

COLLECTIVE AGREEMENT

APRIL 1, 2023 - MARCH 31, 2027

encoremmetals



COLLECTIVE AGREEMENT

BETWEEN

ENCORE METALS

AND

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

April 1, 2023 – March 31, 2027

errors & omissions excepted

PREAMBLE6

ARTICLE 1 – BARGAINING AGENCY AND UNION RECOGNITION.....6

 1.01 Bargaining Authority6

 1.02 Non-Bargaining Unit Employees6

 1.03 Recognition and Rights of Stewards6

 1.04 Activities of the Union on Company Time7

 1.05 Access to Operation7

 1.06 Bargaining Committee7

 1.07 Notification to Consultation with Union.....7

 1.08 Notices Between the Employer and Union8

 1.09 Bulletin Board8

 1.10 Union Committees8

ARTICLE 2 – Employee Status8

 2.01 Definition of Employee8

 2.02 Employee Status8

ARTICLE 3 – MANAGEMENT8

 3.01 Management Rights.....8

 3.02 Employment Discrimination9

 3.03 Instruction Procedure.....9

ARTICLE 4 – UNION SECURITY PROVISIONS9

 4.01 Union Shop.....9

 4.02 Union Membership.....9

 4.03 Dues Check-Off10

 4.04 Discharge of Non-members10

 4.05 Initiation Fee11

ARTICLE 5 – HOURS OF WORK11

 5.01 Work Day11

 5.02 Work Week11

 5.03 Work Schedules11

 5.04 Lunch Breaks & Coffee Breaks11

 5.05 Clean Up11

 5.06 Change of Start and Stop Times12

 5.07 Shift Changes12

 5.08 Hours Before and Beyond Regular Shifts12

 5.09 Call-Back12

 5.10 Work Performed on Weekends and Statutory Holidays12

5.11	Guaranteed Day	12
5.12	Work Shortage – Crew Reduction.....	13
ARTICLE 6 –OVERTIME		13
6.01	Overtime Opportunities	13
6.02	Payment of Overtime & Rates.....	13
6.03	Deferred Time Off.....	13
ARTICLE 7 – STATUTORY HOLIDAYS		14
7.01	Designated Statutory Holidays.....	14
7.02	Floating Holiday (Personal Day)	14
7.03	Statutory Holidays that Fall on a Weekend	14
7.04	Entitlement	14
7.05	Holiday Pay	14
7.06	Absence Without Leave Prior to/or After a Holiday	15
ARTICLE 8 – ANNUAL VACATION		15
8.01	Vacation Entitlements	15
8.02	Vacation Scheduling	16
8.03	Vacation Pay	16
8.05	Vacation Pay on Termination.....	16
ARTICLE 9 – LEAVE OF ABSENCE		16
9.01	Injury or Illness	16
9.02	Medical Certificates	16
9.03	Unpaid Leaves of Absence	17
9.04	Bereavement Leave.....	17
9.05	Jury Duty	17
9.06	Union Leave	18
9.07	Elections.....	18
9.08	Gender Based Violence.....	18
ARTICLE 10 – PAYMENT OF WAGES.....		18
10.01	Wage Schedule	18
10.02	Premiums	19
10.03	New or Changed Job Classification	19
10.04	Rate Retention.....	19
10.05	Payday	19
10.06	Pay Slip	19
10.07	Deductions	20
10.08	Payment of Wages - Irregular	20

ARTICLE 11 – SENIORITY.....	20
11.01 Seniority Principles	20
11.02 Seniority Lists	20
11.03 Seniority Maintenance	20
11.04 Retention During Layoff	21
11.05 Cancellation of Seniority	21
ARTICLE 12 – JOB POSTINGS.....	21
12.01 Permanent Job Postings.....	21
12.02 Temporary Job Postings	21
12.03 Delayed Job Applications.....	22
12.04 Selection of Successful Applicant	22
12.05 Trial Period	22
12.06 Return to Formerly Held Job.....	22
12.07 Notice of Successful Applicant.....	23
12.08 Externally Filling Job Openings.....	23
12.09 Temporary Backfill of Office Employees	23
ARTICLE 13 – HEALTH & SAFETY.....	23
13.01 Health & Safety – Responsibility	23
13.02 Regulatory Compliance with Health and Safety	23
13.03 Joint Health and Safety Committee.....	23
13.04 Reporting Unsafe Conditions	24
13.05 Investigations.....	24
13.06 Right to Refuse Unsafe Work	24
13.07 Employees Working Alone.....	24
13.08 Injured Employee – Reporting Procedure	24
13.09 Injured Employee - Transportation.....	24
13.10 Injured Employee - Daily Earnings.....	24
13.11 Washroom and Lunchroom.....	25
13.12 Housekeeping and Sanitation	25
13.13 First Aid Attendants	25
13.14 Clothing and Safety Equipment.....	25
ARTICLE 14 – RESPECT IN THE WORKPLACE.....	25
14.01 Workplace Violence & Harassment.....	25
14.02 Workplace Violence & Harassment Complaint Procedure.....	26
ARTICLE 15 – DISCIPLINE AND DISCHARGE.....	26
15.01 Employer to Prove Just Cause.....	26

15.02	Progressive Discipline	26
15.03	Employee Personnel File	27
ARTICLE 16	– GRIEVANCE PROCEDURE	27
16.01	Definition of Grievance	27
16.02	Grievance Process	28
16.03	Grievance Steps	28
16.04	TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:	29
ARTICLE 17	– ARBITRATION	29
17.01	Arbitration	29
17.02	Cost Sharing	30
17.03	Place of Hearing	30
ARTICLE 18	– HEALTH AND WELFARE BENEFITS	30
18.01	Health and Welfare Plan	30
18.02	Plan Principals	31
18.03	Pension	32
ARTICLE 19	– GENERAL PROVISIONS	32
19.01	Foreman and Charge Hand Identification	32
19.02	Humanity Fund	32
19.03	Education Fund	33
19.04	SOAR Fund	33
19.05	Appendices, LOUs, and MOAs	33
ARTICLE 20	– TECHNOLOGICAL CHANGE, PERMANENT CLOSURES, LAYOFF, AND RECALL	33
20.01	Adjustment Plan	33
20.02	Technological Change	34
20.03	Layoff Notice	34
20.04	Recall Procedure	35
20.05	Severance Pay for Permanent Closure	35
ARTICLE 21	- STRIKES AND LOCKOUTS	35
21.01	Strikes and Lockouts Prohibited	35
ARTICLE 22	- DURATION OF AGREEMENT	35
APPENDIX A	– Wage Schedule	36
APPENDIX B	– Premium Schedule	37
LETTER OF UNDERSTANDING #1	38

This language deletes and replaces the 2020 to 2023 Collective agreement in its entirety:

COLLECTIVE AGREEMENT

BETWEEN: ENCORE METALS

Hereinafter referred to as "The Company"

**AND: UNITED STEELWORKERS
 (ON BEHALF OF LOCAL 2009)**

Hereinafter referred to as "The Union"

PREAMBLE

The purpose of this Agreement is to establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of all Parties to this Agreement.

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

ARTICLE 1 – BARGAINING AGENCY AND UNION RECOGNITION

1.01 Bargaining Authority

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

1.02 Non-Bargaining Unit Employees

(a) Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.

(b) If a grievance originates from this subsection it will be instituted at Step 2 of the grievance procedure.

1.03 Recognition and Rights of Stewards

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

1.04 Activities of the Union on Company Time

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

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

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

- (a) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (b) supervisor of ballot boxes and other related functions during votes;
- (c) attend meetings at the request of the Employer or Joint Consultation Committee; and
- (d) orientation of new employees to the Union.

1.05 Access to Operation

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

1.06 Bargaining Committee

- (a) The Employer agrees to recognize and deal with a Bargaining Committee of not more than two (2) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- (b) The Bargaining Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- (c) The Employer agrees to allow members of the Bargaining Committee the time off work without loss of pay for the purpose of meeting with Employer in the negotiation of the renewal or modification of this Agreement.
- (d) During negotiations for a new Collective Agreement, the Employer shall place employees, members of the Bargaining Committee on the day shift.

1.07 Notification to Consultation with Union

The Employer agrees to notify the Steward if available prior to discharging, laying-off, transferring, promoting or demoting an employee.

1.08 Notices Between the Employer and Union

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

1.09 Bulletin Board

The Union will have the exclusive use of two (2) bulletin boards on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Local Union Representative.

1.10 Union Committees

Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

ARTICLE 2 – Employee Status

2.01 Definition of Employee

The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company at and from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

2.02 Employee Status

(a) "*Probationary Employee*" all new regular employees will be considered probationary from their first day of employment for one hundred and twenty (120) calendar days. Probationary employees do not accrue seniority but will be credited for their time upon completing probation. The probationary period may be extended by thirty (30) calendar days by mutual agreement between the Employer and the Union.

(b) "*Regular Employee*" refers to employees hired as permanent who have passed their probation.

(c) "*Relief Employee*" refers to employees hired for the purpose of relief for vacation, absences due to illness or injury, or for short-term coverage for an unforeseen vacancy until a posted position is filled. Such employees will not acquire seniority or become eligible for benefits or pension. Not more than two relief employees will be hired at one time, and they shall not be retained to work beyond a period of 3 months. Relief employees will not be used on a continuous basis. If a full-time position is available, they will have to re-apply. The principle of first in, last out shall apply among relief employees for the purposes of lay-off, recall and termination. In the event of a lay-off, relief employees shall be laid off before regular employees.

ARTICLE 3 – MANAGEMENT

3.01 Management Rights

Management rights exercised by the Employer, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

3.02 Employment Discrimination

The Employer shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise based on any statutorily protected category under provincial or federal law, or union status in carrying out their obligations under this Agreement.

3.03 Instruction Procedure

Employees will take orders from Management, only when the employees' immediate supervisor is not readily available.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 Union Shop

All employees who entered the employment of the Company within fifteen (15) calendar days after the execution of this Agreement, or fifteen (15) calendar days after entering employment, shall become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. This will be communicated to all new employees and managers by the Company.

4.02 Union Membership

(a) The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (i) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 - 9292 200th Street, Langley, B.C. V1M 3A6, not later than fifteen (15) calendar days following the date of hiring.
- (ii) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (iii) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 3.02 (a)(i).

(b) Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

(c) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local Union 2009.

4.03 Dues Check-Off

- (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:

**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 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.

4.04 Discharge of Non-members

Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

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

4.05 Initiation Fee

New members are required to pay a Union initiation fee as set out by the USW International Constitution and Local 2009's bylaws. The initiation fee shall be eight (8) hours' pay at the base rate of pay.

ARTICLE 5 – HOURS OF WORK

5.01 Work Day

The standard work day will consist of eight (8) hours, worked between the hours of 6:30 a.m. to 3:00 p.m. and 8:00 a.m. to 4:30 p.m.

5.02 Work Week

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

5.03 Work Schedules

- (a) Where a second "afternoon" shift is employed, the hours of work will be seven and one-half (7 1/2) for which eight (8) hours will be paid, worked between the hours of 4:00 p.m. and 12:00 a.m. plus a premium of fifty cents (\$.50) per hour. There will be a thirty (30) minute lunch period.
- (b) Where a third "night" shift is employed, the hours of work will be seven (7) for which eight (8) hours will be paid, worked between the hours of 12:00 a.m. and 7:30 a.m. plus a premium of seventy cents (\$.70) per hour. There will be a thirty (30) minute lunch period.
- (c) The Employer agrees that an employee will work no longer than one (1) month on a second or third shift without being given the opportunity to change to day shift.
- (d) Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, they will be considered as still working on their previous shift and will be paid the appropriate overtime rate for the hours worked.

5.04 Lunch Breaks & Coffee Breaks

- (a) Employees who work a standard work day are entitled to one (1) unpaid thirty (30) minute meal break and one twenty (20) minute paid coffee break. Employees are required during their shift to take all their breaks.
- (b) The mid-shift lunch period will be mutually arranged between the Company and the Steward. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4 1/2) hours from the shift start time or as mutually agreed upon.

5.05 Clean Up

A clean up period of ten (10) minutes at the end of every shift shall be provided to ensure workspace is cleaned from any debris, etc. all saws, forklift, and side loaders must be in a safe position and at charging station. Work must continue until this cleanup period.

5.06 Change of Start and Stop Times

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

5.07 Shift Changes

(a) Shift changes, listing individuals, will be posted four (4) calendar days in advance.

(b) If an employee is required to change shift more than once in a calendar week they will be paid at double rate (2x) for the balance of the week, unless the second change is to return to their original shift.

5.08 Hours Before and Beyond Regular Shifts

Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at double rate (2x) for time worked, except when other arrangements are made by mutual agreement between the Employer and the Union.

5.09 Call-Back

Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate (2x), i.e., four (4) hours at straight time rate.

5.10 Work Performed on Weekends and Statutory Holidays

(a) Double rate (2x) will be paid for work performed on Saturdays, Sundays, and on Statutory Holidays as listed in Article 7

(b) Double rate will not be paid for work performed:

(i) on a night shift, when completing the fifth weekly shift on Saturday after midnight Friday;

(ii) to complete a night shift after midnight at the start of a Statutory Holiday;

(iii) when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.

5.11 Guaranteed Day

Subject to the exceptions set forth in this Section and in Article 5.08, any employee reporting for work at the start of the employee's shift, will be guaranteed eight (8) hours work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

The provisions of this Article will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the employee:

- (a) Voluntarily quits.
- (b) Was previously instructed not to report. In such event or circumstance the employee will then only be paid for the actual time they worked.
- (c) Does not work a full shift at their own request.
- (d) Reports for work on a shift for which they were not scheduled.

5.12 Work Shortage – Crew Reduction

In the event of a work shortage or a reduction or discontinuance of operations, the Employer will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

ARTICLE 6 – OVERTIME

6.01 Overtime Opportunities

- (a) The Parties are agreed that all overtime will be voluntary.
- (b) Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Shop Steward will prepare and maintain a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. An employee called in to perform overtime work, shall perform any and all work assigned. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available or willing to do the work.

6.02 Payment of Overtime & Rates

- (a) Employees working overtime shall be paid all overtime pay at the time it is earned.
- (b) All time worked in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of double time (2x) for any hours worked over eight (8) hours per day and forty (40) hours per week.
- (a) Employees requested to work more than two (2) hours overtime cumulative after completion of their regular shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given ten dollars (\$10.00) meal money.
- (b) If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

6.03 Deferred Time Off

Employees will be given the option of “deferred time off” (actual hours worked). Deferred time off shall be taken at a mutually agreed time that will not unduly interfere with production schedules and must be taken within 30 calendar days from the date it was earned.

ARTICLE 7 – STATUTORY HOLIDAYS

7.01 Designated Statutory Holidays

Paid Statutory Holidays are identified as follows:

- | | |
|-------------------|---|
| 1. New Year's Day | 8. National Day of Truth and Reconciliation |
| 2. Family Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Remembrance Day |
| 4. Victoria Day | 11. December 24 th |
| 5. Canada Day | 12. Christmas Day |
| 6. B.C. Day | 13. Boxing Day |
| 7. Labour Day | |

In addition, any other declared Provincial or Federal Statutory Holiday will be treated the same as the holidays listed above.

7.02 Floating Holiday (Personal Day)

In addition to the statutory holidays listed above, employees will receive one floating holiday per calendar year. Such leave shall not be unreasonably withheld and must be used within the calendar year. A minimum of twenty-one days (21) notice is required for time off requests under this provision.

7.03 Statutory Holidays that Fall on a Weekend

When Statutory Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

7.04 Entitlement

In order to qualify for eight (8) hours pay for Holidays listed under this Article, the employee must have completed thirty (30) calendar days employment with the Employer.

7.05 Holiday Pay

(a) All employees covered by this Agreement who qualify for holiday pay under this Article, and are not required by the Employer to work on any of the above holidays shall receive eight (8) hours pay at their regular straight time rates.

(b) An employee who qualifies for holiday pay in accordance with Article 7.03 and is required by the Employer to work any of the above holidays shall be paid double (2x) times their regular basic hourly rate for all time worked on such holiday in addition to their pay under (a) above.

(c) Employees not actively employed because of Lay-Off, Unpaid Leave of Absence, Illness (and not eligible for W.C.B. payments for the involved injury) and who work sometime within the fourteen (14) calendar day period prior to, or the fourteen (14) day calendar period following the Statutory Holiday (s) in question, will qualify for Statutory Holiday pay for such Statutory Holiday(s). This provision may be waived by mutual agreement between the Company and the Union.

- (d) The Employer and Union agree that if an employee is entitled to Statutory Holiday pay while on Weekly Indemnity or Long-Term Disability they will be paid Statutory Holiday Pay less any amounts received for Weekly Indemnity or Long-Term Disability.

7.06 Absence Without Leave Prior to/or After a Holiday

Disciplinary action may be taken in instances where employees fail to work the day before or the day after a Statutory Holiday except where permission was previously obtained or the employee had a justifiable reason for being absent.

ARTICLE 8 – ANNUAL VACATION

8.01 Vacation Entitlements

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

Service Years	Vacation Time	% of Gross Pay See Section 8.03(c)
Less than 1 year	1 day for each major fraction of month worked to a maximum of 10 working days.	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 14 years	4 weeks	8%
14 years but less than 18 years	5 weeks	10%
18 years but less than 30 years	6 weeks	12%
30 years and over	7 weeks	14%

- (b) Employees with more than 1 year of service shall be credited with vacation time in accordance with their years of service, based on the table in Article 8.01(a). Credit will be given on their anniversary date, or on the first pay period after their anniversary date, otherwise known as the "cut-off date".
- (c) Employees hired prior to April 1, 2001, taking any authorized leave of absence for sickness or accident or other causes acceptable to the Employer, excluding layoff beyond two (2) months, shall not affect the employee's right in respect to vacations with pay. Vacation pay entitlement while an employee is on Long Term Disability shall be determined by using the applicable percentage rate as set out above on the prior years' earnings.
- (d) Employees hired after March 31st, 2001, will be paid on a percentage of earnings basis if they work less than 1200 hours in any vacation year (cut-off date to cut-off

date) or will receive vacation time based on hours worked. Whether the employee receives vacation time or pay is at the employee's discretion.

- (e) Employees hired after March 31st, 2013 will not progress beyond five (5) weeks' vacation after 14 years of continuous service.

8.02 Vacation Scheduling

- (a) Vacations will be scheduled by May 1st of each year for the vacation period of June 1st to September 30th. Employees will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules.
- (b) Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time, that will not unduly interfere with production schedules.
- (c) The Employer reserves the right to shut down a part or all of an operation, for a part of all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by April 1st.

8.03 Vacation Pay

- (a) Vacation pay will be paid on the employee's regular pay period by direct deposit. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.
- (b) Employees will be paid out at their current classified rate whichever is greater at the time the vacation is taken.
- (c) Any vacationable earnings (as defined by Employment Standards) earned beyond regular hours worked will be paid out at the percentage indicated related to service as per Article 8.01(a). Payouts would be made in January of each year, based on vacation earned in the year prior.

8.05 Vacation Pay on Termination

Employees who leave the employ of the Company will be paid according to Article 8.01 for the period up to the cutoff date and will also be paid the percentage applicable in Article 8.01 for the period following the cutoff date.

ARTICLE 9 – LEAVE OF ABSENCE

9.01 Injury or Illness

After ninety (90) consecutive days of employment with the Employer, an employee, for personal illness or injury, is entitled, in each calendar year, to five (5) days of paid leave.

9.02 Medical Certificates

- (a) The Employer will grant a leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Employer.

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

9.03 Unpaid Leaves of Absence

- (a) Employees meeting the criteria for unpaid leaves of absence as declared in accordance with the provisions of Part 6 of the Employment Standards Act will be granted the following:
 - Maternity Leave/Parental Leave
 - Family Responsibility Leave
 - Compassionate Care Leave
 - Critical Illness or Injury Leave
 - Covid-19 Related Leave
 - Reservists Leave
 - Leave Respecting Disappearance of a Child
 - Leave Respecting the Death of a Child.
- (b) In addition to the above, any other unpaid leave of absence as declared in part 6 of the Employment Standards Act shall be deemed to be unpaid leaves of absence for the purpose of this agreement.
- (c) All requests for unpaid leaves of absences should be submitted to the Employer. Approvals or denials are subject to operational requirements; however, such leaves shall not be unreasonably denied.

9.04 Bereavement Leave

- (a) Bereavement leave of absence of up to with three (3) days with pay and, shall be granted to an employee upon application in the event of a death to the employee's immediate family.
- (b) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, child, step-child, parent/guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and for legitimate personal reasons acceptable to the Employer.

9.05 Jury Duty

- (a) Any employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work.
- (b) On any day when an employee is called but not chosen for duty or if called for a Coroner's witness or a crown witness, they must return to work for the balance of the shift. They must supply the Employer with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

9.06 Union Leave

- (a) Employees who have been elected or appointed by the Union to attend International, National, or local gatherings will be granted leave of absence without pay for this purpose. Not more than two (2) employees may take such leave at one time, and they must give the Company ten (10) working days' notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- (b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.
- (c) The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods upon request. One month's notice in writing must be given prior to requesting this leave. Not more than one (1) employee may be on leave under this Section at any one time. Upon return to work from a leave granted under this Section, the Union and the Employer may meet to discuss assignment of work or other return to work related issues.

9.07 Elections

Any employee eligible to vote in federal, provincial, municipal, First Nation or other Indigenous election or referendum will have four (4) consecutive hours during the hours in which the polls are open in which to cast their ballot.

9.08 Gender Based Violence

The Employer agrees to comply with the requirements set forth in B.C. Employment Standards Act under the Leave Respecting Domestic or Sexual Violence Act.

ARTICLE 10 – PAYMENT OF WAGES

10.01 Wage Schedule

- (a) The job classifications and rates of pay listed in the attached Wage Schedule, Appendix "A", is agreed upon by both Parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classifications set forth in this Agreement and for any subsequent mutually agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention.

10.02 Premiums

The parties have agreed to establish the following hourly premiums to be paid out to employees for hours worked:

- (a) Sawyer Premium
- (b) Level I First Aid Premium
- (c) Level II First Aid Premium
- (d) Charge Hand Premium

All hourly rates for premiums and requirements for entitlement to receive a specific premium are listed in the attached Premium Schedule in Appendix "B":

10.03 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 this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, 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.

10.04 Rate Retention

- (a) Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.
- (b) All employees who have received a classification rate for twenty-two (22) consecutive shifts or more, shall, if reassigned to a lower classification to meet the wishes of the Company, continue to receive the higher rate for sixty (60) calendar days. If the employee reverts to a higher rated job during the aforementioned sixty (60) days they shall commence a new sixty (60) day period of rate retention if subsequently moved to a lower rated job, and an employee shall continue to re-qualify themselves for sixty (60) day rate retention periods each time they revert to their higher rated job.

10.05 Payday

The Company will make provisions so that there will be no undue delay in issuing cheques on pay day. Employees will be paid bi-weekly every second Friday. When the regular pay day falls on a bank holiday, wages shall be paid to the employee on the preceding working day.

10.06 Pay Slip

The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. The employees' acceptance of a pay slip does not waive payment of all or part of the wages owed them.

10.07 Deductions

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

10.08 Payment of Wages - Irregular

Any employee being discharged or laid off will be paid all wages due to them as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day. Any employee leaving of their own accord will be paid within six (6) calendar days after the last day worked, or the date the employee quit, whichever is later.

ARTICLE 11 – SENIORITY

11.01 Seniority Principles

- (a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon their length of service with the Company, and their potential to efficiently fulfill the job requirements.
- (b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and re-hiring after lay-offs or termination will be done strictly in accordance with the principles set forth in Article 11.01 (a).

11.02 Seniority Lists

- (a) There shall be two seniority lists prepared by the Employer; one including all office employees and one including all warehouse employees
- (b) It is agreed that a seniority list will be supplied to the Union by the Employer when requested from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.
- (c) The following information will be provided on the seniority list: name, phone number, e-mail address, pay level, regular classification, and starting date with the Employer.
- (d) It shall be the Employer's responsibility to maintain an address file of all employees and it shall be the employee's responsibility to notify their Employer in writing of any change of address or phone number.

11.03 Seniority Maintenance

Seniority shall be maintained and accumulated during absence due to:

- (a) Layoff;
- (b) Compensable and/or non-compensable illness or injury;
- (c) Authorized leave of absence; and
- (d) Absence from employment on approved Union business.

11.04 Retention During Layoff

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

- (a) Employees with less than six (6) months of service shall retain their seniority for three (3) months.
- (b) Employees with more than six (6) months and less than twelve (12) months service shall retain their seniority for six (6) months.
- (c) Employees with more than six (12) months and less than sixty (60) months service shall retain their seniority for twelve (12) months.
- (d) Employees with more than sixty (60) months service shall retain their seniority for six (24) months.

11.05 Cancellation of Seniority

Seniority will be lost if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) over-stays authorized leave of absence except by reasons of force majeure;
- (c) is discharged and not reinstated under the terms of the Agreement;
- (d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail;
- (e) is still on lay-off and the seniority retention period has elapsed as described in 11.04; or
- (f) leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity

ARTICLE 12 – JOB POSTINGS

12.01 Permanent Job Postings

All permanent job openings in the bargaining unit will be posted on the Bulletin Boards for three working days. Job Posting shall contain the duties and expected hours of work per week.

For the purpose of the Agreement, there are two departments: Office and Warehouse. Consequently, in accordance with Article 11, departmental seniority shall be given priority in the filling of such vacancies.

12.02 Temporary Job Postings

- (a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) regular working days.

- (b) All temporary job postings shall be filled in accordance with the principle established in 11.01 (a) and (b) of the Collective Agreement.
- (c) If a temporary job opening occurs for a period which exceeds thirty (30) regular working days, the Company shall post the temporary vacancy and fill the position in accordance with the principle established in 11.01 (a) and (b) of the Collective Agreement.
- (d) Upon their return to work, an employee who has been absent from work and whose job was filled as per Article 12.02 shall return to their job.
- (e) If an employee was absent from work as a result of illness or injury they shall return to their job provided they are reported by their doctor to be fit to return to work and perform the work in question.

12.03 Delayed Job Applications

If an employee is not at work, for the following reasons, when a job is posted, they may apply for the job, if they do so within three (3) working days of their return to work:

- (a) Vacation;
- (b) authorized leave of absence not exceeding thirty (30) days;
- (c) absence resulting from an accident or illness not exceeding thirty (30) days; or
- (d) absence on Worker's Compensation not exceeding thirty (30) days

12.04 Selection of Successful Applicant

Preference will be given to applications from the most senior employees in accordance with the principles established in Article 11.01(a) of this Agreement.

12.05 Trial Period

The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period

If under Article 11.01 an employee who applies and is the senior applicant but is denied the job on the basis of the Company's assessment, that employee will be afforded a trial period of up to five (5) days.

12.06 Return to Formerly Held Job

- (a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion they are not performing efficiently, or the employee wishes to do so, they will revert to their immediate previous job, without loss of seniority.
- (b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

12.07 Notice of Successful Applicant

The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice. All job postings not filled by successful applicants within thirty (30) days are considered void.

12.08 Externally Filling Job Openings

In the event that none of the applicants meet the requirements of the job in relation to Article 11.01 (a) of this Agreement, the Company may fill the vacancy from any available source.

12.09 Temporary Backfill of Office Employees

For the period of time during which an office employee is absent due to authorized leave of absence, injury or illness the Company may engage temporary help to assist in maintaining work coverage:

- (a) Such temporary office employees shall be paid a rate of pay equal to 90% of the listed rate for the work performed, but shall not be entitled to accrue seniority or benefits.
- (b) In the event that the temporary office employee works longer than six continuous months they will become entitled to Company benefits.
- (c) In the event a temporary office employee is offered full time employment with the Company prior to the cessation of their temporary employment, then any time worked will be credited towards their probationary period, and seniority shall accrue from the first day of employment as a temporary employee.

ARTICLE 13 – HEALTH & SAFETY

13.01 Health & Safety – Responsibility

(a) The Employer and employees agree that it is the responsibility of the Employer to make adequate provision for the safety and health of the employees during the hours of their employment.

(b) The Union and the employees agree to cooperate fully with the Employer on all matters of health and safety.

13.02 Regulatory Compliance with Health and Safety

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.

13.03 Joint Health and Safety Committee

(a) The Company agrees to fully cooperate with the Health and Safety Committee Representatives and shall provide them with full access for carrying out their responsibilities under the WCA and the Regulations.

(b) The Joint Health and Safety Committee representatives or their designate shall accompany a Worksafe BC Inspector during workplace visits.

(c) The Company shall provide paid educational leave in each year for the Joint Health and Safety Committee representatives as required by the Regulation.

13.04 Reporting Unsafe Conditions

Whenever an employee observes what appears to be an unsafe or harmful condition or act, the employee must immediately report it to a supervisor or to another representative of the Employer.

13.05 Investigations

Any time there is a workplace accident resulting in a serious injury or fatality to an employee covered by this Agreement, the Union shall be notified, and the Union may appoint a representative to participate in the investigation. Notwithstanding the above, the Union shall fully cooperate with, and not interfere with any investigation undertaken by an officer of the Board or a peace officer. The understanding is that the investigations required by law take priority in the circumstances. During any investigation, the Company and the Union will participate jointly.

13.06 Right to Refuse Unsafe Work

An Employee shall have the right to refuse unsafe work as provided for by the WCA and the Regulations. The Employer's response shall be to investigate all such work refusals in accordance with the WCA and the Regulations.

It is agreed that if a worker refuses a specific task that the task ceases until the Joint Health and Safety Committee reviews the task and determines if the work is safe or unsafe. If deemed safe, then the work can be performed again by all employees.

13.07 Employees Working Alone

No warehouse employee will be required to work by himself without another person on the premises except in emergencies.

13.08 Injured Employee – Reporting Procedure

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

Employees are required to advise their immediate supervisor at their earliest opportunity should any work-related injury prevent them from reporting or returning to work.

13.09 Injured Employee - Transportation

Employees injured on the job will be provided free transportation by the Employer to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Employer premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

13.10 Injured Employee - Daily Earnings

If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury.

13.11 Washroom and Lunchroom

Adequate washroom, lunchroom and a place to hang clothing will be provided by the Employer and kept in a sanitary condition. The Employer will supply towels, soap and other supplies normally found in restrooms. Employees will co-operate by observing the rules of cleanliness.

13.12 Housekeeping and Sanitation

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

13.13 First Aid Attendants

(a) Where the Employer requests an employee to obtain a First Aid Certificate it will pay for the cost of the course upon successful completion, and the Company will reimburse the employee for lost time while in attendance at a course.

(b) Where a bargaining unit employee is designated as a First Aid Attendant they will be entitled to the premiums set out in Appendix "A".

13.14 Clothing and Safety Equipment

(a) The Company will supply and launder uniforms.

(b) The Company shall provide at no cost to the worker, all items of personal protective equipment required by the Regulations. A boot allowance will be provided as per Article 13.16(f)

(c) Personal protective equipment must be used and maintained by the employee in good working order and in a sanitary condition.

(d) The Company will supply adequate gloves for all employees at no cost on a replacement basis.

(e) Adequate rain and winter gear will be available for those employees who work outside.

(f) Boot Allowance – Warehousemen \$200.00, Operators and Sawyers \$275.00. Payment shall be provided to each employee on or before April 1st of each year of the Agreement.

ARTICLE 14 – RESPECT IN THE WORKPLACE

14.01 Workplace Violence & Harassment

All parties are committed to ensuring that all work is conducted in a respectful environment that is free from violence, bullying, harassment and/or discrimination and that all employees treat each other with respect and dignity. The Employer will neither tolerate nor condone any behaviour which is likely to create an intimidating or offensive environment.

- (a) Harassment is any behaviour related to a protected ground that embarrasses, humiliates or demeans the recipient that the harasser knew or should have known was unwelcome.
- (b) Violence, whether at a work site or work related, is the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm, and includes domestic and sexual violence.

The Employer will ensure that employees are trained in recognizing and reporting incidents of harassment in the workplace.

14.02 Workplace Violence & Harassment Complaint Procedure

A person who considers that they have been subjected to workplace harassment is encouraged to immediately report it to a member of management.

The parties agree that the following principles should apply to all respectful workplace investigations:

- (a) Representation: A union representative may be present at the request of either a complainant or respondent during a respectful workplace investigation. In such cases, the Union agrees to fully cooperate with, and not interfere with the investigation.
- (b) Fairness: Investigations will be conducted in an objective and impartial manner free from bias. The Investigator must not be directly involved in the incident or complaint and must not be under the direct control of the alleged harasser.
- (c) Thoroughness: Investigations must make reasonable efforts to interview all parties involved, take appropriate notes and statements during interviews, and collect and review any relevant documents.
- (d) Timeliness: Investigations shall be conducted as soon as possible without sacrificing any of the other principles and should be completed within ninety (90) calendar days unless there are extenuating circumstances.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

15.01 Employer to Prove Just Cause

- (a) The Employer shall not discipline or discharge any Regular Employee unless there is just cause, the burden of proof of just cause lies with the Employer.
- (b) When the Employer has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within seven (7) working days, unless the employee or management is absent, the discipline would be issued upon their return to work.

15.02 Progressive Discipline

- (a) The Company will endeavor to use progressive discipline as follows:
 - (i) A verbal Warning- in the presence of a Steward;

- (ii) A Written Warning - copy to Local Union
 - (iii) A Suspension without pay (specified time frame). Suspension days will run as consecutive working days and a copy of notice to Local Union;
 - (iv) Discharge - copy of notice to Local Union
- (b) Stages of the progressive discipline policy may be bypassed for serious infractions.
 - (c) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Steward, grievance Committee member or other Union designee.
 - (d) Should an employee refuse Union representation they must sign a waiver with the Union and Employer.
 - (e) The Local Union shall receive all copies of disciplinary notices given to employees.
 - (f) All discipline shall be administered by Management, and is subject to the grievance procedure.

15.03 Employee Personnel File

- (a) There shall be only one (1) employee personnel file and the employee shall have access to review their file at a mutually agreed upon time.
- (b) An employee shall have the right to read and review their personnel file at any time, upon reasonable notice and by request to the Employer. On request the employee shall be provided with copies of any document or record contained in the employee's personnel file.
- (c) All written warnings, reprimands and suspensions shall be rescinded, and removed from the employee's personnel file, after a period of eighteen (18) months after the date of issued disciplinary action and shall not be used against the Employee thereafter. If an employee receives two or more written warnings for infractions, the Union agrees to attend a meeting to discuss the circumstances, discipline and any further consequences.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 Definition of Grievance

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

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

16.02 Grievance Process

- (a) All grievances shall be processed in accordance with the following:
- (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;
 - (iv) transmitting the grievance to the other Party.
 - (v) the Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance;
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable;
- (c) If either party fails to act within any of the time limits, or without an agreed upon extension, it will be deemed that the party that has failed to act has abandoned its position and that the position of the other party has been established, except in a case where the Grievant withdraws the grievance.
- (d) Any Steward or Grievor in attendance at any grievance meetings will be on Employer time.
- (e) At each of the three grievance steps, the Company and the Union may have equal representation.
- (f) All grievance shall be resolved without stoppage of work.

16.03 Grievance Steps

Step 1 – Informal Complaint

It is generally understood that an Employee has no grievance until they, either directly or through the Union, has first given their immediate Supervisor an opportunity to resolve the grievance.

If, after registering the grievance with their immediate Supervisor and such grievance is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

Step 2 – Written Grievance

Failing settlement at Step 1, the employee and their Steward/Union Representative, or the Employer, shall within five (5) working days of receiving a response at Step 1, put the grievance in writing, including Articles allegedly violated and remedies sought and endeavor to settle the matter with the applicable manager or designate. The responding

party shall render a decision by no later than three (3) working days from receipt of the written grievance.

Grievances of a general or group nature, or for discharge will be put in writing and instituted at Step 2.

Step 3

Failing settlement at Step 2, the Grievant shall, within five (5) working days of receiving a response at Step 2, discuss the grievance with the responding party. The responding party shall render a decision by no later than three (3) days from the date of the meeting, unless an alternative timescale is agreed between the parties.

Step 4

Failing settlement at Step 3, the grievance shall be referred to Arbitration within thirty (30) days.

16.04 TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:

Appeal To	Time	Answer
Step 2	Within 5 days of answer	3 days
Step 3	Within 5 days of answer	3 days
Step 4	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a requisition for extension is made in writing.

ARTICLE 17 – ARBITRATION

17.01 Arbitration

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

- (a) The Parties shall jointly agree to the appointment of a single arbitrator selected from the following list:
 - Ken Saunders
 - Julie Nichols
 - Jessica Gregory
 - Chris Sullivan
 - Or an arbitrator that is mutually agreed to by the Parties.

If the Parties fail to agree on such appointment within ten (10) calendar days, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator.

- (b) Either party may notify the other Party and the Arbitrator in writing of the question or questions to be arbitrated.

(c) The arbitrator shall 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. The decision shall be final and binding upon the parties, and upon any Employee affected by it.

(d) The Arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions by Section 89 of the Labour Relations Code of British Columbia.

17.02 Cost Sharing

The Employer and the union shall split and bear in equal proportions, the costs, expenses and allowances of the Arbitrator.

17.03 Place of Hearing

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

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.01 Health and Welfare Plan

The Employer agrees to make available to all employees who have completed the probationary period, health and welfare plans which provide as follows:

1. Extended Health	As provided by the policy currently in force (Plant Only)
2. Group Life Insurance	\$100,000.00
3. Accidental Death & Dismemberment	\$100,000.00
4. Weekly Indemnity	\$650.00 or E.I. maximum whichever is greater, for a maximum 16 weeks. 1st day of injury 1st day of hospitalization 1st day of illness to a maximum of ten days per calendar year, once the ten days are used up insurance coverage commences on the 6th day of illness unless employee is hospitalized.
5. Vision Care	\$375.00 per person in any two-year period is provided to cover the purchase of eyeglasses and/or contact lenses.
6. Dental Plan	Basic Dental - 100% coverage to a maximum of \$2,000 per annum per person effective. Major Dental - 70% co-insurance coverage to a maximum of \$3,000 per annum per person. Orthodontics 50% co-insurance to a maximum of \$2,000 per lifetime per person

7. Long Term Disability	60% of regular monthly earnings before co-ordination with other income, to a maximum benefit of \$2,500 per month.
8. Employee Assistance Plan (EAP)	The Employer will provide Employees with the opportunity to access an employee assistance plan to boost their physical, mental, emotional, financial and social health. The plan will allow access to resources and services such as counsellors and other specialists through a confidential third-party provider.

Employees who have payments under item 4 or 7 will reimburse the Company's insurance carrier for all payments received which are similar to Weekly Indemnity or Long-Term Disability (including global settlements) received from other sources.

18.02 Plan Principals

- (a) Premium costs for the health and welfare plans set out under this Article will be paid as follows:
 - (i) The Company shall pay 100% of the premiums required for coverage under the Medical Services, Extended Health, Group Life Insurance, A.D. & D., Weekly Indemnity, Vision Care, and Dental Plans.
 - (ii) The Employee shall pay 100% of the premium required for coverage under the Long-Term Disability Plan.
- (b) Participation in the Plan will be a condition of employment unless this right is waived by the Employee.
- (c) Where an Employee is provided with an unpaid leave of absence under Article 9, other than maternity or parental leave, the Employer will continue payment of premiums for Medical Service Plan, Extended Health, Group Life Insurance and A.D. & D., and shall be reimbursed the costs by the employee from the employee's first pay cheque, upon the Employee's return to work.
- (d) Insurance coverage will commence on the first of the month following the waiting period as follows:
 - (i) A three (3) month waiting period for an employee first entering the employ of the Company
 - (ii) A three (3) month waiting period for an employee who has been on layoff beyond their seniority retention period
- (e) Eligibility for and/or entitlement to any of the benefits outlined under this Article shall be governed by the terms and conditions of plan itself. Disputes about such matters will be resolved in accordance with the plan itself, and the Employer will continue to provide assistance to its Employees in their dealings with the Insurer to effect resolution. The Employer's liability under this article is restricted to making a plan available, and paying the premiums required.
- (f) Insurance coverage will be provided during layoff up to a cumulative maximum of

three (3) months, in a calendar year, beyond the current month of layoff.

18.03 Pension

- (a) The Company agrees to contribute to the Union Pension Plan on behalf of the employees in the bargaining unit as per Appendix A
- (b) The Company will continue to make pension contributions for employees granted leave of absence under Article 9.06. The Company will be reimbursed for the Company contributions made from the employee's first pay cheque after the leave of absence.
- (c) The pension contributions made by the Company shall be forwarded to the Union at the same time as union dues pursuant to Article 4.02 (d).
- (d) It is clearly understood that the Company's obligation is restricted to making the pension contributions as set out in Article 18.03(a) above.
- (e) The Company will pay the pension contributions for employees who are absent from work and in receipt of Workers' Compensation wage loss benefits for a maximum of three (3) months per calendar year.
- (f) In accordance with government legislation, the Company will not make any further contributions on behalf of any employee starting in the calendar year after he reaches the age of seventy-one (71).

ARTICLE 19 – GENERAL PROVISIONS

19.01 Foreman and Charge Hand Identification

The names of all Foreman and Charge hands, setting forth their official status will be posted on the Company's Bulletin Board(s).

19.02 Humanity Fund

The Company agrees to deduct on an annual basis the amount of \$20.80 from the wages of all employees in the bargaining unit and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, 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.

The "Humanity Fund" deduction as aforesaid shall be from the first pay period in December.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the company and the local union of that employee's written statement of their desire to discontinue such deductions from their pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

19.03 Education Fund

The Company shall make an annual contribution to the Union for education and training of Union members. Each June 1st of the Collective Agreement the contribution shall be \$90.00 per bargaining unit employee. The money shall be made payable to Local Union 2009 Education and Training fund, #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.

Upon request, but no less than once each contract year, the Union shall provide the Company with an accounting of the fund disbursements.

19.04 SOAR Fund

The Company shall contribute to the union the sum of twenty dollars (\$20.00) for each employee who has worked 1200 hours or more in the calendar year, for the SOAR Fund (Steelworkers Organization of Active Retirees).

The money shall be made payable to Local Union 2009 SOAR Fund, #202 – 9292 200th Street, Langley, B.C. V1M 3A6 and shall be remitted by the 1st day of June each year commencing June 1st, 2002, and the Employer shall provide the necessary information regarding amounts paid for each employee.

19.05 Appendices, LOUs, and MOAs

(a) The Employer and the Union agree that any and all Appendices, Letters of Understanding, and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.

(b) The Employer agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices, which form part of the current Collective Agreement.

(c) Renewal of Agreements Letter of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall be come null and void after signing of this Collective Agreement.

(d) Renewed Letters of Understanding shall remain in effect during the terms of this Agreement.

ARTICLE 20 – TECHNOLOGICAL CHANGE, PERMANENT CLOSURES, LAYOFF, AND RECALL

20.01 Adjustment Plan

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code of B.C. shall apply.

(a) The Employer will provide the Union with a minimum of sixty (60) days' notice of such measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees.

(b) after notice has been given, the employer and trade union will meet, in good faith, and endeavor to develop an adjustment plan.

20.02 Technological Change

(a) In the event that the Company introduces a technological change which results in:

(i.) Displacement of employees from employment with the Company. The Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

(ii.) An employee being terminated or laid-off will receive one (1) week's pay for each year of seniority in excess of five (5) years. Under conditions of lay-off, employees accepting this allowance will be deemed to have terminated their employment.

(b) The parties agree to form a joint committee of management and union people to discuss proposed changes and their possible effects on workers where the changes result in the possibility of a reduction in the earnings of the employee(s). The parties agree that affected workers will be invited to participate on the committee.

(c) An employee who is rendered redundant or displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy the employee shall have the right to displace employees with less seniority provided they are able to perform the job.

The right to displace employees with less seniority may only be exercised by an office employee within the group of office employees, or by a warehouse employee within the group of warehouse employees.

(d) Where new or greater skills are required than are already possessed by affected employees in their current job or in a new job under the present methods of operation, such employees shall be given a period of time not to exceed six (6) months during which they may perfect or acquire the skill necessitated by the new method of operation.

The costs of education shall be borne by the company, as well as the employee's wages, if in the company's opinion, it is desirable or necessary for the employee to perfect or acquire the skills during normal working hours.

There shall be no reduction in wage or salary rates during the training period of such employee. Upon reclassification to the new position, the applicable wage or salary rates will be applied, notwithstanding Article 12.03.

(e) Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than six (6) months, the additional training time shall be a subject for discussion between the employer and the union.

20.03 Layoff Notice

Layoff notice will be provided pursuant to the BC Employment Standards Act.

20.04 Recall Procedure

Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be sent to the Union.

20.05 Severance Pay for Permanent Closure

An employee being terminated as a result of plant closure will receive five (5) days' pay for each year of seniority and thereafter in increments of completed months of service with the Company to a maximum of twenty (20) weeks. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable based on the three-month period immediately preceding the notification of the plant closure.

ARTICLE 21 - STRIKES AND LOCKOUTS

21.01 Strikes and Lockouts Prohibited

There will be no strikes or lockouts for the duration of the term of the Collective Agreement.

ARTICLE 22 - DURATION OF AGREEMENT


This Agreement shall be for the period from and including April 1st, 2023 to and including March 31, 2027, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is March 31, 2027 or immediately preceding the last day of March in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

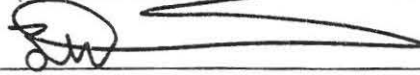
The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF: The Parties have executed this Agreement the 20 day of September, 2023.

ENCORE METALS



UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)



APPENDIX A – Wage Schedule

CLASSIFICATION	Previous Contract	April 1/23	April 1/24	April 1/25	April 1/26
(Percentage)	--	4.5%	2.5%	2%	3%
Foreman	39.21	40.97	42.00	42.84	44.12
Shipping Coordinator	35.58	37.18	38.11	38.87	40.04
Truck Driver	33.30	34.80	35.67	36.38	37.47
Warehouse Employee 4 (more than 60 months)	30.93	32.32	33.12	33.79	34.80
Warehouse Employee 3 (25– 59 months)	29.45	30.78	31.55	32.18	33.14
Warehouse Employee 2 (13 – 24 months)	28.05	29.31	30.05	30.65	31.57
Warehouse Employee 1 (0 – 12 months)	25.50	26.65	27.31	27.86	28.70
Office Administration	25.69	26.85	27.52	28.07	28.91
Pension Contribution	Previous Contract	2023*	April 1/24	April 1/25	April 1/26
Dollars per hour pension contribution paid by the Employer	\$4.10	\$4.15	\$4.20	\$4.25	\$4.30

*2023 Pension contribution increase will be effective the first pay period after ratification

1. Relief employees shall be paid at the Warehouse Employee 1 rate
2. Truck Drivers must hold a class 1 or class 3 driver's license with air brakes certificate and have a clean "N" print driver's abstract.
3. Employees that work in the warehouse and were hired prior to April 1, 2021 will be grand-parented and placed at the Shipping Coordinator rate of pay. They will retain their position of sawyer, side loader, or shipper. However, once they leave their position, it will be deleted and reposted as a Warehouse Employee.
4. The current Foreman will remain in role. However, upon their departure, the foreman responsibilities will be assumed by a Charge Hand employee

APPENDIX B – Premium Schedule

1. SAWYER PREMIUM

The Sawyer Premium is to be paid based for the entire shift when assigned to the saws. Premium will not be paid to employees only doing packing in the saw area. Employees must be operating the saw in order to receive the sawyer premium. Employees must be approved by management to operate the saws in order to receive the sawyer premium. Employees in the following roles do not qualify for the sawyer premium: Foreman, Shipping Coordinator, office administrator.

Job	Tenure	Premium
Sawyer	0-3 year	\$0.40 per hour
Senior Sawyer	3+ years	\$0.70 per hour

2. CHARGE HAND

\$0.88 per hour

A Charge Hand is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work. They will receive the appropriate premium above the highest classification supervised or above their own rate, whichever is greater. Charge Hand premium only applicable when foreman not present.

3. FIRST AID ATTENDANT PREMIUM

- Level I \$.40 per hour over the occupational rate
- Level II \$1.10 per hour over the occupational rate

The First Aid Certificate requirement of the Workers Compensation Board for the Company will determine the premium to be paid.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN: ENCORE METALS

**AND/OR: UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

Re: Use of Recruitment Agencies

The parties agree that the Employer may use a recruitment agency to assist with hiring Probationary Employees and Relief Employees.


The Employer will advise the Union as to the status of such employees, upon assignment, and remit dues on their behalf to the Union for all hours worked.

All Probationary Employees hired through the agency will have their seniority and entitlements recognized by the Employer from their first day worked upon completion of their contract as per the Collective Agreement.

Dated this 20 day of September, 2023.

ENCORE METALS

Per:



Authorized Signatory

Authorized Signatory

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

Per:



Authorized Signatory

Authorized Signatory

Authorized Signatory