

COLLECTIVE BARGAINING AGREEMENT

PRINCE GEORGE

E360s

AND



MARCH 1, 2023 to FEBRUARY 28, 2026

COLLECTIVE AGREEMENT

BETWEEN:

ENVIRONMENTAL 360 LTD (Prince George)

(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")

March 1, 2023 – February 28, 2026

Errors & Omissions Excepted

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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 9203 Rock Island Road, Prince George, B.C. V2N 5T4 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

Employees whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, subject to one or more of the following exceptions:

- a) to do test work and tune-up work on new or modified equipment;
- b) for instructional purposes;
- c) for the purpose of experimentation;
- d) for the development of new methods or products;

- e) **for specialized projects not normally within the realm of day to day plant production;**
- f) **to do necessary work where the utilization of employees cannot be effected quickly enough to sustain necessary production in the various departments;**
- g) **for emergency purposes, repairs and maintenance.**

PROVIDED that none of the foregoing exceptions will alter the conditions of employment of employees to their detriment.

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.

2.05 For Administrator and scheduling positions only, the Employer may utilize excluded personnel where one or both employees are absent from the workforce as is the current practise.

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 layoff employees and to discipline, suspend and discharge employees for just and reasonable cause. **The Employer in carrying out their obligations under this Agreement, shall not discriminate in matters of hiring , training, promotion , demotion , classifying , transfer, assign, reassign and or layoff otherwise because of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, or conviction of a criminal or summary conviction offence unrelated to employment. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.**
- (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 Employer 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 Employer in writing to deduct Union dues from their pay. The Union will provide a Check-off Authorization to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers Local 2009 at Unit # 202 – 9292 200th Street Langley B.C. V1M 3A6.
- (b) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Employer 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).
- (d) **All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.**
- (e) **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 Employer 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 Employer of any changes in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer'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:

**United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario, Canada
M5L 1K1**

- (d) The monthly remittance shall be accompanied by a completed USW-R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by email to:
 - (i) United Steelworkers, Local Union 2009
- (f) The Employer 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 Employer 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 off the site (Truck Driver / IFO) shall not cause lay-offs to those bargaining unit employees.

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 one (1) member of the Bargaining Unit to their Negotiating Committee. The employer agrees to pay all costs associated with wages/benefits accrued by the employees of the Employer while preparing for and while in negotiations.

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 **higher rated** classification for all hours worked in the **higher rated** classification.

ARTICLE 6 HOURS OF WORK AND REST PERIODS

6.01 (a) Yard Operator 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. Regular shift will consist of 8 hours a day, Monday to Friday, from 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. with a non-designated unpaid thirty (30) minute lunch period. Senior employees will have the preference over the shift. On occasion the Employer may need to change and employee's regular start and stop time and it shall give the employee a minimum sixteen (16) hours' notice of the change before doing so.

(b) **Transport Operator Shifts**

The work week shall be forty (40) hours a week and the work days shall consist of five (5) eight (8) hour shifts Monday to Friday. The eight (8) hour shift from Monday to Friday shall start between 4:30 am to 8:00 am and end between 12:30 pm and 4:00 pm with a non-designated unpaid thirty (30) minute lunch period. The drivers have the option to work through their lunch period and the overtime provision shall not apply in 6.01 (f). The employer shall give each driver twelve (12) hours' notice of their actual start time between the above listed hours.

Employees required to perform work on an overnight stay shall be provided the following:

- a) Single room accommodations
- b) WCB coverage for out-of-Province work
- c) The Employer shall provide credit cards to drivers for their meals. A daily maximum of \$60.00 **shall be allowed.**
- d) Drivers shall not drive for periods longer than is allowed under Provincial or Federal regulations where applicable.

(c) **Administrative Assistant / Dispatch Customer Service**

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 Monday to Friday 8:00 am to 4:30 pm with a non-designated unpaid thirty (30) minute lunch period.

(d) **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.

(e) **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.

- (f) 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. However, if no other time is provided for their break(s) overtime shall be paid for the time worked. In no event shall any employee be required to work more than five (5) hours without a scheduled lunch break.

(g) **Alternate Shifts**

Where the Employer may require an alternate shift, which may include hours less or greater than the above-mentioned shifts (a), (b) & (c), all

details of the shift(s) shall be worked out and agreed to with the local Union prior to any implantation 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.

- (h) 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. Truck drivers while out of town and where their vehicles are in the need of repair will, be guaranteed eight (8) hours of pay for the day. In the event the employee resumes driving that day, hours spent on repairs will not be considered as "worked time" for the purpose of calculating overtime, but rather will be payable at straight time.
- c) Notification attempts to the employee's last known telephone number shall be recorded in a log book by the Supervisor. The Employer shall provide the Union a copy of the call log upon request.

6.03 **Call-Out**

- a) In the event that an employee is called in to work outside their scheduled shift on a day in which an employee is scheduled to work or has worked, they shall be paid at overtime rates for the hours worked outside of their scheduled shift with a minimum payment of **four (4)** hours at time and one-half (1½) of their regular rate of pay.

- b) **On-Call**

Yard Operators that perform the on-call duties shall be paid two (2) hours at their regular straight-time rate for all days they are assigned to be on-call. **Yard Operators that perform the on-call duties shall be paid three (3) hours at their regular straight-time rate for all days they are assigned to be on call during weekends or holidays.**

On-call employee(s) that are provided with a cell phone by the Employer need to be available at all times of the day and night for emergency calls. As per status quo, the on-call duties shall be shared weekly (Tuesday to Tuesday) between two (2) Operators based on seniority and competency. When no designated on-call employees are available to perform the duties, the Employer can schedule a junior employee in the classification to fulfil the on-call duties. When an on-call employee is called in, they will be paid in accordance with Article 6.03 (a).

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.

(b) **Weekly Overtime**

Overtime is paid to an employee for approved hours worked in excess of forty (40) in any week at the rate of time and one-half (1½X) the regular rate of pay.

(c) **Overtime distribution**

Equal opportunity for overtime shall mean that once an appropriate list is established, overtime assignments will be offered to employees on the applicable department lists in accordance to their seniority and competency considered. 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.

6.06

Shift Schedules

Shift schedules shall be posted by the Employer in an area for all employees to see.

6.07

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

6.08

When employees work over two (2) hours of unplanned overtime they shall be allowed a one-half (½) hour paid meal break.

6.09

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) hours Statutory Holiday pay depending on an employee(s) regular schedule.

7.02

Statutory Holidays to be observed by this Agreement are:

New Years 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.

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 Employer 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.

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 Employer 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. **The cost of such medical certificate will be borne by the Employer.**

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":

- (i) regular scheduled shift worked;
- (ii) absence due to Workers' Compensation Board approved claim and for which the employee is in receipt of Workers' Compensation Board wage loss benefits;
- (iii) approved annual vacation pursuant to Article 8;
- (v) Employer sponsored training days;
- (vi) absence due to verified illness or approved disability leave of less than thirty (30) days.

7.05

All Holidays within this article shall be provided to the Union and posted annually. Any discrepancies shall be worked out between the Employer and the Union.

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 vacation year.
- (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 vacation year.
- (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 gross earnings for the vacation year.

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.

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 for the calendar years January 1st to December 31st must be requested by the employees by December 15th prior to January 1st of new calendar year. Employees shall fill out the appropriate vacation tracking sheet to request their vacations. Weeks of vacation requests shall be scheduled prior to request for day(s) of vacation. All requests submitted by December 15th shall be scheduled by seniority. The Employer shall approve employees' requests and post a confirmation of the employees' vacation schedule no later than January 15th of the following year. Once confirmed, no changes can be made to the vacation schedule without the approval of the employee.

Employees who have their vacation scheduled by the Employer in accordance with this Article, or who request a change after January 2nd shall not be entitled to later bump another employee's selected vacation time. All vacation requests after January 15th 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.

- (b) 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 (with the exception of the carry over days as per 8.04 below) 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.

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 provided the employee returns to full active employment;
- (ii) absence due to illness 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 forty-five (45) working days within ninety (90) 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;
5. has been laid off and;

- Employees with less than two (2) years' service shall retain their seniority for a period of months (9) months,
- Employees with less than 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 effect 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) **When an employee is permanently laid off or terminated (other than for cause) and the group termination provisions (Section 64) of the Employment Standards Act do not apply, employees will be provided the equivalent written working notice or paid in lieu of the required notice in accordance with the following:**
- (i) **after three (3) consecutive months of employment one (1) weeks' notice or pay in lieu of;**
 - (ii) **after twelve (12) months of continuous employment two (2) weeks' notice or pay in lieu of;**
 - (iii) **after 3 years of continuous employment three (3) weeks' notice or pay in lieu of; and**
 - (iv) **for each additional year of continuous employment, one additional week's notice or pay in lieu of; to a maximum of eight (8) weeks.**
- (c) In the event of work shortages, the Union and the Employer 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 effected 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 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:

(a) 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.

(b) 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.

9.09 **Seniority Lists**

The Employer shall prepare a seniority list of all employees and present the list to the Union **upon request**. **The Union shall not request an updated seniority list more than four (4) times per year**. These lists will commence with the most senior employee and carry downwards to the most junior employee and contain the following information:

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

9.10

Posting Provisions

- a) 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. **When there is more than one applicant for the vacancy and each applicant has the sufficient ability, skill, qualifications, special training, and experience required to perform the job, seniority shall be the deciding factor.**
- b) **The selection of employees under this Article rests with the Employer, subject to this Article, and the grievance and arbitration provisions of this Agreement.**
- c) **The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.**
- d) **The employer agrees to award the vacancy within fourteen (14) days of the close of the posting.**
- e) **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 sixty (60) working days after the vacancy was awarded or as soon thereafter as possible. Should the business needs change, within the sixty (60) 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.**
- f) **In the event the cancelled job is reposted within sixty (60) 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).**
- g) **An employee(s) who fills a vacancy, under this section, and after having worked on such job, should the employee desire to return to the job from which they were transferred, they must make such request before the expiration of one hundred and eighty (180) working hours 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 one hundred and eighty (180) regularly scheduled working hours completed of the transfer. The Parties agree that in the event an employee returns to the job from which they were transferred (for any reason) the Employer maintains the right to terminate an employee who was hired to backfill that original position if a surplus staff compliment is created.**

9.11

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.

Any employee who fills a vacancy or new position shall be on a trial training period for up to one hundred and eighty (180) working hours.

9.12 New or Changed Job Classification

- a) **If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in Appendix A, or if any job classification(s) have been overlooked in this Appendix A, the Parties hereto are agreed to negotiate a rate for the job(s) in question.**
- b) **If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.**

ARTICLE 10

HEALTH AND SAFETY

10.01 (a)

The Employer 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 Worker Health and Safety Representative shall be established in accordance with the following:

i) One (1) worker representative for the Union.

ii) One (1) employer representative for the Employer.

(c)

The worker and employer representatives shall have the same duties and functions as a joint committee, to the extent practicable.

10.02 (a)

Occupational Health and Safety Committee

It is agreed that Part 2 of the BC *Workers Compensation Act*, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The employer and the Union agree to abide by those provisions unless this agreement provides otherwise.

(b)

The Employer agrees to fully cooperate with the Worker and Employer Representatives 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 and Refusal of Unsafe Work**

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) The representatives shall accompany all government inspectors during inspections and investigations.

(e) **Representatives Recommendations**

The employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the worker representatives.

(f) **Health and Safety Education Leaves**

The Employer shall provide one (1) day of paid educational leave in each year for worker representatives to attend Health, Safety and Environmental courses that will enhance the members skills and understanding so that they more effectively participate in health & safety responsibilities.

(g) **Unresolved Safety Issues**

The Workers Representatives 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 as soon as possible.

(b) The Workers Representatives 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 Workers Representatives 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 Employer 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 Employer shall maintain the employee's normal daily earnings for the day of injury.

- (b) The Employer 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 Employer and kept in a sanitary condition. The lunchroom shall be supplied with hot/cold water, coffee cups, microwave oven, toaster oven and refrigerator.

- (b) The Employer shall ensure that all buildings are adequately heated and ventilated.

10.06 **First Aid Training**

The Employer understands the importance of having qualified First Aid attendants and, therefore, agrees to train all employees at level one.

10.07 **Safety Equipment**

- (a) The Employer 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 representatives and the worker who will use the equipment.

- (d) The Employer shall provide safety boots for all employees that are employed by the Employer for a maximum of \$250.00 through the Employer safety boot voucher program. Furthermore, the Employer shall supply replacement boots as needed due to the wear and tear from chemicals within the workplace.

- (e) The Employer recognizes that employees working in the yard/drivers may be exposed to severe weather, therefore, the Employer agrees to provide, at no cost to the employees. Winter safety boots, insulated gloves and insulated coveralls. Employer shall continue to supply the current clothing for summer and winter scheduling.

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 **must not require or permit another worker to do the refused work unless**
 - a) **the matter has been resolved under section 3.12 (3), (4) or (5), or**
 - b) **the employer has, in writing, advised the other worker and a person referred to in section 3.12 (4)(a), (b) or (c) of all of the following:**
 - (i) **the refusal**
 - (ii) **the unsafe condition reported under section 3.12 (2);**
 - (iii) **the reasons why the work would not create an undue hazard to the health and safety of the other worker or any other person;**
 - (iv) **the right of the other worker under section 3.12 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 Employer agrees to pay the cost of laundering and repairs to coveralls provided to employees.

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 representatives.
- (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 and the Union, USW Local 2009, and the Health and Safety Representatives (the Parties) recognize their moral and legal responsibilities towards employees with disabilities. The Parties shall, through consultation and a cooperative partnership, develop a Return to Work/Accommodation Program consistent with Disability Prevention principles and compliant with all applicable legislation including the BC Human Rights Code.

The goal of the program is to establish a work environment that promotes health & safety and healthy lifestyles, decreases the risk of injury or illness, and enhances the quality of life.

The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undue hardship on the parties. The program shall be applied fairly and consistently and ensure that every attempt is made to provide reasonable accommodation that reintegrates an employee back to their pre-disability position. The Return to Work /Accommodation Program will apply to mental health issues and be treated in the same fashion as physical injury or illness.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

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 *9203 Rock Island Road, Prince George B.C. V2N 5T4*. 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 least once every two (2) months (or monthly if necessary) until this Agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.

11.06 Prior to accessing the plant or the operations of the Employer, 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. **However, should an employee need to travel more than five hundred (500) kilometres to attend a funeral of an immediate family member, the employee shall be entitled to two (2) extra paid days.**

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, **niblings and piblings**. The Employer may request a proof of death.

Funeral Leave

An employee will be granted one (1) day of paid leave per calendar year to attend a funeral or celebration of life.

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 Employer 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 Employer within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Employer 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 **twelve (12)** flex days per calendar year of the contract. Flex days can be used at the employees' discretion and shall not be unreasonably denied when requested. These flex days are considered non-paid days.

12.06

Domestic and Family Violence Leave

- a) **In the event an employee experiences domestic and/or family violence they will be entitled during each calendar year to**
- (i) **up to five (5) days of paid leave,**
 - (ii) **up to five (5) days of unpaid leave, and**
 - (iii) **up to fifteen (15) weeks of additional unpaid leave**

Notwithstanding the above, the Employer also agrees that requests for sick leave, vacation, and any other paid leave of absences submitted by the employee in order for them to deal with issues related to domestic or family violence shall not be unreasonably denied.

- b) **The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.**
- c) **The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic or family violence.**
- d) **When necessary, the Union may recommend to the Employer workplace training strategies, including risk assessments, safety plans and training. The Employer will implement timely and effective processes for responding to situations.**
- e) **The Employer will ensure that the employee is aware of the EFAP services and assist if necessary with referrals to other appropriate support services.**
- f) **The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements as are reasonable in the circumstances.**

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 grievors 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 USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 13.05** The Employer 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 employee is notified orally or in writing, or on which the employee ought to have known or been aware of the action or circumstances giving rise to the grievance. **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 Employer. The parties shall meet to discuss the grievance within seven (7) work days after step one has been completed. A statement in writing of the alleged grievance, shall be given to either part concerned, by the grieved party. The Employer shall **provide a written reasoned response** to the griever and the Union Representative of their decision in writing 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 7 work days unless they agree otherwise. **The Employer shall provide a written reasoned 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** By mutual agreement the parties may extend the time limits in Article 13.05 and will endeavour to do so in writing. The absence of written confirmation does in no way prejudice the validity of the grievance and/or the extension. All time limits after Step 1 shall be considered directory and not mandatory.

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. **Jessica Gregory**
 3. Julie Nichols
 4. **Arne Peltz**
 5. **Amanda Rogers**
 6. Ken Saunders
- 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 Employer 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 or 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 Employer'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.

Expedited Arbitration

- 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. Unless the parties have agreed to remove a discipline or discharge grievance from this expedited process, the parties will meet within 14 calendar days of the filing of a discipline or discharge grievance to attempt to resolve the grievance.

For grievances other than discipline or discharge, the following will apply. The grieving party will notify the other party in writing of the desire to use the expedited process. The responding party will reply within 5 business days and indicate whether it agrees to use the expedited process. This agreement will not be unreasonably withheld. Following this agreement, the parties will meet and attempt to resolve the grievance within 14 calendar days.

- (b)** The parties agree that the purpose of Expedited Arbitration is for the fair and quick settlement of disputes. This process will be used where the grievance does not require a complex decision which would establish a new principle or precedent in the relationship between the parties and will not result in a lengthy hearing.
- (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 endeavor to submit a statement of agreed facts.
- (e) The parties shall file written briefs to the arbitrator, with copy to the other party. Such briefs will be filed at least two (2) business days prior to the hearing. Such briefs will contain:

 - A summary of the facts, including any “will-say” statements of witnesses
 - A list of the documents upon which the party will be relying
 - A statement of the issue
 - The requested remedy
 - 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) workdays 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 Arbitrator shall have the obligation of ensuring that all necessary facts and considerations are brought before them by the representatives 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 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) **Arne Peltz.**
 - (v) **Jessica Gregory**
 - (vi) **Tonie Beharell**

ARTICLE 15 SEVERANCE AND TERMINATION PROVISIONS

15.01 SEVERANCE PAY

- (a) **An Employee whose services are terminated due to a merger, sale, consolidation, or a permanent suspension of operations will receive at the time of reduction, severance pay** equal to five (5) days for each year of continuous service and thereafter in increments of completed months of service with the Employer. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable:
- (b) At the employee's option this severance pay may be taken at the time of lay-off or at the expiry of an employee's recall rights or at any time between the time of lay-off and the expiry of recall rights. It is understood that if an employee chooses to take severance pay then **their** recall rights are automatically expired.
- (c) 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 The Health and Welfare Benefits are as per Appendix "B". The Employer shall pay 100% of the costs for providing the Health and Welfare Benefits with the exception of Long-term Disability premiums. The Employer may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix "B".

ARTICLE 17 SHOP STEWARDS

- 17.01** The Union is entitled to appoint or elect from among the employees one (1) Shop Stewards and one (1) alternate.
- 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 Employer shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Employer.
- 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. **A copy of any termination letter will also be sent directly to the Union Hall.**
- 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 the 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 Employer 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 **and Union.**

Stages of the progressive discipline policy maybe bypassed for serious infractions. All discipline shall be administered by Management, **and subject to the grievance process.**

ARTICLE 19

EDUCATION TRUST FUND

19.01 (a)

The Employer 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 Employer shall provide necessary information regarding amounts paid for each employee.

ARTICLE 20

HUMANITY FUND

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

United Steelworkers
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

- 21.01** Effective date of ratification, the Employer 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 Employer 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, 2023 — the contributions shall be one dollar, sixty-eight cents (\$1.68) per all hours worked.**
Effective April 1, 2024 — the contributions shall be one dollar, sixty-eight cents (\$1.68) per all hours worked.
Effective April 1, 2025 — the contributions shall be one dollar, sixty-eight cents (\$1.68) 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 Employer

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 Employer shall provide all information necessary to satisfy the Trustees that the Employer 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 Employer 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 Employer has no other obligations with respect to the Steelworkers Pension Plan whatsoever.

21.08 The Employer will pay the pension contribution for employees granted leave of absence under Article 12- Leave of Absences.

21.09 The Employer 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 Employer 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 March 1, **2023** to midnight the 28 day of February, **2026**, 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 28th day of February, **2026**. 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 AT LANGLEY, B.C, THIS 15th DAY OF April 2023.

**FOR UNITED STEEL WORKERS
(on behalf of USW Local 2009)**

**FOR E360S
(on behalf of the Company)**

APPENDIX "A"

JOB CLASSIFICATION AND WAGE RATES

Department	Classification	Rate Ending Feb. 28, 2023	Mar, 1, 2023	Mar, 1, 2024	Mar, 1, 2025
Truck Driving			\$1.25 increase	3.5% increase	3.5% increase
	Transportation Op. III	\$35.00	\$36.25	\$37.52	\$38.83
(after 24 months)	Transportation Op. II	\$34.00	\$35.25	\$36.48	\$37.76
	Transportation Op. I	\$30.45	\$31.70	\$32.81	\$33.96
	Field Tech	\$32.50	\$33.75	\$34.93	\$36.15
	Swing Driver	\$30.45 or higher rate per Article 5	\$31.70	\$32.81	\$33.96
Yard					
	Lead Yard Operator	\$35.00	\$36.25	\$37.52	\$38.83
	Yard Operator III	\$31.00	\$32.25	\$33.38	\$34.55
(after 24 months)	Yard Operator II	\$28.93	\$30.18	\$31.24	\$32.33
	Yard Operator I	\$25.00	\$26.25	\$27.17	\$28.12
Office					
(after 24 months)	Admin Asst II	\$26.94	\$28.19	\$29.18	\$30.20
	Admin Asst I	\$22.84	\$24.09	\$24.93	\$25.80
(after 24 months)	Dispatcher II	\$31.72	\$32.97	\$34.12	\$35.32
	Dispatcher I	\$27.41	\$28.66	\$29.66	\$30.70

Transportation Operators will receive a fifty cent an hour (\$0.50/hr.) for any time worked that requires a Class 1 license.

APPENDIX B

BENEFITS

All benefits to commence once an employee has completed thirty (30) days of employment unless otherwise stated in this agreement.

Extended Health Care – Policy # 177618 Contract Number 50991

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.

<i>Dispensing Fee</i>	Eligible expenses for the dispensing fee are limited to \$9 for each prescription or refill.
<i>Drug substitution limit</i>	<p>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.</p> <p>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.</p>
<i>Quebec drug insurance 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>	<p>100%</p> <p><i>Emergency Travel Assistance included</i></p> <p><i>Time limit – 60 days after the date the person leaves the province where the person lives</i></p> <p><i>Lifetime maximum of \$3,000,000 per person for out-of-Canada services</i></p>
<i>Out-of-province referred Services</i>	80%
<i>Medical services and Equipment</i>	<p>80% - for dental services following an accident</p> <p><i>100% - for all other eligible expenses</i></p>
<i>Paramedical services</i>	<p>80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below:</p> <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:

- 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.

Visual therapy

100% up to a lifetime maximum of \$300 per person

Vision Care

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 – Policy # 177618 Plan Document # 50991

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

Preventative procedures

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
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Termination	When you retire or reach age 70, whichever is earlier
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Health Spending – Policy # 177618 Plan Document # 50991

Benefit year	January 1 to December 31
Credits	\$300 at the beginning of each benefit year. Any remaining credits will be carried forward for covered expenses incurred in the following plan year. If they are not used for expenses incurred in that plan year, they are automatically forfeited.

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
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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
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Termination	When you retire or reach age 70, whichever is earlier
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Short Term Disability	Self-Insured (Employer paid)
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<i>Eligibility</i>	First day of employment for all regular permanent full-time hourly and salaried employees.
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<i>Coverage</i>	First day of injury and illness for a maximum period of seventeen (17) continuous weeks (1-1-17).
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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. Forms shall only be provided for medical absences of greater than three (3) days.

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 – Policy #177618 Plan Document #50991

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 <i>Long-Term Disability section of this booklet</i> .
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 <i>Long-Term Disability section of this booklet</i> .
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- Policy #177618 Plan Document #50991

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 – Policy #177618 Plan Document #50991

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.

Employee Accidental Death, Dismemberment and Specific Loss

An amount equal to your Life Insurance

BENEFIT CHANGES

All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Health & Welfare benefit providers. Benefit levels shall not be reduced or negatively adjusted except for negotiations of the Parties.

LETTER OF UNDERSTANDING #1

BETWEEN

ENVIROMENTAL 360 SOLUTIONS

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009

RE: – MENSTRUAL PRODUCTS

Whereas:

- 1. Menstrual products constitute necessary items that are essential to the health of a large proportion of Canadians. Providing menstrual products to menstruating persons reduces lost work hours and increases productivity.**
- 2. Providing free menstrual products to menstruating persons can improve employee morale and show that an organization cares about its employees' well-being and increases the ability for the organization to improve ratings on "Best workplaces for women" and other workplace ratings.**
- 3. Employees who find themselves without access to menstrual products during working hours, may turn to unsuitable improvised measures such as using toilet paper or paper towels to act in place of tampons or pads. Also, employees may use menstrual products that go beyond the recommended time frame, and it is these types of situations that pose severe health hazards for menstruating persons.**

Now therefore:

- 1. The Parties agree to enter into a Pilot Project on the stocking and/or providing of free menstrual products for menstruating persons working at E360 Solutions.**
- 2. The Pilot Project will commence within sixty (60) days of ratification of the collective agreement and be in effect for a six (6) month duration from the date of its commencement.**
- 3. The Company will provide menstrual products without charge to its menstruating employees in the workplace and have them in either staff toilet facilities or an area accessible to menstruating persons. The Company will also provide a disposal container for menstrual products.**
- 4. The stocking of menstrual products will be maintained and managed as is done for the replacing of toilet paper for the washrooms, it will be added to list of**

items to be ordered and to replenish. The Company will maintain an inventory list for the purpose of measuring the usage of the products and the costs associated.

5. The Parties will meet three (3) months after implementation to discuss any issues or concerns regarding the pilot project.
6. It is agreed that after the six (6) months Pilot Project is complete, the Parties will meet to discuss the potential of either continuing the Pilot Project or completing it with the Company providing its findings.

SIGNED AT LANGLEY, B.C, THIS 15th DAY OF April 2023.

**FOR UNITED STEEL WORKERS
(on behalf of USW Local 2009)**

**FOR E360S
(on behalf of the Company)**

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_____	_____
_____	_____
_____	_____