to participate in a Group RRSP and Savings Plan. Details of this plan are as per Appendix “C”.

## **ARTICLE XIV – SENIORITY**

### **Section 1: Principle**

The Company recognizes the principle of seniority, competency considered.

#### **Seniority Defined:**

- i. Regular full-time employees will have a seniority date and will include all absences for which seniority continues to accumulate.**
- ii. Part-time, casual, and temporary employees will accrue seniority on an hourly basis for all hours paid. Overtime hours are not included in the calculation of hours paid.**
- iii. Upon achieving regular full-time employee status, a part-time, temporary or a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee’s seniority date.**
- iv. Regular full-time employees who are returned to either part-time, temporary, or casual status will have their seniority converted to hours.**

### **Section 2: Reduction & Recall of Forces**

- (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 the employee will not be able to keep their regular job, the employee may elect to apply their seniority to obtain a job paying a higher rate if the employee has previously held the job in the operation on a regular basis.
- (c) During a reduction of forces where an employee's seniority is such that the employee will not be able to keep their regular job, employee may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay, or accept a layoff until their regular job becomes available, provided, however:
  - (i) If during the layoff period, the employee wishes to return to work and so notifies the Company, employee shall be called back to work as soon as employee's 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.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### **Section 3: Retention During Layoff**

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) 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 six (6) months.
- (c) Employee seniority is reinstated on completion of one (1) day's work.

### **Section 4: Job Posting**

- (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 Employer, subject to this Article, and the grievance and arbitration provisions of this Agreement.**
- (c) The Employer 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 based on skill, experience and ability (to perform the vacant job) first and seniority second.
- (e) It is understood and agreed that any skills, experience, abilities, knowledge and/or qualifications which are established for any job must be related, by the Employer, 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 Employer shall undertake to move the employee into the new position within thirty (30) working days after the vacancy was filled or as soon thereafter as possible. Should the business needs change, within the thirty (30) working days, provided above, the company will communicate the cancellation of the job, and the reason, in writing to the Union representative and the employee.
- (g) In the event the cancelled job is reposted within thirty (30) working days, the original successful applicant will be given first opportunity to be placed in the job and then the next most senior applicant who is capable (if the original applicant no longer wants the job).
- (h) An employee(s) who fills a vacancy, under this section, and after having worked on such job, should the employee desire to return to the job from which they were transferred, they must make such request before the expiration of thirty (30) working days on the new job. The company shall have the right to delay such request for thirty (30) working days. The company shall also have the right to transfer an employee who is unsatisfactory back to the job from which they were transferred during the first four hundred eighty (480) regularly scheduled working hours completed of the transfer.
- (i) An employee who transfers back within the foregoing thirty (30) working days on the job, and/or is transferred back within the foregoing four hundred eighty (480) regularly scheduled working hours completed on the new job, shall have no further rights under this section for one (1) year from the date of such transfer(s).
- (j) 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 XIV, Section 2.

### **Section 5: Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for **ninety (90)** working days, during which time they are to be considered temporary workers only, and during this same period, no seniority rights shall be recognized. Upon completion of **ninety (90)** working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which

they entered the Company's employ, provided however, that the probationary period of **ninety (90)** working days shall only be cumulative within the six (6) calendar months following the date of entering employment.

#### **Section 6: Absence Without Leave**

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

#### **Section 7: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Company **by January 31, April 30, July 31, and October 31** during each calendar year, **setting out the name, phone number, posted position and email address (if available) and starting date with the Company. Notwithstanding, the company's information is limited to that which is provided by the employee.**

#### **Section 8: Reinstatement**

- (a) An employee who is required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. This period can be extended by agreement between Union and Management.
- (b) Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended. Agreement shall not be unreasonably withheld.

#### **Section 9: Hiring Preference**

It is mutually agreed that when hiring new employees, preference shall be given to those applicants seeking employment in the order set out herein:

- (a) Employee(s) who had their seniority run out and have an application on file.
- (b) Applicants who have previous experience in the industry and who have applications on file.
- (c) Applicants seeking employment who are members of the United Steelworkers and who have applications on file.

### **ARTICLE XV – LEAVE OF ABSENCE**

#### **Section 1: Injury or Illness**

**After ninety (90) consecutive days of employment with the employer, an employee, for personal illness or injury, is entitled, in each employment year, to**

- (a) paid leave for up to five (5) days, and**
- (b) unpaid leave for up to three (3) days**
- (c) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave under this section.**
- (d) Should the Legislation change, the new Legislation will supersede items (a) through (b) above.**

**Section 2: Maternity Leave & Parental Leave**

The Company will grant leave of absence for Maternity & Parental Leave as per B.C. Employment Standards Act, Part 6 (50) & (51). The Company shall post the Sections for Maternity and Parental Leave in the lunchroom for employees to have full access to the language.

**Section 3: Written Permission**

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

**Section 4: Compassionate Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay or benefits to employees for compassionate reasons or for educational or training or extended vacation purposes.

- (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) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight-time hourly rate of pay for his/her regular work schedule for a maximum of three (3) days.
- (e) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, 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.
- (f) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid

holidays but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 5: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which the employee shall be compensated for at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, 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.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 6: Union Business**

- (a) The Company shall grant an employee an unpaid leave of absence, without benefits, of not more than three (3) years to work in an official capacity for the Local or International Union. The Union on behalf of the employee must request the leave in writing as per (c) below. This leave shall be extended for additional three (3) year periods upon request. 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 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.
- (d) In order for the Employer 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 Employer will be given at least one (1) months' notice for clause (a) and seven (7) calendar days for clause (b) above in writing.
- (e) **With respect to any unpaid leave of absence granted, excluding Section 6: Union business (a), the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer'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 Employer to the amount of the account rendered within sixty (60) days.**

## **ARTICLE XVI – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **Section 1: 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 Employer 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 WorkSafe BC.**
- (b) The Employer agrees to provide employees a healthy and safe workplace.**

### **Section 2: Composition**

**A joint committee shall be established in accordance with the following:**

- (a) It must have at least 4 members (2 worker representatives and 2 employer representatives), including co-chairs.**
- (b) It must consist of worker representatives and employer representatives; at least half the members must be worker representatives.**
- (c) It must have 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives.**

### **Section 3: Pay for Meetings**

- (a) A member of a joint committee is entitled to time off from work for:  
(i) the 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 under subsection (a) is deemed to be time worked for the employer, and the employer 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.**

### **Section 4: Investigations**

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

**Section 5: 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 6: Boot Allowance**

Reimbursement is available based on 100% of the cost (with receipt provided) to a maximum of two hundred and sixty (\$260.00) dollars every two (2) years of safety boots or shoes (CSA approved).

**This allowance will include reimbursement of all reasonable expenses associated with foot protection including, boot repairs, insoles, laces, and cobbler fees.**

**Any unused boot allowance will be rolled over one time to be added to the following 2-year period. The account balance may never exceed twice the maximum boot allowance. There shall be no conversion of the account balance to a cash payment.**

New employees will be issued a refund following the successful completion of their probationary period.

**Section 7: Modified Work Program**

**The Employer 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.**

**ARTICLE XVII – SAFETY AND PRODUCTION EQUIPMENT**

Where the following articles of equipment are required to be used by the Employer or the Workers' Compensation Board, the Employer 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. Welding goggles, etc.
  - 2. Dust protection
  - 3. Eye protection
  - 4. Ear protection
  - 5. Tape measures, felt markers, etc.
  - 6. Gloves
  - 7. Aprons



- (d) replace equipment 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.

## **ARTICLE XVIII – ADJUSTMENT PLAN**

### **Section 1: Adjustment Plan**

If the Company introduced 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.

### **Section 2: Plant Closure and Technological Change**

The provisions of Section 1 above apply in the case of Plant Closure or in the case of Technological Change which is defined as the introduction or replacement of equipment that affects the terms, conditions, or security of employment of a significant number of employees.

## **ARTICLE XIX – ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

**Grievances will be processed as follows:**

**It is understood that an Employee has no grievance until they, either directly, or through the Union, have discussed the problem with the employee's supervisor and have not been able to come to a satisfactory resolution of the problem. The parties shall meet promptly to attempt to settle any grievance informally.**

**STEP 1 Any grievance not settled informally shall be submitted in writing within ten (10) days of the action or circumstances giving rise to the grievance. A meeting, which will include the Grievor, the Supervisor, Shop Steward, and the Manager, will be arranged within three (3) working days of receiving the written grievance. A written reasoned response shall be provided to the grieving Party within three (3) days of the meeting. Failure for either party to miss the time limits under these provisions will render the grievance allowed or withdrawn. If the Company misses the time limit the grievance will be rendered allowed. If the Union Grievor or designate misses the time limit the grievance will be rendered withdrawn.**

**STEP 2 If the grievance remains unsettled at the conclusion of Step 1, the grieving Party shall give notice in writing to the other party within five (5) days to proceed to Step 2. The Union Steward and designated Manager shall meet within three (3) days of the receipt of notice. A written reasoned response shall**

be provided to the grieving Party within five (5) days of the conclusion of the Step 2 meeting.

**STEP 3** If the grievance remains unsettled at the conclusion of Step 2, the grieving Party shall give notice to the other party within five (5) days to proceed to Step 3. The Union Steward and Local Union Servicing Representative and designated Manager(s) shall meet within five (3) days of the receipt of notice. A written reasoned response shall be provided to the grieving Party within five (5) days of the conclusion of the Step 2 meeting.

**STEP 4** If the grievance remains unsettled at the conclusion of Step 3, the grieving Party shall give notice to the other party within thirty (30) calendar days to proceed to Arbitration.

### **Section 2: Time Limit**

Where the time limit has been exceeded by either party due to unforeseen circumstances, the time limit shall be extended to a time mutually agreed to by the parties.

Where the Company or the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Union Steward, or company management the said time limit shall not apply. Both parties shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XX – ARBITRATION**

### **Section 1: Procedure**

In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article XIX – Adjustment of Grievances, the matter shall be determined by arbitration in the following manner.

- (a) 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.
- (b) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.
- (c) The Arbitrator shall be encouraged to hand down their decision within fourteen (14) days following completion of the hearing.
- (d) The decision of the Arbitrator shall be final and binding on both Parties.

### **Section 2: Cost Sharing**

The Company and the Union shall bear in equal proportions, the costs, expenses and allowances of the Arbitrator.

**Section 3: 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 decided by the Parties.

**ARTICLE XXI – STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement during the term of this Agreement or during the continuation period provided for in Section 2 of Article XXII – Duration of Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.

**ARTICLE XXII – CONTRACTORS AND SUB-CONTRACTORS**

The introduction of a Contractor or Sub-Contractor into the operation or outside the operation will not result in the loss of full-time positions held by regular employees in the operation, except whereby special circumstances where it is mutually agreed upon between the Company and the Union. However, the Company can utilize specialized third-party contractors and vendors to provide maintenance work to the Company equipment and any facilities where the bargaining unit employees cannot do the work.

**ARTICLE XXIII – DURATION OF AGREEMENT**

**Section 1: Notice to Bargain**

This Agreement shall remain in full force and effect from January 1, **2022**, to and including December 31, **2024**, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

**Section 2: Duration of Agreement**

If notice to renegotiate the Agreement is given and collective bargaining has commenced in accordance with this Article, this Agreement shall continue in full force and effect until:

- (a) The Union commences a lawful strike;
- (b) The Company commences a lawful lockout;
- (c) The Parties enter into a new or amended Agreement.

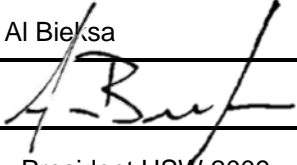
**Section 3: Section 50(2) and 50(3) Excluded**

By agreement of the Parties hereto, the provisions of sub-section (2) and (3) of Section 50 of the Labour Relations Code of British Columbia are specifically excluded.


**IN WITNESS WHEREOF**, the Parties have signed this Agreement this 24th day of March, **2022**.

**Signed on behalf of:**

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

Al Bieksa  
  
2022.03.24  
President USW 2009

**PLASTI-FAB, Division of PFB  
Corporation**

Tracey Kim Ball  
  
Vice President Operations, Plasti-Fab Ltd  
2022.03.24

**E. & O. E.**

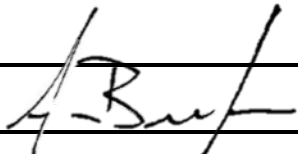
**LETTER OF UNDERSTANDING #1**

**RE: WEEKEND SHIFTS**

The Parties agree that in order to accommodate the changing marketplace and quick response to customers late or demand orders that the Company may require work on weekends. **When requested, the Company agrees to provide the Union with legitimate reasons for weekend work. The Company agrees that they will always attempt to staff weekend work with voluntary overtime.** Where there has not been enough volunteers to properly staff the weekend work, the Parties agree that the Company will fill the shifts needed by assigning the most junior qualified persons to perform the work until the Company's requirement is satisfied. The Company agrees that no individual employee will be assigned to work on weekends more than six (6) times in a calendar year. **The Company further agrees to implement a tracking system which shall include the name of the employees being assigned to work, description of the assigned job, and the date. The Parties agree that an employee shall have access to review the days that they have been assigned at a mutually agreed time.**


Signed this 24th day of March, 2022.

**On Behalf of United Steelworkers  
Local 2009**

  
\_\_\_\_\_ 2022.03.24

\_\_\_\_\_  
President USW 2009

**On behalf of the Company  
Plasti-Fab, Division of PFB Corp.**

Tracey Kim Ball  
\_\_\_\_\_  
 2022.03.24

\_\_\_\_\_  
Vice President Operations, Plasti-Fab Ltd

**LETTER OF UNDERSTANDING #2**

**RE: JOB RE-EVALUATION/RECLASSIFICATION**

**Job Profiles will be updated within nine (9) months of a ratified Collective Agreement and the current classifications will not change because of the updated Job Profiles.**

**Job Profile descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restriction on the right of the Company to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the classification with Union representative and Management shall make such a review in accordance with the procedure set out therein.**

**If a new position is established or if there is a <sup>Vice President Operations</sup> significant change in the duties of a position set forth in a Job Profile, the Employer shall negotiate with the Union prior to placing the position within an existing pay rate classification or creating a new classification. The Employer shall not change job duties of any position and the Union shall not request a reclassification of a current position the six (6) months before or after the expiry of the Collective Agreement.**

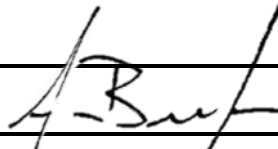
**At any time after five (5) years since the last evaluation or re-evaluation of a job, management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.**

**The re-evaluation request shall be submitted for review to the Union representative and Management. The Union representative and Management shall acknowledge receipt of the request and, on inquiry, indicate the date on which a response is anticipated. The re-evaluation request shall contain documentation which highlights the significant changes to the position and may include any other supporting documentation considered relevant.**

**The Union representative and Management shall notify the staff member of their decision regarding pay rate and classification. Should the decision result in a change to the Group Rate Classification, or a wage rate adjustment, the effective date of the change shall be the date that the re-evaluation request was filed.**


**Signed this 24th day of March, 2022.**

**On Behalf of United Steelworkers  
Local 2009**

  
\_\_\_\_\_  
2022.03.24

\_\_\_\_\_  
President USW 2009

**On behalf of the Company  
Plasti-Fab, Division of PFB Corp.**

Tracey Kim Ball  
  
\_\_\_\_\_  
2022.03.24

\_\_\_\_\_  
Vice President Operations, Plasti-Fab Ltd

**LETTER OF UNDERSTANDING #3**

**ALTERNATE SHIFT SCHEDULE**

**FOUR (4) DAYS ON /FOUR (4) DAYS OFF**

The Company and the Union agree on the following details with respect to an alternate shift schedule for the Block Moulders/Prefoamer working twelve (12) hour shifts on a four (4) on four (4) off rotation. This alternate shift schedule will continue for the life of the collective agreement.

If for any reason the Company wishes to discontinue this alternate shift schedule, they must give the Local Union and the employees two (2) weeks' notice and allow them to complete the shift cycle that the employees are on in that pay period.

**Scheduled Hours of Work**

The scheduled hours of work will be on a twenty-four (24) hour/seven (7) days basis. The day shift (Shift 2) will work from 5:00 a.m. to 5:00 p.m. and the night shift (shift 8) will work from 5:00 p.m. to 5:00 a.m.

**Breaks**

Each employee will be entitled to three (3) ten (10) minute paid coffee breaks and one (1) thirty (30) minute paid lunch break. Breaks to be taken at the employees' discretion when time permits but will not be denied.

**Pay**

1. Employee(s) will be paid their straight-time regular rate of pay for the first forty (40) hours of work on their shift cycle and one and a half (1 ½) times their regular rate of pay for the remaining hours over forty (40) hours within the cycle.
2. All employees working this alternate shift schedule will be entitled to shift differential at **sixty (\$0.60)** per hour worked as per Article VI Classification and Wages, Section 2: Shift Differential.
3. Any hours worked beyond the twelve (12) hour shift in a day will be paid at double (2x) an employee's regular rate of pay.
4. Hours worked on an employee's regular scheduled days off that they have worked over their forty (40) hours in their cycle will be paid at one and a half (1 ½) times their regular rate of pay for the first eleven (11) hours and double (2x) for all hours thereafter.
5. If an employee is asked to work on one of their regular scheduled days off and did not complete their forty (40) hours in their shift cycle due to missing time because of injury or illness they must complete their forty (40) hours before overtime rates will apply in three (3) above.

- Paid Holidays (Stats), Personal Floating Holidays and or Vacations if scheduled or asked to work will be paid at overtime rates of pay to an employee's regular rate of pay at one and a half (1 ½) times for the first eleven (11) hours and double (2x) time thereafter.

**Vacation**

- Vacation pay will continue to be paid as per Article IX – Vacation Policy Section 1: Company Policy (a).
- Vacation accrual under this alternate shift schedule will be as follows:

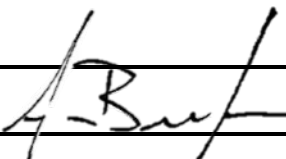
24 Hour Plant – Vacation days conversion		12	# of 12 hr days	
Days	Hours			
10	80	6.67	7	
15	120	10	10	
20	160	13.33	13	
25	200	16.67	17	
5 day increase	40	3.33	3	
10 days	10/12 = .83 days/month			
15 days	15/12 = 1.25 days/month			
20 days	20/12 = 1.67 days month			
25 days	25/12 = 2.08 days/month			

**Bereavement Leave**


- Any employee needing a leave under Article XV – Leave of Absence Section 4: Compassionate Leave (d), (e) & (f) will be compensated under (d) at no loss of pay in Pay one (1) above regardless of which three (3) days that may be needed in their shift cycle.

Signed this 24th day of March, 2022.

**On Behalf of United Steelworkers  
Local 2009**

  
\_\_\_\_\_  
2022.03.24  
\_\_\_\_\_  
President USW 2009

**On behalf of the Company  
Plasti-Fab, Division of PFB Corp.**

Tracey Kim Ball  
\_\_\_\_\_  
 2022.03.24  
\_\_\_\_\_  
Vice President Operations, Plasti-Fab Ltd



## **APPENDIX A – BENEFITS ADMINISTRATION**

Employees are eligible to participate in the benefits plan if they are a permanent employee working a minimum of twenty-four (24) hours per week and have completed three (3) months of continuous employment. Temporary and seasonal employees and part-time employees who work less than twenty-four (24) hours per week may not join the plan.

Coverage terminates when employment ends, employee is no longer eligible, employee stops paying the required premiums, or the policy terminates, whichever is earliest.

---

### **CURRENT CARRIER: GREAT WEST LIFE ASSURANCE**

Healthcare	Benefits may be subject to plan maximums and frequency limits.
In-Canada Prescription Drugs	100% - Unless the prescriber has prescribed a drug by its brand name and has specified in writing that the product is not to be interchanged, the plan will cover only the cost of the lowest priced equivalent generic drug.  Coverage for some drugs may not be available and/or require pre-authorization.
Medical Equipment & Supplies	Pay for medically necessary equipment and services at reasonable & customary charge.
Paramedical Expense Maximums	
Acupuncturists	\$700 each calendar year
Audiologists	\$700 each calendar year
Chiropractors	\$700 each calendar year
Massage Therapists/Orthotherapists	\$700 each calendar year
Naturopaths	\$700 each calendar year
Occupational Therapists	\$700 each calendar year
Osteopaths	\$700 each calendar year
Physiotherapists/Physical Rehabilitation Therapists	\$700 each calendar year
Podiatrists	\$700 each calendar year
Psychologists/Social Workers	\$700 each calendar year
Speech Therapists	\$700 each calendar year
Vision Care Expense Maximums	
Eye Examinations	1 every 24 months
Glasses (including Safety Glasses, Prescription Sunglasses, Contact Lenses and Laser Eye Surgery)	\$200 every 24 months

Out-of-Country Emergency Care	To qualify for benefits, you must be covered by the government health plan in your home province.
Expense Maximum	\$5,000,000 lifetime
Lifetime Healthcare Maximum	Unlimited
Dental Care	Covered expenses will not exceed customary charges.
Payment Basis	The dental fee guide in effect on the date treatment is rendered for the province in which treatment is rendered
Deductible	Nil
Reimbursement Levels	
Basic Coverage	80%
Major Coverage	50%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	100%
<u>Plan Maximums</u>	
Basic Treatment	Unlimited
Major Treatment	\$2,500 each calendar year
Orthodontic Treatment	\$2,500 lifetime
Accidental Dental Injury Treatment	Unlimited

<b><u>CURRENT CARRIER:</u></b>	<b><u>SUNLIFE INSURANCE COMPANY</u></b>
	Employee & Dependent Basic Life Insurance Optional Life Insurance Employee Accidental Death And Dismemberment
Employee Basic Life Insurance	2 X annual basic earnings to a maximum of \$500,000 to age 70 Employees who are 70 years of age and over – coverage is reduced to 50% of the above amount.
	Any amount of Employee Life Insurance over \$430,000 is subject to approval of evidence of insurability
Dependent Basic Life Insurance	
Spouse	\$10,000
Child	\$5,000

Note: A common-law spouse is a person who has been living with you in a conjugal relationship for at least twelve (12) months or until the earlier birth or adoption of a child of the relationship.

Optional Life Insurance

Available in \$10,000 units to a maximum of \$500,000, for you or your spouse, subject to approval of evidence of insurability.

If you are covered under this plan as both an employee and a spouse, you are limited to the \$500,000 maximum.

Optional life terminates at age 70. Spouse's coverage terminates at the same time, or when spouse reaches age 70 or is no longer your spouse, whichever comes first.

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)

An amount equal to your Basic Life Insurance.

**CURRENT ADJUDICATOR:      HOMEWOOD HEALTH INC.**

Short Term Disability Benefits

Waiting Period

3 months of continuous active employment

Elimination Period

Injury or Illness requiring hospitalization:

0 calendar days

Illness: 7 calendar days

Maximum benefit period

17 weeks (includes the Elimination Period)

Benefit Amount

80% of weekly regular earnings

Income is subject to income tax

Throughout periods of absence whilst receiving STD benefits, the Company will continue to pay policy premiums for health, dental, provincial health care premiums (if applicable), life & AD&D coverage. Employees covered by STD will continue to have taxable benefits applied on the value of the plans. Payment of LTD benefit premiums remain the responsibility of the employee and will be deducted from the STD payments issued by the Company.

**APPENDIX B – LONG TERM DISABILITY**

**CURRENT CARRIER: SUNLIFE INSURANCE COMPANY**

**Long Term Disability Income Benefits**

(Mandatory – condition of employment)

Waiting Period 119 days  
Amount 66 2/3% of the first \$2,250 of your monthly earnings plus 50% of the remainder to a maximum benefit of \$10,000 or 85% of pre-disability take-home pay, whichever is less.

Because employees pay the entire cost of LTD coverage, benefits are not taxable.

LTD benefit is reduced by other income employee is entitled to receive while disabled.

Any amount of LTD insurance over \$10,000 is subject to approval of evidence of insurability

Inflation protection (COLA) 2%

LTD benefits are payable for the first 24 months following the waiting period if disease or injury prevents employee from performing the essential duties of their regular occupation, and, except for any employment under an approved rehabilitation plan, employee is not employed in any occupation that is providing employee with income equal to or greater than the amount of LTD insurance under this plan.

Employees approved by the Company Insurance Carrier(s) for LTD benefits will continue to have their group health, dental, life insurance, ad&d and provincial health care (where applicable) premiums paid by the Company for the period when the employee is medically determined unable to perform his/her own occupation which is typically the first 24 months.

After 24 months, LTD benefits will continue if employee's disability prevents the employee from being gainfully employed in any occupation. LTD benefits will continue until employee reaches age sixty-five (65) or as determined by the Company Insurance carrier(s). After 24 months, group health, dental, life insurance, ad&d and provincial health care (where applicable) premiums will no longer be paid by the Company. The Company Insurance carrier(s) may waive LTD and certain other premiums while an employee is in receipt of LTD benefits.

## **APPENDIX C – GROUP RRSP/SAVINGS PLAN**

### **Current Provider - Great West Life**

Eligible employees that wish to participate must obtain an enrolment kit from their local administration office or directly from the payroll department. There are 2 plans available:

- Retirement Savings Plan (registered)
- Non-Registered Savings Plan (non-registered)

### **Eligible Employees**

All permanent employees (working a minimum of 24 hours per week) are eligible to join the Retirement Savings Plan (RSP registered) and/or the Non-Registered Savings Plan (NRSP non-registered) following three (3) months of continuous employment and/or when they become eligible to join the Company's group benefit plans. Employees with less than 3 (three) months service may participate but will not receive any Employer Contributions until they meet the necessary qualifications.

### **Employee Contributions**

An employee electing to participate in the plan may choose to contribute up to 6% of their gross regular earnings. An employee is entitled to participate in either or both the registered and non-registered sections of the plan. The elected percentage of gross regular earnings may be allocated between the two sections or can be directed to one section only. Once qualifying conditions have been met, an employee contribution of up to a maximum of 6% of gross regular earnings will be proportionately matched by the Company (employer's contribution) as specified in the table below.

### **Employer Contributions**

Once the employee is eligible for employer contributions, and has joined the plan, the Company will start contributing to the plan at the rate of \$0.25 cents for each dollar of employee contribution, up to a maximum employee contribution of 6% of their gross regular earnings. Upon completion of five (5) years' service, the Company's contribution will increase to a \$0.50 cents match for each dollar of employee contribution as specified in the table below. The employee can choose to direct the Company's contribution differently than their own contributions. Employer contributions shall be paid on a bi-weekly basis and deposited along with the employee's contribution to the appropriate Great West Life account opened in the employee's name. All employer contributions are immediately vested with the employee.

Years of Completed Service	Employer's Contribution Rate
< 3 months	No Employer Contribution
3 months – 5 years	25 %
5+ years	50%

**Restrictions**

The purpose of this plan is to help you plan for your retirement. There are no withdrawal restrictions on the RSP plan, however; Great West Life will withhold taxes and there could be further income tax implications which you should discuss with your tax advisors. An employee may suspend contributions to the plan at any time, but not retroactively. A suspension of contributions MUST be for a minimum of six (6) month duration and further requests for a suspension after recommencing contributions are NOT allowed within a six (6) month period. The Company contributes and assists in the administration and bears no responsibility for the performance of the funds selected by each employee. It is the employee's responsibility to ensure that the amounts contributed to their RSP account do not exceed their maximum contribution limit for the taxation year. The Company bears no responsibility for any penalties or consequences associated with over contributions. Employees are encouraged to seek independent financial and legal counsel on these matters.

**Investment of Contributions**

Your investment options are outlined in your Great West Life Group RSP enrolment kit. Additional information is available online by visiting [www.grsaccess.com](http://www.grsaccess.com). The Company bears no responsibility for the performance of the funds selected by each employee with the plan provider.

**Withdrawal of Contributions**

Withdrawals from the Plan(s) are arranged through Great West Life, by calling toll-free 1-800-724-3402. Great West Life allows for one (1) free withdrawal per year for either plan; more than one (1) for either plan, employee will be charged \$50.00.

**Registered Plan Contributions Limits**

It is the responsibility of the employee to ensure that they have sufficient room to make contributions to a registered plan. This information can be found on the Notice of Assessment sent out to taxpayers each year by Canada Revenue Agency. You may also access it online via 'My Account' on the Canada Revenue Agency website. For more information, and/or to register, go to [www.cra.gc.ca](http://www.cra.gc.ca) and click on "Log in / Register" link on the left side of the main page.