
COLLECTIVE AGREEMENT

BETWEEN



AND



GFL NORTH VANCOUVER

Effective February 1, 2021- January 31, 2024

COLLECTIVE AGREEMENT

BETWEEN:

GREEN FOR LIFE (GFL)

North Vancouver

(hereinafter called "the Employer")

AND:

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

(UNITED STEELWORKERS)

LOCAL 2009

(hereinafter called "the Union")

April 1st 2022 – March 31st 2025

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ARTICLE 1 PURPOSE

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

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

ARTICLE 2 RECOGNITION

2.01 In this Agreement, Bargaining Unit means employees employed by the Employer at **130 Forester Street, North Vancouver B.C. V7H 2M9** except office staff, and those excluded from collective bargaining by Section 1 of the *Labour Relations Code, R.S.B.C. 1996, c. 244* .

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

2.02 Bargaining unit work shall only be performed by bargaining unit personnel except as provided within this article.

2.03 The Employer agrees that no excluded personnel shall perform the job of a bargaining unit employee, except where the Employer has documented and offered the work to qualified bargaining unit employee(s) inclusive of overtime and has been unsuccessful in covering the shifts, subject to offering cross training in departments that don't require certification.

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

ARTICLE 3 MANAGEMENT

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

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

ARTICLE 4 UNION SECURITY PROVISIONS

4.01 Membership

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:

- (a) authorize the Company in writing to deduct union dues from their pay.
- (b) 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 Local 2009 at Unit # 202 – 9292 200th Street Langley B.C. V1M 3A6.

- (c) become members of the Union within thirty (30) days from their effective date of hire, and remain 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 shall be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).
- (e) **All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.**
- (f) **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.**

4.02 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 or the USW Local 2009 Union by-laws.
- (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 fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:
 - International Secretary-Treasurer
 - United Steelworkers
 - Unit D, Box 34223
 - Vancouver, BC V6J 4N1
- (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 email to:
 - (i) United Steelworkers, Local Union 2009
- (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.

4.03 The Employer shall not contract – out any bargaining unit work.

With the exception of the following;

- a) The use of contractors or sub-contractors that physically perform any work at the site or off the site (Truck Drivers) shall not cause any lay-offs to bargaining unit employees. **The Employer will not use contractors to replace or displace bargaining unit members.**
- b) The Company and Union recognize the current situation relative to contract construction and maintenance in the refinery environment for the purpose of shutdowns, capital projects, emergency situations, environment or legislative compliance and variable components of continuous maintenance.
- c) If a trade/class of contract worker is on site for more than 1000 man-hours in consecutive calendar years (2 years) doing routine maintenance, then the employer will engage in talks with the union about creating a new job posting for that trade/class of worker. The union agrees that it shall not be unreasonable if the cost of equipment/tools for the new trade/class of worker is prohibitive for creating a new position.
- d) The employer agrees to provide the union with an accurate accounting of all contract worker hours and their trade/class.

4.04 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members, agree that they will not permit, cause, or encourage or take part in any sit-down, slowdown, or stoppage of work on any department or any strike or stoppage nor authorize or condone any curtailment of work or restriction or interference with production at the Employer's operation.

- 4.05** During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.
- 4.06** The Union has the right to appoint or elect two (2) members of the Bargaining Unit to their Negotiating Committee.

ARTICLE 5 RATES OF PAY

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

ARTICLE 6 HOURS OF WORK AND REST PERIODS

- 6.01 (a) Blending Operator / Warehouse / Lab Technicians**
The work week shall be forty (40) hours a week and the work day shall consist of eight (8) hours a day. Blending Operators and Warehouse Operators hours shall be between 7:00 am to 5:00 pm Monday to Friday with a non-designated paid thirty (30) minute lunch period. Lab Technicians shifts shall be between 7:00 am to 5:00 pm on either Monday to Friday and or Sunday to Thursday with a non-designated paid thirty (30) minute lunch period.

(b) Maintenance Shifts

The work week shall be Monday to Friday at forty (40) hours a week and the work day shall consist of eight (8) hours a day from 7:00 a.m. to 5:00 pm Monday to Friday with a non-designated paid thirty (30) minute lunch period.

(c) Yard Operator Shifts

The work week shall be forty (40) hours a week and the work day shall consist of eight (8) hours a day from 6:30 a.m. to 2:30 pm and 9:00 am to 5:00 pm Monday to Friday with a designated paid thirty (30) minute lunch period.

(d) Transport Operator Shifts (in-town and long haul)In-town:

The work week shall be forty (40) hours a week and the work day shall consist of eight (8) hours a day Monday to Friday inclusive. The eight (8) hour shift from Monday to Friday shall start between 6:00 am and 7:00 am and end between 2:00 pm and 3:00 pm for in-town with a non-designated paid lunch period.

Long Haul:

Long Haul employees work week shall consist of forty (40) regular hours in a work week with applicable overtime premiums thereafter. A day shall also consist of ten (10) hours per day prior to overtime being paid.

Employees required to perform work outside the Province shall be provided the following:

- a) Single room accommodations.
- b) WCB coverage for out-of-Province work.
- c) The Company will pay the employee a meal allowance of **\$15.00 for breakfast, \$20.00 for lunch and \$30.00 for supper.**
- d) Long haul drivers shall not drive for periods longer than allowed under Provincial or Federal regulations where applicable.

(e) Process Operation Shifts

The work week shall consist of a cycle of four days on (two (2) days / two (2) nights) and five days off. The shifts shall be twelve (12) hour worked from 7:00 am to 7:00 pm and 7:00 pm to 7:00 am. For Process Operations in training the work week shall be Monday to Friday at forty (40) hours a week and the work day shall consist of eight (8) hours a day from 7:00 a.m. to 5:00 pm Monday to Friday with a non-designated paid thirty (30) minute lunch period.

(f) **Change of Start & Stop Times**

By mutual agreement between the Employer and the Union, the regular starting and stopping times of standard work shifts above in (a) to (e) may be changed. Should the Employer need to change the start and stop times within the standard hours outlined in a) to e) above they shall provide the employee at least fourteen (14) days' notice prior to implementing the shift schedule change.

(g) **Wash-up Period**

Employees shall be granted a paid five (5) minute wash-up period prior to the start of all their breaks and the end of their shifts.

(h) **Rest Periods**

There shall be two (2) scheduled fifteen (15) minute paid coffee breaks in each standard shift, approximately midway between each half of the shift.

- (i) On occasion, employees may be required to work into their coffee or lunch break to satisfy a customer. In this event the employee will be allowed the equivalent time for their break following the completion of the required work. In no event shall any employee be required to work more than five (5) hours without a scheduled lunch break.

(j) **Alternate Shifts**

Where the Company may require an alternate shift which may include hours less or greater than the above-mentioned shifts a) to e), all details of the shift(s) shall be worked out and agreed to with the local union prior to any **implementation** of the new shift. This shall include but is not limited to, vacations, statutory holidays, rest break and any other differences that normally would apply during the above shifts.

- k) Nothing in this article shall be construed as a guarantee of hours.

6.02 Reporting and Guaranteed Hours

- a) Employees reporting for work in the usual manner shall be guaranteed two (2) hours' work or pay in lieu.
- b) In the event of equipment breakdown, employees shall be notified a minimum of two (2) hours before the beginning of their shift. If notification is not given and the employee reports for work, they shall be guaranteed two (2) hours' work.
- c) Notification attempts to the employee's last known telephone number shall be recorded in a log book by the Supervisor. The Company shall provide the Union a copy of the call log upon request.

- d) Where an employee has completed their shift and is called back to work. The call-back pay shall be guaranteed at two (2) hours' pay at the appropriate overtime hourly rate. At no time shall an employee be required to sit on the Employer's premises if the work they are called back to do has been completed.

6.03 Call-in Pay

In the event that an employee is called in to work outside their scheduled day(s) off shall be paid overtime rates for the hours worked outside of their scheduled shift with a minimum payment of two (2) hours at time and one-half (1½x) of their regular rate of pay or the applicable over time rates based on hours worked in that day.

6.04 Daily Overtime

- (a) For the purpose of this Article, overtime is paid to an employee for approved time worked outside of or in excess of regular scheduled hours for the day at the rate of one and one-half times (1½X) the regular rate of pay for the first two (2) hours worked thereafter in any one day and double time (2X) for all hours worked thereafter in any one day. Twelve (12) hours shifts shall be double time (2X) for all hours worked beyond their regular scheduled hours for the day.

(b) **Overtime distribution**

Scheduled overtime shall be as per the past practice in each department based on seniority competency. When no employees are available to perform work within a classification, the employer will schedule the junior employee in the classification to fill the shift.

6.05 Shift Changes

Shift changes at the request of an employee or as a result of an exchange of shifts between employees as approved by the Employer shall not result in any overtime payment by the Employer unless they work beyond the regular scheduled hours for that day in the shift exchange.

(a) **Shift Schedules**

Shift schedules shall be posted by the Employer in an area for all employees to see. If there are any changes to the schedules the employees affected shall receive a minimum of fourteen (14) days' notice.

(b) **Shift Rotation – Yard Operation**

Shift rotation shall occur every week to allow equal time on each shift for the two-day shifts.

- 6.06** Except as may be expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.
- 6.07** Employees shall have eight (8) hours rest between shifts unless the parties mutually agree otherwise.

ARTICLE 7 STATUTORY HOLIDAYS

- 7.01** All employees who qualify for payment of the Statutory Holidays listed below shall receive their regular straight time rate of pay for each of the Statutory Holidays for which they qualify in addition to any wage to which they may be entitled as a result of any work which the employee performs on such Statutory Holiday(s) as listed below or as designated by statute. Work performed on Statutory Holidays as listed in Article 7 will be paid at time and a half (1 ½ X) an employee's rate of pay plus eight (8) or (12) hours Statutory Holiday pay depending on an employee(s) regular schedule.

Employees who work twelve (12) hour shifts shall be entitled to receive twelve (12) hours statutory holiday pay for each statutory holiday that falls on their regular scheduled shift and twelve (12) hours pay for statutory holidays that do not fall on their regular scheduled shift. The Floating Statutory Holiday shall be paid at twelve (12) hours pay of an employee's regular rate of pay.

- 7.02** Statutory Holidays to be observed by this Agreement are:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	BC Day (Provincial)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	National Day for Truth and Reconciliation

And any other day declared as a Statutory Holiday by the Provincial and/or Federal Governments. **Should the BC Government issue a day recognizing Indigenous peoples the Provincial Holiday will replace the Federal Holiday of "National Day for Truth and Reconciliation".**

In addition to the named holidays, each employee shall be entitled to one (1) Floating Statutory Holiday during each contract year which shall be taken at a time mutually agreeable to the Company and to the employee. Floating Holidays not taken by employees within a contract year shall be paid out on the first pay period in January in the following contract year at the employees' rate of pay from the following year.

Note: All employees shall be entitled to the “personal use” days during the Christmas Holidays paid at their regular rates of pay. Employees that must work during this period, shall be entitled to the time off at a mutually agreed upon time after the Christmas Holidays. The time off shall be calculated as the same hours that were worked by each employee. Employees working eight (8) hours shifts shall be entitled to three (3) eight (8) hour days off with pay. Process operators shall be entitled to three (3) full days off at twelve (12) hours pay, regardless if they have worked or it was their regularly scheduled days off.

7.03 Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
- (i) Have been on the payroll thirty (30) calendar days with the company for all above mentioned holidays. This shall be from the employee(s) first day of employment.
 - (ii) Have worked their last scheduled work day before, or their first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before or one (1) day after the holiday, both of which must fall within a floating thirty (30) calendar days period.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.

7.04 In calculating days worked for the purposes of determining an employee’s qualifying for payment for a Statutory Holiday pursuant to 7.03 above, the following will be deemed as a “work day”:

- a) regular scheduled shift worked;
- b) absence due to Workers’ Compensation Board approved claim and for which the employee is in receipt of Workers’ Compensation Board wage loss benefits;
- c) approved annual vacation pursuant to Article 8;
- d) Employer sponsored training days;
- e) absence due to verified illness or approved disability leave of less than thirty (30) days.

- 7.05** For the operator's department that work the 12 hours shift, they will observe the statutory holidays on the day in which it falls. All other departments will observe the statutory holidays on the following Monday if the statutory holiday falls on the weekend. In the event a statutory holiday falls within an Employees vacation, such statutory holiday(s) shall be added to the end of that vacation period.

ARTICLE 8 VACATIONS

8.01 Entitlement

- (a) Employees during their first (1st) year of employment shall receive three (3) weeks' (120 hours) vacation pro-rated from their start date with pay based on six percent (6%) of gross earnings for the year for which they are receiving their vacation.
- (b) Employees in calendar year one (1) through four (4) years of employment (120 hours) shall receive three (3) weeks' vacation with pay or six percent (6%) of gross earnings for the vacation year.
- (c) Employees in calendar year five (5) years through nine (9) years of employment shall receive four (4) weeks' (160 hours) vacation with pay or eight percent (8%) of gross earnings for the year for which they are receiving their vacation.
- (d) Employees in calendar year ten (10) through nineteen (19) years of employment shall receive five (5) weeks' (200 hours) vacation with pay or ten percent (10%) of gross earnings for the year for which they are receiving their vacation.
- (e) Employees in calendar year twenty (20) years plus employment or more shall receive six (6) weeks' (240 hours) vacation with pay or twelve percent (12%) of earnings of gross earnings for the year for which they are receiving their vacation.

The vacation year follows the calendar year, running from January 1 to December 31. Vacation eligibility is established at the beginning of each calendar year (January 1), or is pro-rated from the date of hire to December 31 of that year. In either case, vacation is taken in the same year it is earned and/or accrued.

Employees who have a negative vacation accrual at the time of termination will have the negative balance deducted from their final pay cheque. If the Employees' final pay cheque is not sufficient to pay back the negative vacation balance owing, they will be required to reimburse the employer for the difference.

Vacation eligibility is based on years of service as at January 1st of each year.

Eligibility Year	Eligibility	Percentage
During the 1 st year of employment	3 weeks (120 hours) pro-rated from start date to December 31 st	6%
Calendar year of 1 st thru 4 th of employment	3 weeks (120 hours)	6%
Calendar year 5 th thru 9 th of employment	4 weeks (160 hours)	8%
Calendar year of 10 th + of employment	5 weeks (200) hours	10%
Calendar year of 20 th + of employment	6 weeks (240) hours	12%

8.02 Vacation Pay Upon Termination

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

8.03 Vacation Scheduling

- (a) Vacations shall be scheduled by seniority. Senior employees will have preference in the selection of vacation periods.

- (b) To facilitate this process, the Employer will post a vacation schedule on October 15th for the following year. Employees have up to January 15th of the following year to request their vacation periods for the calendar year period between January 1st to December 31st. The Employer shall confirm the vacation scheduling by January 31st in each year unless a conflict of employee requests require discussions with employees to coordinate requested time off. It is also agreed that for vacation requests by January 15th that weeks of vacations shall have preference over days of vacation regardless of an employees’ seniority. Once confirmed, vacations shall not be altered without employee’s consent. Should an employee not select their vacation by January 15th, they will not be able to use their seniority to displace another employee from their pre-selected and approved vacation periods. All vacation requests after January 31st shall be approved on a first come first served basis and shall be confirmed by the employer within seven (7) working days of this application.

Employees who do not schedule their vacation in accordance with this Article, who request a change after January 31st shall not be entitled to later bump another employee’s selected vacation time.

(c) Once the employee(s) vacation selection is confirmed and posted in accordance with Article 8.03 (a), employees shall receive their vacation pay for the period of vacation they are taking on their regular pay cheque. Any excess monies earned on an employee's annual vacation earnings shall be paid out on the first pay cheque of the following year.

8.04 All earned vacations must be taken in the year they are earned and the employees are encouraged to use their vacation time during the calendar year. Should employees have vacation remaining at the end of the year, a maximum of five (5) days' vacation may be carried over into the first six months of the following year, the employee shall put the request in writing and submit it to their immediate supervisor which shall not be denied. Otherwise all earned vacation must be taken. Should an employee have more than a one week (five days) remaining at the beginning of September of each year and does not book those the days over and above the five days, the employer shall then have the right to book those days off on behalf of that employee when business operational needs allow them to do so.

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

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

ARTICLE 9 SENIORITY

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

9.02 Probation

(a) All new employees shall be considered probationary employees for **ninety (90)** working days within **one hundred and eighty (180)** calendar days from their first day of employment, and thereafter shall become regular employees. An employee may be terminated at any time during his probationary period at the sole discretion of the Employer. The employee shall have the right to a grievance as a result of the actions of the Employer.

(b) Upon completion of the probationary period, an employee's seniority shall be effective the first date of employment.

9.03 Maintenance of Seniority:

Seniority shall be maintained and accumulate during absence due to:

1. Layoff;
2. Illness, or non-compensable accident covered by approved leave of absence or wage indemnity benefits;
3. Authorized leave of absence;
4. Absence from employment on approved Union business; and
5. Compensable illness or accident covered by W.C.B. Wage Loss benefits.

9.04 Cancellation of Seniority

Seniority will be lost if an employee:

1. voluntarily leaves the employ of the Employer;
2. is discharged for cause;
3. fails to report for work within five (5) calendar days of recall from layoff or fails to return to work from an authorized leave of absence;
4. is absent without leave **for three (3) or more consecutive days;**
5. has been laid off and;
 - Employees with less than two (2) years' service shall retain their seniority for a period of nine (9) months,
 - Employees with two (2) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months, or, accepts any severance pay they may be entitled to at any time during their layoff.

9.05 Lay-off and Recall

(a) In the event that a reduction in the regular workforce is deemed necessary, the Employer shall first **affect** the lay-off in the area or department of the Employer where the lay-off is required. The Employer shall first lay-off the employee with the least seniority within the particular classification.

(b) Five (5) working days' notice of lay-off shall be given to each employee to be laid off. The notice shall be given in writing, except no notice shall be given to those employees who are recalled from lay off for periods of less than five (5) days' work.

(c) In the event of work shortages, the Union and the Company shall meet to discuss alternatives to lay off, including shorter work days/work weeks. Any changes to the hours of work must have mutual agreement of the Parties.

9.06 In the event of reduction and/or lay off, an employee may use their seniority to bump into the job of another employee with less seniority in another classification, however the senior employee bumping the junior employee must have the requisite qualifications, skill and ability to be able to perform the work efficiently of the employee they displace.

9.07 Recall From Lay-off

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

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

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

9.08 Seniority Lists

The Employer shall prepare a seniority list of all employees and present the list to the Union within thirty (30) days of the signing of the Agreement. (Being this is the first Collective Bargaining Agreement the parties shall agree on the seniority prior to the commencement of negotiations and a ratification vote being completed) These lists will commence with the most senior employee and carry downwards to the most junior employee and contain the following information:

1. Employees name;
2. Employees date of hire;
3. Employees **posted** classification;
- 4. Employee's phone number;**
- 5. Employee's email address.**

The Employer shall revise and post a seniority list every six (6) months and provide an updated list to the local union upon request.

9.09 Posting Provisions

In the event that a new job or classification is created or a vacancy occurs within the bargaining unit, the Employer shall post a notice of the position available for five (5) calendar days notifying that a vacancy exists. All vacancies shall be awarded by seniority where the pre-requisites skills and ability and or the qualifications, skills and ability to perform the work is equal, seniority shall be the deciding factor.

For clarity on pre-requisites skills and ability the following departments/jobs will apply;

- Warehouse Operator
- Packaging Operator
- Blending Operator
- Yard Operator

Note – Plant Operator Entry Level – Employee awarded the posting shall register for the Power Engineer Class – 4

For clarity on qualifications, skills and ability the following departments/jobs will apply:

- Plant Operator Power Engineer II and higher – Shall possess a minimum Power Engineer Class – 4 certification
- Transportation Operator – Certification in either class 3 or class 1 (may require air brake endorsement)
- Millwright and Electricians – Red Seal Certification
- Lab Technician/Quality Control – Post-secondary education in chemistry or related field.

Employees desiring the position shall then apply, in writing, within the posting period for the position. The employee awarded any of the positions shall be trained in all aspect of the job.

9.10 Vacancies, New Positions or Transfers

The Employer, when filling vacancies or new positions or offering transfers, shall apply seniority, provided, however, that the employee who claims the right to exercise their seniority on the above criteria and has the potential to efficiently fulfil the job requirements.

- (a) **The selection of employees under this Article rests with the Employer, subject to this Article, and the grievance and arbitration provisions of this Agreement.**
- (b) **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.**
- (c) **The employer agrees to award the vacancy within fourteen (14) days of the close of the posting.**
- (d) **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 awarded 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.**

- (e) **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).**
- (f) **An employee 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 three (3) months working on the new job. The company shall have the right to delay such request for a period of 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 three (3) months working on the new job.**
- (g) **Employees that transfer to a new position will be eligible to apply for another transfer if they are determined to be the senior, qualified applicant. They will receive the higher rate but not more to the position until such time as they are deemed competent in their current position or a period of one year has elapsed, whatever is sooner.**

9.12 Employee(s) on lay-off may apply for and be considered for any position or vacancies of which they become aware of which may arise at the Employer.

ARTICLE 10 HEALTH AND SAFETY

- 10.01**
- a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
 - b) A Joint Health & Safety Committee for the workplace shall be established in accordance with the following:
 1. it must have at least four (4) **union representatives selected by the Union for one of each of the following departmental groupings: Transport and Yard (1), Blending, Packaging and Lab (1), Operations (1), Maintenance (1).**
 2. at least half the members must be worker representatives;
 3. The Union shall elect two (2) employees as representatives to the Joint Health & Safety Committee;
 4. There shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.
 - c) The Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.

10.02 (a) Occupation Health and Safety Committee

It is agreed that Part 3 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.

- (b) The Company agrees to fully cooperate with the JOHSC and shall provide them with full access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Committee.
- (c) **Reporting Unsafe Conditions**
The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.
- (d) Co-chairpersons of the Joint Committee shall accompany all government inspectors during inspections and investigations.
- (e) **Joint Health and Safety Committee Recommendations**
The employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the Joint Health and Safety Committee.
- (f) **Health and Safety Education Leaves**
The Company shall provide two (2) days of paid educational leaves in each year for members of the Joint Committee to attend Health, Safety and Environmental courses that will enhance Committee member skills and understanding so that they more effectively participate in health & safety responsibilities.
- (g) **Unresolved Safety Issues**
The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

10.03 Notification of Injury or Illness

- (a) Any employee suffering an injury or illness must report immediately to First Aid and the Employer as soon as possible.
- (b) The Union co-chairperson of the Joint Committee shall be notified immediately of each injury or illness.
- (c) 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 Occupational Health & Safety Committee investigation at the workplace. Furthermore, the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Company shall provide full access to the workplace.

10.04 Injured Employee - Daily Earnings

- (a) Where an employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the employee not return to work on that day, the Company shall maintain the employee's normal daily earnings for the day of injury.
- (b) The Company shall provide transportation at no cost to the employees if medical treatment is required.

- 10.05** (a) Adequate washroom, lunchroom and, where necessary, locker facilities shall be provided by the Company and kept in a sanitary condition. The lunchroom shall be supplied with hot/cold water, coffee cups, microwave oven, stove with oven and refrigerator.
- (b) The Company shall ensure that all buildings are adequately heated and ventilated.

10.06 First Aid Training

The Company will pay the cost of training and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants. **The Employer will pay up to three (3) first aid attendants required for adequate coverage throughout the year and to ensure adequate coverage per WorkSafe BC Regulations. First Aid Attendants will be required to be designated and perform the First Aid function in order to receive the following premiums.**

Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid to all employees.

- (a) A premium of **sixty cents (\$.60)** per hour will be paid to all employees who have Level 2 certification. During the term of this Collective Agreement, the parties will jointly determine, with the assistance of WorkSafe BC, whether Level 3 certification is required or not at the site of the operations.

10.07 Safety Equipment

- a) The Company shall provide at no cost to the worker all items of personal protective equipment required by Regulation.
- b) Personal protective equipment must:
 - i) Be selected and used in accordance with the recognized standards and provide effective protection;
 - ii) Not in itself create a hazard to the wearer;
 - iii) Be compatible, so that one item of personal protective equipment does not make another item ineffective;
 - iv) Be maintained in good working order and in a sanitary condition.

- c) If an evaluation of workplace conditions is required to determine appropriate personal protective equipment, the evaluation must be done in consultation with the joint committee and the worker who will use the equipment.
- d) The Company shall provide safety boots for all employees that are employed by the Company for a maximum of \$250.00 through the Company safety boot voucher program. Furthermore, the Company shall supply replacement boots as needed due to the wear and tear from chemicals within the workplace.
- e) The Company recognizes that employees working in the yard may be exposed to severe weather, therefore, the Company agrees to provide, at no cost to the employees. Winter safety boots, insulated gloves and insulated coveralls.

10.08 Right to Refuse Unsafe Work

- a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.
- c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.12 of the Occupational Health and Safety Regulation, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless
 - i. the Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,
 - ii. The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - iii. The other worker has been advised of their right to refuse unsafe work
- d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

10.09 Laundry and Repairs

The Company agrees to pay the cost of laundering and repairs to coveralls provided to employees. Truck drivers shall be supplied with Terrapure shirts and pants for each days' work to wear during their working hours.

10.10 Pregnant or Nursing Employees

- a) An employee who is pregnant or nursing may cease to perform their job if they believe that, by reason of the pregnancy or nursing, continuing any of their current job functions may pose a risk to their health or to that of the fetus or child. On being informed of the cessation, the employer, with the consent of the employee, shall notify the work place joint health and safety committee.
- b) The employee must consult with a qualified medical practitioner of their choice as soon as possible to establish whether continuing any of their current job functions poses a risk to their health or to that of the fetus or child.
- c) For the period during which the employee does not perform their job under subsection (a), the employer may, in consultation with the employee and the union, reassign the employee to another job that would not pose a risk to their health or to that of the fetus or child.
- d) The employee, whether or not they have been reassigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job.

10.11 Return to Work/Stay at Work

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 11 STATUTORY PROVISIONS

- 11.01** The Employer agrees that an employee shall be provided a Shop Steward prior to discharging or suspending any employee.
- 11.02** The Union shall have the exclusive use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting paper, notices, etc., which may be of interest to Union members.
- 11.03** Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by courier, facsimile or email addressed to Employer at its registered address at *130 Forester Street, North Vancouver B.C. V7H 2M9*. Any notice to be given by the Employer to the Union under the terms of this Agreement shall be given by courier, facsimile or email addressed to the Secretary of the Union at its registered address at #202 – 9292 200th Street Langley, British Columbia V1M 3A6.

- 11.04** When the Employer finds it necessary to discharge a Shop Steward, the Union Staff Representative shall be notified prior to such discharge.
- 11.05** The Parties agree that they shall form a Joint Labour Management Committee which shall meet **at the request of either party** for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.
- 11.06** Prior to accessing the plant or the operations of the Employer, a Union Representative shall first obtain permission from the Employer. Permission shall not be unreasonably withheld. The Union agrees that there shall be no undue disruption of normal operations. It is understood that permission is not to be construed as unlimited free access and will be subject to a non-disclosure agreement. All visitors will be required to go through the regular safety orientation and wear appropriate PPE.

ARTICLE 12 LEAVES OF ABSENCE

12.01 Bereavement Leave - Compassionate Leave

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

The term "*immediate family*" shall mean spouse (including common-law spouse or same sex partner), parents, step parents, children, step children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, nieces and nephews. The Employer may request a proof of death.

12.02 Jury Duty

- a) If an employee is summonsed or subpoenaed for Jury Selection, Jury Duty or as a Crown Witness in a Provincial or Supreme Court proceeding, the Employer shall grant the employee leave of absence and shall pay the difference between the straight time hourly rate and the monies received for Jury Duty.
- The employee must show satisfactory proof of such summons or subpoena and the monies received for attendance. This paragraph shall also apply to probationary employees.
- b) An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Employer and advise the Employer of their discharge from duty. The employee may be required to report to their shift upon their discharge from duty.

- c) An employee who reports for Jury Duty, Jury Selection or as a Crown Witness pursuant to a Summons from the Court, shall be deemed to be on a scheduled shift while so engaged by the Court and shall be credited and entitled with all provisions within the Collective Agreement except for WCB coverage and time spent on Jury Duty will not be counted towards any overtime.

12.03 Union Leave

- a) The Company shall grant, unpaid leave of absence(s), subject to operational needs, to employees who are appointed or elected to Union office. 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 shall grant unpaid leave of absence, subject to operational needs, to employees who are elected as representatives to attend Union meetings, Union Education, Union conventions, etc. in order that they may carry out their duties on behalf of the Union. With respect to any unpaid leave of absence granted, in this section the Employer shall continue to pay each employee(s) their regular wages and benefits then invoice the Union for all such wages and benefits. The Union shall reimburse the Employer in the amount invoiced as soon as possible but not less than thirty (30) days from the receiving the invoice.
- c) 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 shall be given due notice in writing; in the case of (a) thirty (30) calendar days; and in the case of (b), ten (10) calendar days.

12.04 Maternity and Parental Leave

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

12.05 Flex Days

All regular employees shall be entitled to ten (10) flex days per calendar year of the contract. Flex days can be used at the employees' discretion provided all their vacation and any other paid time off is exhausted, and shall not be unreasonably denied when requested. These flex days are considered non-paid days.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01** The Employer agrees to recognize the Stewards specified in Article 17, and the USW Representatives specified in Article 2, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 13.02** The Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) work days after the subject of such grievance occurred or either party became aware of any action or condition that may be a violation of the Collective Bargaining Agreement. The limitation period shall apply to all differences arising between the parties hereto relating to the interpretation, application, operation, or alleged violation of this Agreement. The foregoing limitation shall not apply to payroll errors of a continuing or recurring nature.
- 13.03** A "Group Grievance" is defined as a single grievance signed by a Steward or USW Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 3. The grievers shall be listed on the grievance form.
- 13.04** A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or operation of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party directly to arbitration under Article 14, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 13.05** The Company and the Union mutually agree that, when a grievance arises in the operation under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved, with or without a Shop Steward, or the Shop Steward on behalf of the individual shall first take up the matter with the supervisor directly in charge of the work within seven (7) work days after the date on which the **alleged infraction occurred** or on which the employee ought to have known or been aware of the action or circumstances giving rise to the grievance. **The employee shall provide all details of the alleged infraction to the Supervisor including dates, times and any other relevant information. The Supervisor shall provide a written reasoned response within seven (7) working days of the notice of grievance.**

Step Two

If a satisfactory settlement is not reached at Step One within seven (7) work days, the Shop Steward shall take up the grievance with either the Human Resources Department or Branch Manager, or both, as designated by the Company. The parties shall meet to discuss the grievance within seven (7) work days after step one has been completed. A **detailed** statement in writing of the alleged grievance, shall be given to either party concerned, by the grieved party. The Employer shall notify the griever and the Union Representative of their decision in writing within five (5) workdays following the said meeting. **The Employer shall provide a written reasoned response to the griever and the Union Representative within five (5) workdays following the said meeting.**

Step Three

If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management. The parties shall meet within the next seven (7) work days unless they agree otherwise and if no settlement is reached proceed to step four. **The Employer shall provide a response to the griever and the Union Representative within five (5) workdays following the said meeting. All termination grievances shall proceed directly to Step Three of the grievance procedure.**

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 14. The Arbitrator referred to in this Article shall not have the authority to amend, modify, alter or in any way change this Collective Agreement.

- 13.06** The time limits specified in Article 13.05 above may be extended by mutual agreement between the Employer and the Union.

ARTICLE 14 ARBITRATION

- 14.01** Within ten (10) calendar days of referral to arbitration, where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the Parties may after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

14.02 Any matter referred to arbitration, as provided in 14.01 hereof, shall be submitted to a single Arbitrator selected from the following list or to an Arbitrator mutually agreed to by the Parties:

1. Corrin Bell
2. Judy Corbin
3. Julie Nichols
4. **Ken Saunders**
5. **Elaine Doyle**
6. Jessica Gregory

14.03 The Arbitrator shall have the authority to act as a mediator/Arbitrator upon application of either Party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.

14.04 The Arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list, or selected by mutual agreement.

14.05 The Arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Company carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

14.06 If, during the life of this Agreement, one of the Arbitrators named in 14.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.

14.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

14.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

14.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or to amend any of the provisions of this Agreement.

14.10 A claim by an Employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring Parties or determined by the Arbitrator as the case may be.

- 14.11 (a)** The Union and the Company agree to the following expedited grievance/arbitration procedure to deal with any grievances the parties agree are of a time sensitive nature. The parties agree that discipline and discharge grievances are time sensitive unless agreed otherwise in a particular circumstance. Either party can elect to remove a discipline or discharge grievance from this expedited process, the parties will meet with 14 calendar days of the filing of a discipline or discharge grievance to attempt to resolve the grievance.
- (b)** For the grievances other than discipline or discharge, the following will apply:
- i)** The grieving party will notify the other party in writing of the desire to use the expedited process.
 - ii)** The responding party will reply within 5 business days and indicate whether it agrees to use the expedited process.
 - iii)** Following this agreement, the parties will meet and attempt to resolve the grievance within 14 calendar days.
- (c)** If the parties are unable to reach agreement, the grieving party may refer the matter to arbitration within 30 days of the meeting described above. The date for the hearing will be scheduled as soon as possible after the submission to arbitration. The parties will select an arbitrator who is able to provide prompt hearing dates.
- (d)** Prior to the hearing, the parties shall determine which, if any, of the facts relevant to the grievance are in dispute, and shall endeavour to submit a statement of agreed facts.
- (e)** The parties shall file written briefs to the arbitrator, with a copy to the other party. Such briefs will be filed at least two (2) business days prior to the hearing. Such briefs will contain:
- i)** A summary of the facts, including any “will-say” statements of witnesses
 - ii)** A list of the documents upon which the party will be relying
 - iii)** A statement of the issue
 - iv)** The requested remedy
 - v)** The legal argument or arguments supporting the party’s position, including brief reference to any applicable authorities.
- (f)** All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (g) There shall be no formal evidence rules except to the extent that the arbitrator deems necessary to ensure a fair hearing.
- (h) The Arbitrator shall render their written decision within five (5) work days following the date of the hearing. The decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion.
- (i) The parties shall engage an arbitrator on terms of reference that include a description of the process as set out above. The arbitrator's terms of reference will also stipulate that the Arbitration shall have the obligation of ensuring that all necessary facts and considerations are brought before them by the representations of the parties and that the hearing process is fair.
- (j) Where appropriate, the parties may combine grievances to have more than one grievance heard in a single day hearing.
- (k) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article 14.03 of this Agreement except where modified in this Article.
- (l) The Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator.
- (m) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party unless the parties agree otherwise in writing.
- (n) The Arbitrator should be selected from one of the list of arbitrators indicated below, unless agreed between the parties, the arbitrator with the earliest availability will be selected:

 - (i) Corrin Bell
 - (ii) Ken Saunders
 - (iii) Amanda Rogers
 - (iv) Elaine Doyle
 - (v) Jessica Gregory

ARTICLE 15 SEVERANCE AND TERMINATION PROVISIONS

15.01 SEVERANCE PAY

The Employer shall provide Severance Packages to employee's equal to **ten (10)** days for each year of continuous service **to a maximum of one hundred (100) days**, and thereafter in proportional increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable:

- (i) On a permanent closure.
- (ii) At the employee's option this severance pay may be taken once an employee(s) lay-off has exceeded six (6) months up to the expiry of an employee's recall rights, twenty-four (24) months from the date of lay-off. It is understood that if an employee chooses to take severance pay then his recall rights are automatically expired.
- (ii) The Employer agrees to pay out severance pay within forty-eight (48) working hours of the employee's request.

ARTICLE 16 HEALTH & WELFARE BENEFIT PLANS

- 16.01** (a) The Health and Welfare Benefits are as per Appendix "B". The Company shall pay 100% of the costs for providing the Health and Welfare Benefits with the exception of Long-term Disability premiums. The Company may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix "B".
- (b) Upon layoff, members who are currently covered under group insurance benefits program, shall be eligible for continued coverage through the layoff period under the following conditions:
- (i) Eligibility for disability (STD/LTD) coverage shall cease immediately once layoff commences. Coverage for all other benefits shall be maintained for a maximum of 120 days from the first day of layoff.
 - (ii) Eligible employees shall have benefits reinstated on their first day back to work, provided they are covered under benefits plan on the date the layoff commenced. Eligibility for benefits is determined by the benefit plan contract.

ARTICLE 17 SHOP STEWARDS

- 17.01** The Union is entitled to appoint or elect from among the employees three (3) Shop Stewards and three (3) alternates.
- 17.02** The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.
- 17.03** The Shop Stewards first obligation is the fulfilment of their responsibilities as an employee. During working hours, on any operating shift, not more than one (1) Shop Steward is entitled to engage in Union activities other than the approved reporting of and resolution of grievances.
- 17.04** The function of Shop Stewards is to consider, investigate and attempt to resolve formal grievances. If in the course of investigating a formal grievance a Steward requires time during working hours of their shift, they must first obtain the permission of their supervisor. Such permission shall not be unreasonably withheld or denied.
- 17.05** Where such permission is granted, the reasonable time spent by the Shop Steward shall be deemed as time worked.
- 17.06** The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of his duties on behalf of the Union.

ARTICLE 18 DISCIPLINE & DISCHARGE OF EMPLOYEES

- 18.01** 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.
- 18.02** A Union representative shall be present at any step of the disciplinary procedure. Any employee(s) who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward.
- 18.03** The employee, the Shop Steward or Unit Chairperson 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 within twenty-four (24) hours of the taken action.

18.04 RELIEF

All written warnings, reprimands and suspensions shall be rescinded and removed from the employee's personnel file, after a period of **twelve (12)** months after the date of issued disciplinary action and shall not be used against the employee thereafter provided no further disciplinary action of a similar nature has been issued.

All written warnings and reprimands 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 six (6) months. A suspension shall remain on the employee's file for eighteen (18) months.

18.05 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 Shop Steward;
2. A Written Warning - copy to Shop Steward;
3. A Suspension without pay (specified time frame) - copy of notice to Shop Steward;
4. Discharge - copy of notice to Shop Steward.

Stages of the progressive discipline policy maybe bypassed for serious infractions.
All discipline shall be administered by Management.

ARTICLE 19 EDUCATION TRUST FUND

- 19.01** (a) The Company shall contribute to the Union the sum of three cents (\$0.03) per hour per employee for each hour worked for education and training of Union members.
- (b) The money shall be made payable to Local Union 2009 Education and Training Fund, #202 — 9292 — 200th Street. Langley, BC, V1M 3A6 and shall be remitted by the 15th of each month for the previous month and the Company shall provide necessary information regarding amounts paid for each employee.
- (c) **Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Union determines appropriate regarding the operation and administration of the Fund.**
- (d) **The Fund will provide funding for the purpose of Union education, which may include:**
- (i) **Grievance Handling**
 - (ii) **Collective Bargaining**
 - (iii) **Conflict Resolution**
 - (iv) **Facing Management**

- (v) Environmental Issues
- (vi) First Nations Issues
- (vii) Advanced Stewards Training
- (viii) Communication Skills
- (ix) Leadership Training
- (x) Economic Issues
- (xi) Benefits Training
- (xii) Healthy & Safety
- (xiii) Union History

ARTICLE 20 HUMANITY FUND

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

United Steelworkers
 National Office
 234 Eglinton Avenue E., 7th Floor
 Toronto, Ontario
 M4P 1K7

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

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

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

ARTICLE 21 VANCOUVER STEELWORKER PENSION PLAN

The Employer will maintain the current RRSP Plan for those employees who wish to continue self-contributions to such.

21.01 Effective May 1, 2020, the Company shall participate into the Vancouver Steelworkers Pension Plan (“the Steelworkers Pension Plan”) on behalf of each employee who shall participate as a member of the Vancouver Steelworkers Pension Plan as a condition of employment, and shall make contributions as per Article 21.

21.02 The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Company shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article.

21.03 **Effective April 1, 2022 — the contributions shall be two dollars and forty cents (\$2.40) per all hours worked.**

Effective April 1, 2023 — the contributions shall be two dollars and fifty cents (\$2.50) per all hours worked.

Effective April 1, 2024 — the contributions shall be two dollars and sixty cents (\$2.60) per all hours worked.

21.04 The contributions shall be delivered by mail (or such other method as may be agreed to) to the Steelworkers Pension Plan by the Company within 15 days after the end of each calendar month in which the pay period ends, or as soon as reasonably possible thereafter.

21.05 Upon reasonable request by the Trustees of the Steelworkers’ Pension Plan (the “Trustees”), the Company shall provide all information necessary to satisfy the Trustees that the Company is properly calculating and remitting contributions in accordance with this article. Such information will include, but may not be limited to:

- i) a complete list of all employees in the bargaining unit in a given month, inclusive of employees who were hired after the commencement of the month and employees who were laid off or whose employment was terminated prior to the expiry of the month; and;
- ii) or each employee listed, a list of the hours worked and social insurance number for each employee.

- 21.06** The Company shall provide to the Trustees such information as is necessary to enable the Trustees to properly administer the plan, including, without limiting the generality of the foregoing, all documentation and information as may be reasonably requested and which is necessary to calculate pension entitlements for beneficiaries and to enable the Trustees to comply with the Pension Benefits Standards Act.
- 21.07** The Union agrees that other than making contributions to the Steelworkers Pension Plan and providing information to the Trustees as required by articles 21.05 and 21.06 above, the Company has no other obligations with respect to the Steelworkers Pension Plan whatsoever.
- 21.08** The Company will pay the pension contribution for employees granted leave of absence under Article 12- Leave of Absences.
- 21.09** The Company shall pay pension contributions for employees who are absent from work and in receipt of Workers' Compensation benefits.
- 21.10** In accordance with government legislation, the Company will not make any further pension contributions on behalf of any employee starting in the calendar year after he/she reaches the age of seventy-one (71).

ARTICLE 22 DURATION OF AGREEMENT

22.01 The Parties hereto mutually agree that this Agreement shall be effective from and after **the 1st day of April, 2022, to midnight the 31st day of March, 2025**, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the **31st day of March, 2025**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

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

Signed this ____ day of _____, 2022.

On Behalf of the Company:

On Behalf of the USW Local 2009:

APPENDIX A WAGE RATES

			April 1, 2022 \$2.00/hour	April 1, 2023 3.68%	April 1, 2024 3.5%
Maintenance	Classification				
Millwright III/Pipefitter III	Journeyman		\$50.08	\$51.92	\$53.74
Electrician III	Journeyman		\$50.08	\$51.92	\$53.74
Warehouse/Finished Product					
Blending Operator	Operator III		\$37.74	\$39.13	\$40.50
Warehouse Operator	Operator II		\$34.25	\$35.51	\$36.75
Packaging Operator	Operator I		\$29.80	\$30.90	\$31.98
Packaging Operator	Operator 1		\$27.74	\$28.76	\$29.77
Yard Operators					
Yard Operator	Operator II		\$34.25	\$35.51	\$36.75
Yard Operator	Operator I		\$29.80	\$30.90	\$31.98
Operations					
Plant Operator	Power Engineer III		\$58.83	\$60.99	\$63.13
Plant Operator	Power Engineer II		\$52.60	\$54.54	\$56.44
Plant Operator	Power Engineer I		\$47.44	\$49.19	\$50.91
Plant Operator	Power Engineer-Entry		\$42.70	\$44.27	\$45.82
Transportation Operators					
Finished Products	Long Haul		\$35.22	\$36.52	\$37.80
Oil Collection	Short Haul		\$34.57	\$35.84	\$37.10
Laboratory/Quality Control					
Lab Technician	Lab Tech III		\$39.67	\$41.13	\$42.57
Lab Technician	Lab Tech II		\$36.85	\$38.21	\$39.54
Lab Technician	Lab Tech I		\$34.41	\$35.68	\$36.92

Note: For the current Transportation Operators see Letter of Understanding Number 1.

Pay Periods

All above listed employees shall be paid an annual salary based on working 2080 hours (40 Hours per week) in a calendar year for their regular hours of work. All employees shall be paid bi-monthly (24 Pay Periods per Year) with 86.67 regular hours of work being paid every pay period. All overtime hours shall be paid at the appropriate overtime rate and added to that employees pay for that pay period.

(Ticket Premium)

The Company shall pay a ticket premium of \$30.00 every pay period to all Power Engineers who possess their 4th Class Power Engineering Ticket or better, and to all Journeyman Tradesmen who possess their Interprovincial Red Seal.

Shift Differential Premium (Plant Operators)

The company shall pay a shift differential premium of **\$110.00** every pay period to all Power Engineers who are working on the 9 Day shift cycle of Two (2) Twelve (12) hour Days, Two (2) Twelve (12) hour Nights followed by 5 days of rest. The premium is **\$110.00** paid every pay period.

Training Premium

Employees required to train other co-workers shall be paid fifty (\$0.50) per hour for **the entire shift**.

Lead-Hand / Supervisory Work

A 6% premium of the basic classification rate will be paid to workers for temporary assignments of a supervisory or lead-hand nature. The employer will not unreasonably withhold such an assignment.

This includes:

- a) Manager Relief - When a worker is taking on all or any portion of the Manager Duties while the Manager is away on any sort of leave.
- b) When supervising or leading contractors during shutdowns and capital projects.
- c) **If the Employer requires a Maintenance Journeyman to write and FLHA/Work Permit/Isolation Record for a contractor performing work on site under the permit, the Maintenance Journeyman will direct the work of the contractor and will be paid the lead hand premium. The premium shall apply while the lead hand is leading the contract employee. The lead hand is required to be the point of contact and is required to provide direction as necessary.**

APPENDIX B BENEFITS

Extended Health Care – Contract Number 0109151 (Manulife)

Benefit Year January 1 to December 31

Deductible None

Reimbursement Level

Drug Care Plan Included

Prescription Drugs 90%

Once the amount of expenses not reimbursed under this plan as a result of the application of the deductible or the reimbursement percentage has reached \$1,000 for a person in a benefit year, eligible expenses incurred by that person will be paid at 100% for the remainder of the benefit year.

Drugs covered under this plan must have a Drug Identification Number (DIN) and be approved under *Drug evaluation*.

We will cover the following drugs and supplies that are prescribed by a doctor or dentist and are obtained from a pharmacist:

- Drugs that legally require a prescription
- Life-sustaining drugs that may not legally require a prescription
- Injectable drugs and vitamins
- Compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN
- Diabetic supplies
- Drugs for the treatment of infertility, up to a lifetime maximum of \$15,000 per person
- Vaccines
- Intrauterine devices (IUDs) and diaphragms
- Varicose vein injections
- Anti-obesity drugs

There are drugs and treatments that are not covered, even when prescribed. Please refer to the Extended Health Care section of this booklet for details.

Dispensing Fee Eligible expenses for the dispensing fee are limited to \$9 for each prescription or refill.

Drug substitution limit We will not cover charges above the lowest prices equivalent drug unless we specifically approve them. To assess the medical necessity of a higher priced drug, we will require the covered person and the attending doctor to complete and submit an exception form.

For employees residing in Quebec, for drugs listed in the Regie de l'assurance-maladie due Quebec (RAMQ) drug formulary, charges in excess of the lowest priced equivalent drug do not count towards the RAMQ out-of-pocket maximum unless we specifically approved the charges for the higher priced drug.

Quebec drug insurance

<i>Plan</i>	Any conditions under this plan that do not meet the requirements under the Quebec drug insurance plan are automatically adjusted to meet those requirements.
<i>In-province hospital</i>	100% of the difference between the cost of a ward and a semi-private room up to a maximum of \$150 per day
<i>Convalescent hospital</i>	100% up to \$20 per day for a maximum of 180 days for treatment of an illness due to the same or related causes
<i>Out-of-province emergency Services</i>	100%
	<i>Emergency Travel Assistance included</i>
	<i>Time limit – 60 days after the date the person leaves the province where the person lives</i>
	<i>Lifetime maximum of \$3,000,000 per person for out-of-Canada services</i>
<i>Out-of-province referred Services</i>	80%
<i>Medical services and Equipment</i>	80% - for dental services following an accident 100% - for all other eligible expenses
<i>Paramedical services</i>	80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below: <ul style="list-style-type: none"> • Massage therapists • Naturopaths • Acupuncturists • Dieticians • Osteopaths or osteopathic practitioners, including a maximum of one x-ray examination each benefit year • Chiropractors, including a maximum of one x-ray examination each benefit year • Podiatrists or chiropodists, including a maximum of one x-ray examination each benefit year 80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below: <ul style="list-style-type: none"> • Speech therapists • Psychologists or social workers • Psychotherapists
	Sun Life will also cover 80% of the costs for services of a licensed physiotherapist up to a maximum of \$800 per person per benefit year.
<i>Visual therapy</i>	100% up to a lifetime maximum of \$300 per person
<i>Vision Care</i>	Contact lenses, eyeglasses or laser eye correction surgery – 100% up to a maximum of \$300 per benefit year for a person under age 18 or over a period of 2 benefit years for any other person. Contact lenses for the treatment of specific medical conditions – 100% up to a maximum of \$300 per benefit year for a person

	under age 18 or over a period of 2 benefit years for any other person.
Maximum benefit	Lifetime maximum benefit for Prescription drugs - \$1,000,000 per person
Best Doctors services	Included
Termination	When you retire or reach age 70, whichever is earlier.

Dental Care – Contract Number 0109151 (Manulife)

Benefit Year	January 1 to December 31
Deductible	None
Fee Guide	The current fee guide for general practitioners in the province where the employee lives, regardless of where the treatment is received
Reimbursement level	
<i>Preventative procedures</i>	90%
<i>Basic procedures</i>	90%
<i>Major procedures</i>	50%
<i>Orthodontic procedures</i>	50%, only for children under age 18
Maximum benefit	
<i>Benefit year maximum</i>	\$2,000 per person A separate lifetime maximum (below) applies to Orthodontic expenses
<i>Lifetime maximum</i>	Orthodontic procedures - \$2,000 per person
Termination	When you retire or reach age 70, whichever is earlier

Health Spending – Contract Number 0109151 (Manulife)

Benefit year	March 1, 2019 to December 31, 2019 and then from January 1 to December 31
Credits	\$300 at the beginning of each benefit year
Prorating	If your coverage starts after the benefit year begins, your credits are adjusted based on the number of months remaining in that benefit year
Eligible expenses	Expenses that are considered eligible medical, hospital and dental expenses under the Income Tax Act (Canada) and are not paid, or not paid in full, under your group plan, your spouse's plan or any government-sponsored plan
Termination	When you retire or reach age 70, whichever is earlier

Short Term Disability*Eligibility*

Self-Insured (Employer paid)

First day of employment for all regular permanent full-time hourly and salaried employees.

Coverage

First day of injury and illness for a maximum period of seventeen (17) continuous weeks (1-1-17).

Employees will continue to receive one hundred percent (100%) regular rate of pay for the first five (5) consecutive days of injury or illness and eighty percent (80%) regular rate of pay for the remainder of the period.

Any disputes regarding the benefit eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

Long-Term Disability – Contract Number 119793 (Manulife)**Maximum Amount**

65% of the first \$2,250 of your monthly basic earnings, plus 50% of the next \$3,500, plus 45% of the balance of your monthly earnings, if any, up to a maximum benefit of \$12,000. The maximum amount may be reduced by benefits and payments provided from other sources as described in the *Long-Term Disability section of this booklet*.

Cost of Living Adjustment

Your Long-Term Disability payment will be increased in January of each year to reflect the average increase, if any, in the Canadian Consumer Price Index over the 12-month period ending 3 months prior to the date of any adjustment. Any percentage increase to your benefit payment cannot exceed 3%. In the event of deflation, we will not decrease your benefit payment.

Elimination period

120 days

Maximum benefit period

The period ending on the last day of the month in which you reach age 65

Benefits may also end on an earlier date as specified in the *Long-Term Disability section of this booklet*.

Termination

The day you reach age 65 less the elimination period or the day you retire, whichever is earlier.

Tax status Your employer has indicated that this disability plan is an employee-pay-all plan which means all required premium is paid by the employees covered under the plan. Therefore, the benefit payments are not taxable income.

Critical Illness- Contract Number 119793 (Manulife)

Amount \$10,000
Termination When you retire or reach age 70, whichever is earlier.
 In addition, your coverage will end on the date a Critical Illness benefit is paid for a covered condition which you sustain.

Life – Contract Number 119793 (Manulife)

Employee Life

Amount 2 times your annual basic earnings rounded to the next higher \$1,000. Maximum - \$1,000,000
Proof of good health Approval required for coverage in excess of \$600,000, and any increase in that coverage of 25% or more or \$25,000, whichever is greater.
Reduction Coverage is reduced to 50% of the above amount when you reach age 65.
 If you continue, or begin, to work after having reached age 65, we calculate the amount for which you would have been eligible if you had not already reached age 65, and it is that amount that will be used to determine if you have to submit proof of good health; then, we apply the above reduction clause to calculate the amount for which you are eligible.
Termination When you retire or reach age 70, whichever is earlier.

Dependent Life

Amount Spouse - \$10,000
 Child - \$5,000
Termination When you retire or reach age 70, whichever is earlier.

APPENDIX C PLANT PROCESS OPERATORS

The Employer agrees on the following for employees working Twelve (12) hour day and night shifts as Plant Process Operators.

Shift

Plant Process Operators work on a 9-day shift rotation that consists of a cycle of four (4) days of work (two (2) days and two (2) nights) and 5 days of rest. The shifts shall be twelve (12) hours worked from 7:00am to 7:00pm for days, and 7:00pm to 7:00am for nights.

Manning/Coverage

Every shift will consist of a minimum of two (2) Plant Process Operators.

The two (2) Plant Process Operators can be any of the following combinations of Power Engineer Classifications.

- a) Two (2) Power Engineer III
- b) One (1) Power Engineer III and One (1) Power Engineer II
- c) One (1) Power Engineer III and One (1) Power Engineer I
- d) Two (2) Power Engineer II
- e) One (1) Power Engineer II and One (1) Power Engineer I

Premiums

The following premiums will apply to Plant Process Operators working the twelve (12) hour day and night shifts.

- a) An overtime premium paid at the rate of 1.5x the basic classification rate for 4.58 hours will be added to every pay period for any employee working on a twelve (12) hour shift rotation.
- b) A premium of \$1.00/hour will apply to the Power Engineer III plant process operator that holds the title of Chief Engineer for performing the added responsibilities and duties of the Chief Engineer.
- c) A premium of \$1.50/hour will apply to the Power Engineer III who is trained to be the Radiation Safety Officer (RSO) for performing the added responsibilities and duties of the Radiation Safety Officer.

Twelve (12) Hour Shift Schedule

A minimum of nine (9) Plant Process operators are required to complete a nine (9) day shift rotation.

The nine (9) day shift schedule will be as follows.

For reference:

Process Operator 1 - A

Process Operator 2 - B

Process Operator 3 - C

Process Operator 4 - D

Process Operator 5 - E

Process Operator 6 - F

Process Operator 7 - G
 Process Operator 8 - H
 Process Operator 9 – I

It is understood that the Employer retains the right to schedule a qualified floater to backfill process Operators for the purpose of vacation and time off in accordance with Article 6.06 (a) and 6.08.

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9
Day Shift 1	A	I	H	G	F	E	D	C	B
Day Shift 2	B	A	I	H	G	F	E	D	C
Night Shift 1	C	B	A	I	H	G	F	E	D
Night Shift 2	D	C	B	A	I	H	G	F	E
Rest Day 1	E	D	C	B	A	I	H	G	F
Rest Day 2	F	E	D	C	B	A	I	H	G
Rest Day 3	G	F	E	D	C	B	A	I	H
Rest Day 4	H	G	F	E	D	C	B	A	I
Rest Day 5	I	H	G	F	E	D	C	B	A

Safety Meetings

Shift Employees who optionally attend a Safety Meeting that is scheduled on a day that is normally one of their days of rest, will be paid a Call-In premium of four (4) hours Straight Time pay. The shift employee will only be required to attend the Safety Meeting in its entirety and will not be expected to perform or be assigned any other work. The shift employee is free to leave after completion of the Safety Meeting.

Call-back

Any shift employee who is called back to work to work on a day that have already worked a scheduled twelve (12) hour shift will be paid a minimum of two (2) hours call-in pay paid at double time (2x) the regular rate of pay.

Overtime

Overtime will be paid at a rate of Double Time (2x) the regular rate of pay for all hours worked beyond their regularly scheduled twelve (12) Hour Shift.

A Shift Employee who comes into work on one of their regularly scheduled Days of Rest, will be paid at a rate of one and a half time (1 ½ X) the regular rate of pay for any hours worked up to sixty (60) hours in a nine (9) day cycle. Any hours over sixty (60) hours in a nine (9) day cycle will be paid at a rate of double time (2x) the regular rate of pay. **For clarity, the nine-day cycle begins on the employees' first regularly scheduled day of work in the nine-day rotation.**

Overtime Scheduling

The employer and the union agree that, with regards to process operators working on the 9-day shift Rotation, it is ideal that operators get multiple continuous days of rest between scheduled shifts. This is for the safety and well-being of the process operators and for the continued safe operation of the plant. The following guidelines should be adhered to for the scheduling of overtime shifts.

- A. Overtime shifts must first be offered to the employees whose regularly scheduled shift is inline with the offered overtime shift, provided this corresponds with allowable pairings outlined in the Mann/Coverage section of Appendix C. (i.e. working an extra day before their regular shift begins, or working an extra night after their regular shift would have been over.

It is possible for the inline employee to work multiple overtime shifts in a row as being the inline employee for one overtime shift can potentially make them the inline employee for another overtime shift (i.e. working 2 overtime day shifts before commencing their regularly scheduled day shift, or working 2 overtime night shifts after their last regularly scheduled night shift).

- B. If the inline employee is not available to cover the shift, it should be offered to the next employee that would be inline to minimize disturbances to process operators' days of rest. Again, provided this corresponds with allowable pairings outlined in the Manning/Coverage section of Appendix C. (i.e. working the extra day shift, having a day of rest, then beginning your regularly scheduled day shift, or finishing your regular scheduled night shift, have a day of rest, then coming in for an extra night shift.
- C. If neither of the 2 inline employees in "A" and "B" the shift shall be offered to remaining available employees based on seniority competency. If no operators are available to work the shift, the employer will schedule the junior employee (with regards to allowable pairings) to fill the shift.
- D. There must be a minimum period of 24 hours rest between switching between day and night shifts, or night and day shifts.

Definitions

Junior Operators – Process Engineer Entry and Process Engineer I

Senior Operators – Process Engineer II and Process Engineer III

The employer is required to post an Entry position in the following circumstances;

The department can manage eleven (11) positions total for a “Full House”, this includes one (1) Entry Level position.

The department must have at least eight (8) Senior Operators in active employment to maintain adequate coverage of the facility.

The employer will consider a Junior Operator to be a part of the eight (8) Senior Operators as defined herein if there is a short window of time before they become a qualified Senior Operator (not more than 6 months until they can advance to an Operator II). This six (6) month timeline will be agreed to by the Junior Operator, the Chief Engineer, and the Operations Supervisor or District Manager. All three (3) must agree.

If the employer is in a position whereby they need to fast track a hire because they are short of Senior Operators, the employer reserves the right to hire a Process Engineer I with a ticket from outside the bargaining unit.

Vacations

When a shift operator has vacation hours that are not evenly divisible by twelve (12) and leaves a partial day remainder, the shift employee has the option to either;

- a) By default; the remaining hours of vacation pay if less than twelve (12) total hours will be paid out on the last pay period of the year; or
- b) With management’s authorization based on a written request, the remaining hours can be carried over and added to the next years vacation allowance.

Pension

A (Forty) 40-hour work week will be used to calculate employer contributions to the shift employees USW Pension Plan. Overtime hours will continue to count hourly towards the employees USW Pension plan as well.

Layoff

Four (4) working days’ notice of lay-off shall be given to each Process Operator working the 12-hour shift rotation. The notice shall be given in writing, except no notice shall be given to those employees recalled from lay off for periods of less than four (4) days work.

Progression

Power Engineer Entry:

This posted position requires the employee to immediately enroll in the correspondence course offered by BCIT for 4th Class Power Engineering. This shall be done before commencing work in the Operations Department. The candidate shall be allowed up to two (2) years to achieve their Class 4

Power Engineer Certification. Any time worked for the company in any other position outside of the Operations department shall not count towards the two (2) year time limit.

The employee will advance to Power Engineer 1 when the following conditions are met:

- a) After completing a minimum of twelve (12) months, and
- b) Successful completion of the 4th Class Power Engineering Course, and
- c) Successful completion of the required Technical Safety BC Exams, and
- d) Receiving certification as a Class 4 Power Engineer

***On successful completion of the training program, and submission of receipts to the employer, the employer agrees to reimburse the employee the costs of the program and all associated course materials in full (Only on first attempt).**

****If the employee is unsuccessful at their first attempt to complete the 4th Class Power Engineer program, they shall be allowed a second attempt to complete the course within the two (2) year time limit. The company will not be responsible for reimbursing an employee for failed attempts.**

*****If a second attempt to complete the 4th Class Power Engineer Program is unsuccessful, the employer has the right to demote the employee to their previous job class. Upon demoting the employee the employer shall make a new job posting for a Power Engineer Entry position. It is understood that the demoted employee will no longer be able to apply for the position.**

Power Engineer I

Requires a 4th Class Power Engineering certificate or higher.

After three (3) years as a Power Engineer I the employee can make a written request to be tested for advancement to Power Engineer II.

Testing will comprise of:

- A written exam describing the operation of required processes
- A multiple choice test
- A demonstrated ability assessment

Power Engineer II

Requires a 4th Class Power Engineering certificate or higher and successful completion of the required testing.

After three (3) years as a Power Engineer II the employee can make a written request to be tested for advancement to Power Engineer III.

Testing will be similar in nature to the testing required for advancement from Power Engineer I to Power Engineer II, with a different set of skills being tested.

Power Engineer III

Requires a 4th Class Power Engineering certificate or higher and successful completion of the required testing.

Can apply to become the Chief Engineer and/or Radiation Safety Officer if positions become available. The successful employee(s) will receive the associated premium pay for the position once awarded the title and having completed any necessary training.

Where the Operator, Chief Engineer, and the Operations Supervisor or District Manager agree, the employee may challenge the test to advance to the next level sooner than the progression timeline outlined above.

Where an Operator does not feel ready to challenge the test and take on the responsibility of the next level, they can indicate this and let their supervisor know when they feel they are ready.

APPENDIX D MAINTENANCE – ON CALL

When designated by management, a maintenance employee shall make themselves available to answer calls and to come into work on weekends, holidays and weekdays to keep the plant running during non-scheduled hours. They will be considered the on-call employee.

Weekend On-Call Employee

Beginning Friday at 3:00 p.m. and ending Monday at 7:00 a.m.

The weekend on-call employee shall receive six (6) hours on-call pay at the straight time rate for being available to come into work.

Weekday On-Call Employee

From the end of the shift at 3:00 p.m. until the beginning of the next shift at 7:00 a.m. the next morning.

The weekday on-call employee shall receive two (2) hours on-call pay at the straight time rate for being available to come into work.

Holiday On-Call Employee

The on-call employee shall receive four (4) hours on-call pay at the straight time rate for being available to come into work on observed statutory holidays.

Upon being called and it being decided that the maintenance employee must come into work, the maintenance employee shall receive two (2) hours pay at the established overtime rate. This pay commences when the employee arrives on site.

The employee is expected to be available to answer all calls at times during their on-call period, or to call back within a reasonable amount of time.

The employee is expected to respond to being called in to work within one (1) hour of it being decided that they must come into work, within reason.

If the work is completed before two (2) hours has passed, then the employee will not be expected to stay on to complete their time doing any work unrelated to the callout. If another breakdown happens before this two (2) hours is up, the employee will continue to be paid at the established overtime rate.

If the callout happens late at night, and the employee works past 11:00 p.m. before a day where they are normally scheduled for work in the morning, the employee will be allowed eight (8) hours of rest before reporting for their regularly scheduled shift. They will not be penalized for any missed time/earnings.

If a late-night callout occurs and continues into a regularly scheduled shift, the employee has the option to stay for the duration of their regular shift, at the established overtime rate, or head home after the work has been completed and not be penalized for any missed time/earnings.

The Maintenance employees on-call shall be distributed equitably among maintenance employees.

APPENDIX E - LABORATORY/ QUALITY CONTROL PROGRESSION

Lab Tech 1

- a) Post-secondary education in Chemistry or related field
- b) After twelve (12) months of experience, the employee will advance to Lab Tech 2. The employee should be able to demonstrate ability to apply standard test method procedures.

Lab Tech 2

- a) Advancement after two (2) more years of experience the employee will advance to Lab Tech 3 and/or;
- b) Demonstrated competency:
 - Fully functional in all aspects of lab duties
 - Understand, interpret and advise on all off-spec results for lab testing results
 - Detailed understanding of refinery process operation related to sample test results
 - Ability to formulate, modify and correct blended lubricant formulations. Advanced knowledge of blended products and additives
 - Provide technical services to other departments such as trial blends, technical experiments, product recommendations
 - Provide routine and in-depth trouble shooting and maintenance for lab equipment
 - Update lab safety manual, SOP's and SDS database. Maintain lab database

Lab Tech 3

- a) Can apply to become the Radiation Safety Officer (RSO) if positions become available. Employee will get the associated premium pay for the position once awarded the title and having completed any necessary training.

LETTER OF UNDERSTANDING # 1

BETWEEN: **REVOLUTION ORS LP (TERRAPURE ENVIRONMENTAL)**
(hereinafter referred to as "the Company")

AND **UNITED STEELWORKERS**
On Behalf of Local No. 2009
(hereinafter referred to as "the Union")

Re: Current Transportation Operators

The parties agree that the current Transportation Operators with over ten (10) years of service shall be Blue Circled at their regular rates' of pay as of April 1st 2020, For clarity, Blue Circled means there will be no increases to wages for the term of the agreement, however, **Rick Lepore, Scott Wells and Roger Jerger** shall receive quarterly lump sum payments in each year of the agreement on all hours worked inclusive of overtime on the amounts below **at the compounded wage increase rates negotiated in this agreement.**

Rick Lepore, Scott Wells and Regan Jerger current wage rate as of April 1st 2022 is \$37.50

- **Year one (1) they shall receive additional three dollars and twenty-three cents (\$3.23) for all hour worked**
- **Year two (2) they shall receive additional four dollars and seventy-three cents (\$4.73) for all hour worked.**
- **Year three (3) they shall receive additional six dollars and twenty-one cents (\$6.21) for all hours worked.**

The quarterly lump sum payments shall be made on the first pay period following the months of June, September, December and March.

Signed at _____, BC this _____ day of _____, 2022

**REVOLUTION ORS LP
TERRAPURE ENVIRONMENTAL**

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009**

