



DENDOFF SPRINGS

COLLECTIVE

AGREEMENT



July 1, 2023 – June 30, 2026

COLLECTIVE AGREEMENT

BETWEEN

DENDOFF SPRINGS LIMITED

AND

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

July 1, 2023 – June 30, 2026

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COLLECTIVE AGREEMENT

BETWEEN: DENDOFF SPRINGS LIMITED

Hereinafter referred to as "The Company"

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

Hereinafter referred to as "The Union"

PREAMBLE

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls to justice.

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 Company and the Union, to the mutual benefit of all Parties to this Agreement.

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 Bargaining Authority

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Classification 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) Persons 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) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to the grievance procedure instituted as Step #2.

1.03 Recognition and Rights of Stewards

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

1.04 Activities of the Union on Company Time

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

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

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

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

1.05 Access to Operation

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

1.06 No Contracting Out

The Company will not contract out (or sub-contract out) out work which is normally performed by employees in the bargaining unit if such contracting out would cause any employee to be laid off.

1.07 Consultation with Union – Prior to Certain Changes to Working Conditions

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

1.08 Notices Between the Company and Union

Any notice required to be given to the Company under the terms of this Agreement will be given by either email or registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by either email or registered mail to the Union Representative via email or at its regular address or by electronic mail to office@usw2009.ca.

1.09 Union Insignia

All employees shall have the right to wear or display the recognized insignia of the Union in the workplace and while on or off duty. Union insignia shall not be displayed on the Company's equipment without prior consent.

1.10 Bulletin Board

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

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Company at and from the Company's present or relocated premises, except those employees specified in 2.02 hereof.

2.02 The foregoing Section of this Article shall not apply to: Foreman, office staff, salesmen and those employees excluded by the Labour Relations Code.

ARTICLE 3 - MANAGEMENT

3.01 Management Rights

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

3.02 Company Rules

Employees shall be governed by rules adopted by the company and posted on notice boards, over the time clock or distributed at time of hire, provided that such rules are not in conflict with the agreement.

3.03 Employment Discrimination

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

office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.

3.04 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. VIM 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 4.02 (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 Union Access to Plant

Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

ARTICLE 5 - HOURS OF WORK

5.01 Day Shift

The standard work day will consist of eight (8) hours, worked between the hours of 6:30 a.m. to 3:00 p.m. with a designated thirty (30) minute lunch period, except for furnace light-up employee and/or as mutually agreed upon by the parties.

It is understood and agreed, mutually, that the day shift hours may be any continuous eight (8) hours within the period 6:00 a.m. and 6:00 p.m.

5.02 Afternoon Shift

Where a second shift is employed, the hours of work will be seven and one-half (7 1/2) for which eight (8) hours will be paid, plus a premium of fifty cents (\$.50) per hour. There will be a thirty (30) minute lunch period.

5.03 Night Shift

Where a third shift is employed, the hours of work will be seven (7) for which eight (8) hours will be paid, plus a premium of fifty cents (\$.50) per hour. There will be a thirty (30) minute lunch period.

5.04 Change of Start and Stop Times

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

5.05 Regular Week

Five shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts.

5.06 Work Performed on Saturday, Sunday and Statutory Holidays

- a) Double rate will be paid for work performed on:
- Saturdays
 - Sundays
 - Statutory Holidays as listed in Article 6
- b) Double rate will not be paid for work performed:
- on night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
 - to complete a night shift after midnight at the start of the Statutory Holiday
 - on Saturday by employees on a Tuesday to Saturday work schedule, except when such Saturday is one of the Statutory Holidays.

5.07 Overtime

(a) **Overtime - Daily**

The first two hours of overtime will be paid at time and one-half rate and double time thereafter.

(b) **Overtime - Voluntary**

The Parties are agreed that all overtime will be voluntary.

(c) **Overtime Meal**

Employees requested to work more than two (2) hours overtime 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 seven dollars (\$7.00) meal money.

(d) **Overtime Distribution**

Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The

Company will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

(e) **Overtime – Where Shift Premium Paid**

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.

5.08 Rest Between Shifts

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

5.09 Work Before and Beyond Regular Shift

Hours worked before the regular starting time or beyond the regular quitting time shall be considered as overtime and paid at double rate or time worked, except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.

5.10 Lunch Period

The mid-shift lunch period will be mutually arranged between the Company and the Union. 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.

5.11 Additional Shift Requirement

- (a) When additional shifts are required and do not continue for three (3) consecutive nights then double rate will be paid.
- (b) If an employee is required to change shift more than twice in a calendar week they will be paid at double rate for the balance of the week.
- (c) Shift changes, listing individuals, will be posted four (4) days in advance.

5.12 Guaranteed Day

Subject to the expectations set forth in this Section and in Section 5.13, 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 Section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the employee:

1. Voluntarily quits
2. Was previously instructed not to report. In such event or circumstances the employee will then only be paid for the actual time they worked.
3. Does not work a full shift at his own request.
4. Reports for work on a shift for which they were not scheduled.

5.13 Call Time

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, i.e. four (4) hours at straight time rate.

5.14 Work Shortage – Crew Reduction

In the event of a work shortage or a reduction or discontinuance of operations, the Company 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.

5.15 Maintenance Shifts - Tuesday to Saturday

By mutual agreement between the Company and the Union a Tuesday to Saturday maintenance shift may be instituted. Where Tuesday to Saturday shifts presently exist they will continue. Employees on this shift will be paid a \$20.00 bonus for Saturday work.

5.16 Rest Periods

Employees will be allowed two (2) coffee breaks of fifteen (15) minutes each on Company time; one in the first half of each shift and one in the second half.

5.17 Clean Up

At the Foreman's discretion an employee may be allowed a clean-up period of at least five (5) minutes before the completion of their shift for the clean-up and stowage of Company equipment and employee's personal tools.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Designated Statutory Holidays

Paid Statutory Holidays are identified as follows:

- | | |
|-------------------|---|
| 1. New Year's Day | 8. Labour Day |
| 2. Family Day | 9. National Day of Truth and Reconciliation |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Easter Monday | 11. Remembrance Day |
| 5. Victoria Day | 12. December 24 th |
| 6. Canada Day | 13. Christmas Day |
| 7. B.C. Day | 14. Boxing Day |

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

6.02 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.

6.03 Entitlement

In order to qualify for eight (8) hours pay for Statutory Holidays listed in Article 6.01 above, the employee must have completed thirty (30) calendar days employment with the Company.

6.04 Statutory Holiday Pay

- (a) All employees covered by this Agreement who qualify for holiday pay in accordance with Article 6.03, and are not required by the Company 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 6.03 and is required by the Company 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 some time 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 Company 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.

6.05 Absence Without Leave Prior to/or After a Statutory 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 7 - VACATIONS WITH PAY

7.01 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*
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 5 years	2 weeks	4%

5 years but less than 10 years	3 weeks	6%
10 years but less than 15 years	4 weeks	8%
15 years	4 weeks + 1 Day	8.4%
16 years	4 weeks+ 2 Day	8.8%
17 years	4 weeks + 3 Day	9.2%
18 years	4 weeks + 4 Day	9.6%
19 years	5 weeks	10%

*Pay at employee's current classified rate whichever is greater at the time the vacation is taken.

- (b) Employees vacation years will be adjusted to their anniversary date, otherwise known as the "cut-off date"
- (c) Authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding layoff beyond two (2) months, shall not affect the employee's right in respect to vacations with pay.
- (d) Employees hired prior to January 1, 1993, will receive vacation entitlement as per Letter of Understanding #1

7.02 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 Company 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.

7.03 Vacation Pay

- (a) Vacation pay is only payable on the last working day preceding the vacation. 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) Accumulated vacation hours remaining will be shown on pay stubs.

7.04 Vacation Pay on Termination

Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

- (a) Less than 5 years.....4%

- (b) 5 years but less than 10 years.....6%
- (c) over 10 years8%

ARTICLE 8 - SENIORITY

8.01 Seniority Principles

- (a) An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of sixty days (60) days worked which may be accumulated over a period of six (6) months. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to their date of original hire.
- (b) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, vacations, layoff, termination and recall after termination, the senior employee shall be entitled to preference.
- (c) In recognition, however, of the responsibility of Management for the efficient operation of the Company, it is understood and agreed that in all cases referred to in Section 8.01 (a), (b) and (c) Management shall have the right to pass over any employee if it is established with the employee and the union that the employee does not have the ability to perform the work after being given reasonable trial or training period.

8.02 Seniority Lists

- (a) The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest their status in writing, within the said sixty (60) days.
- (b) It is agreed that a seniority list will be supplied to the Union by the Company 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, length of service, and starting date with the Company.
- (d) It shall be the Company's responsibility to maintain an address file of all employees and it shall be the employee's responsibility to notify their Company in writing of any change of address or phone number.

8.03 Seniority Maintenance

Seniority shall be maintained and accumulated during absence due to:

- (a) occupational injury

- (b) absence from employment while serving in the non-permanent armed forces of Canada
- (c) absence due to illness or non-occupational injury
- (d) jury duty, union gatherings, and collective bargaining negotiations
- (e) authorized leave of absence

8.04 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 twelve (12) months of service shall retain their seniority for six (6) months.
- (b) Employees with more than twelve (12) months and less than sixty (60) months service shall retain their seniority for twelve (12) months.
- (c) Employees with more than sixty (60) months service shall retain their seniority for twenty-four (24) months.
- (d) A laid-off employee's seniority retention is reinstated on completion of one (1) day's work.

8.05 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 this 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 8.04
- (f) leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity

ARTICLE 9 - SAFETY & HEALTH

9.01 Safety and Health – Responsibility

- (a) The Company agrees that it is the responsibility of the Company 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 co-operate fully with the Company on all matters of health and safety.

9.02 Joint Health and Safety Committee

It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a Management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the notice board.

- (a) It is agreed that Part 2 of the BC Workers Compensation Act (the WCA), and the Occupational Health & Safety Regulations (the Regulations) is incorporated into and forms part of this agreement.
- (b) 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.

9.03 Housekeeping and Sanitation

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

9.04 Washroom, Lunchroom

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

9.05 Injured Employee – Reporting Procedure

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

9.06 Injured Employee – Transportation

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

9.07 Injured Employee – Daily Earnings

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

9.08 Employees Working Alone

Where an employee is employed under conditions where they might be injured and not be able to secure assistance, the Company shall devise some method of checking on the well-being of the worker at intervals which are reasonable and practicable under the circumstances.

9.09 Right to Refuse Unsafe Work

- (1) 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.
- (2) When a worker has refused to perform work under Paragraph (1), 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.
- (3) 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 Company shall not assign any other employee to use or operate the machine or thing, work in the place or perform the activity referred to in the work refusal unless:
 - i. The Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,
 - ii. The other worker has been advised of the refusal of the employee concerned and the reasons for the refusal; and
 - iii. The other worker has been advised of their right to refuse unsafe work.
- (4) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a work 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.

9.10 Safety Boot and Tool Allowance

Employees will receive an allowance of up to one hundred and fifty dollars (\$150.00) per year. This allowance may be carried over into the next year but may not exceed three hundred (\$300.00) in a two-year period.

9.11 Accident 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 of 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.

9.12 Health and Safety Education Leaves

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

ARTICLE 10 - RESPECT IN THE WORKPLACE

10.01 Workplace Violence & Harassment

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

10.02 Workplace Violence & Harassment Complaint Procedure

A person who considers that they have been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Company's management team within thirty (30) days of the latest alleged occurrence.

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

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

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

- (a) If the Company is unsuccessful in resolving the matter, then a Company designate and a Union Representative shall jointly investigate the complaint and shall submit their reports to the Company in writing within thirty (30) days of the referral of the complaint by the Employee. The Company shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (b) If the complainant and the investigators agree that the conduct in questions is not workplace harassment as defined in this Article, the investigators shall take no further action.

- (c) Where any Party to the proceeding is not satisfied with the findings of whether or not harassment has occurred or with the Company's response, the matters may be referred to an independent adjudicator for a final resolution. However, the recommendations of the adjudicator will not be binding upon either the Union or the Company. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.
- (d) An employee of the Company who considers that they have been subjected to workplace harassment by a person who is not a member or employee of the Company shall seek advice of their immediate supervisor. The immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.
- (e) Where the complaint is determined by the investigating Parties, including an independent adjudicator or the arbitrator to be of a frivolous, vindictive or vexatious nature, the Company may take appropriate action which may include discipline.
- (f) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01 Company to Prove Just Cause

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

11.02 Progressive Discipline

- (a) The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:
 - (i) A verbal Warning – in the presence of a Steward;
 - (ii) A Written Warning – copy to 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 Shop Steward, grievance Committee member or other Union designee.

- (d) Should an employee refuse Union representation they must sign a waiver with the Union and the Company.
- (e) The Local Union shall receive all copies of disciplinary notices given to employees within 24 hours of the action taken.
- (f) All discipline shall be administered by Management, and is subject to the grievance procedure.

11.03 Employee Personnel File

- (a) There shall only be 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 Company. On request the employee shall be provided with copies of any document or record contained in the employee's personnel file.
- (c) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.
- (d) 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. If an employee receives two or more warnings for similar infractions, the Union agrees to attend a meeting to discuss the circumstances, discipline and any further consequences.

ARTICLE 12 –GRIEVANCE PROCEDURE

12.01 Definition of Grievance

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

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

12.02 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) By mutual agreement, the parties may extend grievance time limits. Absent such agreement, any grievances not advanced through the process in accordance with these time limits shall be deemed abandoned.
- (d) Any Steward or Grievor in attendance at any grievance meetings will be on Company time.
- (e) All grievance shall be resolved without stoppage of work.

12.03 Grievance Steps

STEP 1 – Informal Complaint

To avoid the development of minor complaints into formal grievances, the parties wish that complaints arising from the interpretation or implementation of this agreement be discussed verbally between the employee and their immediate supervisor, with or without their steward, within ten (10) calendar days of the knowledge of the event that gave rise to the grievance. Every effort will be made to resolve the difference informally and the Company and the Union shall actively encourage all employees to pursue this course before initiating formal procedures.

Any resolution at this informal stage will not be precedent setting, and cannot act as binding interpretation of, or modification to the collective agreement.

STEP 2 – Written Grievance

Failing settlement at Step 1, the employee and their Steward/Union Representative, or the Company, shall within ten (10) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought and endeavor to settle the matter with the applicable manager or designate. The responding party shall render a decision by no later than ten (10) calendar days from receipt of the written grievance.

STEP 3

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

STEP 4

Failing settlement at Step 3, the grievance shall be referred to Arbitration.

ARTICLE 13 – ARBITRATION

13.01 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:

- Wayne Moore
- Corinn Bell
- Julie Nichols
- Jessica Gregory
- Rick Coleman
- Chris Sullivan

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 the Section 89 of the Labour Relations Code of British Columbia.

13.02 Cost Sharing

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

13.03 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.

13.04 Time Off Work for Arbitration Purposes

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

ARTICLE 14 – JOB POSTINGS

14.01 Filling Vacancies

- (a) All job openings (not temporary) in the bargaining unit will be posted on the Bulletin Board for three (3) working days. In operations where department seniority exists, job openings will be posted on a departmental basis. If no applications are received the job will be posted on a plant basis for two (2) working days.
- (b) Job openings 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) days. These jobs openings shall be filled in accordance with the principles established in 8.01 (a) and (b) of the Collective Agreement.

14.02 Selection of Successful Applicant

Preference will be given to applications from the most senior employees in accordance with the principles established in Article 8.01 of this Agreement.

14.03 Delayed 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
- (d) absence on Worker's Compensation not exceeding thirty (30) days

14.04 Notice of Successful Applicant

The names of the successful applicant will be posted the day after the selection. It will remain posted for at least three (3) working days.

14.05 Trial Period

The successful applicant may be entitled to up to sixty (60) working days and not less than five (5) working days trial period.

14.06 Return to Formerly Held Job

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.

14.07 Externally Filling Job Openings

In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 of this Agreement, the Company may fill the vacancy from any available source.

14.08 Preferential Hiring

- (a) When additional employees are required, the Union hall will be notified. It is agreed that the Union may refer suitable applicants for employment to the Company.
- (b) Hiring for the Bargaining Unit positions will be conducted on a gender-neutral basis, subject only to the availability of applicants with skills to do the job.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Injury or Illness

Eligible employees are entitled to sick leave in accordance with the provisions of the Employment Standards Act.

15.02 Medical Certificates

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

15.03 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) Employees can also request an unpaid leave of absence for personal reasons for up to thirty (30) days. The leave may be extended an additional thirty (30) days for bona fide reasons and upon mutual agreement between the Company and Union. Such requests must be made in writing before the initial leave is completed. If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he will be considered as having terminated his employment.

- (d) All requests for unpaid leaves of absences should be submitted to the Company. Approvals or denials are subject to operational requirements; however, such leaves shall not be unreasonably denied.

15.04 Bereavement Leave

- (a) For each day that an employee is absent from work due solely to the death and funeral of their legal spouse or natural or adoptive child, they shall be paid an allowance amounting to their full regular daily straight time pay up to a maximum of five (5) working days including the date of the funeral.
- (b) For each day that an employee is absent from work due solely to the death and funeral of their mother, father, mother-in-law, father-in-law, sister or brother, they shall be paid an allowance amounting to their full regular daily straight time pay up to a maximum of three (3) working days including the day of the funeral.
- (c) In the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be paid on the basis of regular hours at their normal straight time rate for the day of the funeral.
- (d) Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

15.05 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 Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work.
- (b) On any day when an employee is called but not chosen for duty they must return to work for the balance of the shift. They must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.
- (c) It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty.
- (d) The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

15.06 Union Leave

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within twenty-one (21) days after completion of their term of employment with the Union.

- (b) The Company will grant an unpaid leave of absence to employees who are elected to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given at least twenty-one (21) days' notice in writing.
- (d) With respect to any unpaid leave of absence granted, the Company shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Company's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and pension. The Union shall then reimburse the Company to the amount of the account rendered within sixty (60) days.

15.07 Union Bargaining Committee

- (a) The Company agrees to recognize and deal with a Negotiating Committee of not more than two Employees, who will be regular Employees of the Company, along with representatives of the International Union.
- (b) The Negotiating 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 Company agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Company in the negotiation of the renewal or modification of this Agreement.
- (d) During negotiations for a new Collective Agreement, the Company shall place employees, members of the Negotiating Committee on the day shift.

15.08 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.

15.09 Public Office Leave

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty-one (21) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.

- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

15.10 Gender Based Violence

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

- (a) The Company agrees to grant an employee up to five (5) days of paid leave and up to an additional five (5) days unpaid leave per calendar year, without loss of seniority, to deal with issues related to gender based violence. Notwithstanding the above, the Company also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to gender based violence shall not be unreasonably denied.
- (b) Further to the above, the Company agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to gender-based violence shall not be unreasonably denied.
- (c) In addition to the time referred to above, the employee will be entitled up to another four (4) months of unpaid leave to be taken at a minimum of one day or more. Such leave will not be unreasonably denied.
- (d) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning gender-based violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- (e) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning gender-based violence be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- (f) The Company will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of gender-based violence.

15.11 Religious Observations

Employees may request up to two (2) days off without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A

minimum of twenty-one days (21) notice is required for time off requests under this provision unless this is impossible due to the unpredictable nature of the spiritual or holy day, in which case as much notice as possible shall be provided.

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

ARTICLE 16 – HEALTH AND WELFARE BENEFITS

16.01 Health and Welfare Plan

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

1. Extended Health	
2. Vision Care	Charges for routine eye examinations every two (2) years to a maximum of seventy-five (\$75.00) when performed by a physician or optometrist is provided to the employees through the Extended Health Services, Pacific Blue Cross.
3. Health Allowance	The Company will provide a Health Allowance of three hundred dollars (\$300.00) per calendar year to each employee. This allowance will allow the employee to use this money towards their medical needs. This allowance can be used to cover Orthodontics, Eye Glasses, Braces, and additional costs that may exceed the Extended Health Coverage, or that which is not included in the Extended Health Plan. Employees can carry over unused funds from their Health Allowance for a maximum of two (2) years (\$600.00).
4. Life Insurance	\$50,000.00
5. Accidental Death & Dismemberment	\$50,000.00
6. Weekly Indemnity	(1-4-26) to EI max of \$650.00 *Not applicable if Workers Compensation is payable
7. Dental Plan	Basic Dental – 80% coverage Prosthetic Appliance and Crown; Bridge Procedures 50% up to a maximum of \$1,500 per calendar year. Dental Plan will be terminated at the end of the month following lay-off.

Employees who have payments under item 6 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.

16.02 Plan Principals

- (a) Premium costs for the health and welfare plans set out under Article 16.01 will be paid 100% by the Company.
- (b) Participation in the Plan will be a condition of employment unless this right is waived by the Employee.
- (c) Coverage will be portable between companies
- (d) Coverage will be provided up to accumulative maximum in a calendar year beyond the current month of layoff for:
 - i. Medical - 3 months
 - ii. Weekly Indemnity - 2 months
 - iii. Life Insurance - 3 months
- (e) Coverage during lay-off will be supplied without charge to the parties with the exception of Dental.
- (f) 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
- (g) Eligibility for and/or entitlement to any of the benefits outlined in Article 16.01 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 Company will continue to provide assistance to its Employees in their dealings with the Insurer to effect resolution. The Company's liability under this article is restricted to making a plan available, and paying the premiums required.

16.03 Pension

- (a) The Pension Plan Agreement made between the Company and the United Steelworkers of America on the 16th day of November, A.D. 1959 (including any subsequent amendments thereof) a copy of which is annexed hereto, is a part of this Collective Agreement and the parties are bound by the terms thereof.
- (b) The Company agrees to contribute to the Union Pension Plan on behalf of the employees in the bargaining unit as follows:

Effective July 1, 2023 the Company will pay one dollar and sixty cents (\$1.60) per hour pension contribution on behalf of the members of the Pension Plan.
- (c) Employees are given the option to opt out of the Steelworker Pension Plan to join Company RRSP.
- (d) The Company will continue to make pension contributions for employees granted leave of absence under Article 15.06. The Company will be reimbursed for the

Company contributions made from the employee's first pay cheque after the leave of absence.

- (e) The pension contributions made by the Company shall be forwarded to the Union at the same time as union dues pursuant to Article 4.03.
- (f) It is clearly understood that the Company's obligation is restricted to making the pension contributions as set out in Article 16.03(b) above.
- (g) 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 17 - WAGES

17.01 Wage Schedule

- (a) The job classifications and rates of pay listed in the attached Wage Schedule 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 classification set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the 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. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

17.02 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.

17.03 Daily Rate Retention

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.

17.04 Cheque Issue - No Delay

The Company will make provisions so that there will be no undue delay in issuing cheques on pay day.

17.05 Statement of Earnings

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 their pay statement so that the employee can clearly understand how their total pay was calculated.

17.06 First Aid Attendants

\$0.50 per hour - Level I

The First Aid Certificate requirement of the Workers' Compensation Board for each individual company will determine the premium that will be paid.

17.07 Payment of Wages - Irregular

Any employees being discharged, laid off or leaving of their own accord 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.

17.08 Charge Hand Definitions

(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.

(b) **PREMIUMS**

CHARGE HAND.....\$0.75

An employee working as Charge Hand will receive appropriate premium above the highest classification supervised.

ARTICLE 18 – GENERAL PROVISIONS

18.01 New Employees

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

18.02 Identification of Immediate Supervisor

The names of all immediate Supervisors, setting forth their official status will be posted on the Company's Bulletin Board(s).

18.03 Education Fund

The Company shall contribute to the Union the sum of five cents (\$.05) per hour per employee for each hour worked for education and training of Union members. The money shall be made payable to Local Union 2009 Education and Training fund, #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and shall be remitted by the 15th of

each month for the previous month and the Company shall provide necessary information regarding amounts paid for each employee.

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

18.04 Appendices, LOUs, and MOAs

- (a) The Company 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 Company 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.

18.05 Coveralls

The Company will supply and maintain clean coveralls and/or pants.

ARTICLE 19 – TECHNOLOGICAL CHANGE, PERMANENT CLOSURES, LAYOFF, AND RECALL

19.01 Adjustment Plan

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

- (a) The Company will provide the Union with a minimum of sixty (60) days' notice of such measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees.
- (b) after notice has been given, the Company and trade union will meet, in good faith, and endeavor to develop an adjustment plan within fourteen (14) days.

19.02 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 to a maximum of twelve (12) weeks pay. 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.
- (d) 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 Company and the union.

19.03 Notice of Closure

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

19.04 Layoff Procedure

- (a) In cases of lay-off, the Company will give as much notice as possible.
- (b) Layoffs will occur in the reverse order of seniority among employees occupying classifications from which the Company determines that layoffs will occur. An employee so laid off will be permitted to bump the junior person in another classification provided the laid off employee is competent to perform the work.
- (c) Notwithstanding Article 19.01 and not less than fourteen (14) days, as much notice as possible shall be given to each employee to be laid off. The notice shall be given in writing with the exception of those employees who are recalled from lay off for periods of less than twenty-one (21) days of work.
- (d) In the event of work shortages, the Union and the Company shall attempt to meet by telephone or otherwise, to discuss alternatives to lay off. Thereafter, the layoffs will proceed unless the Parties mutually agree to an alternative process.

19.05 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.

19.06 Severance Pay

Employees terminated by the Company due to a merger, consolidation, or a permanent closure of an operation shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service, to a maximum of eighteen weeks.

ARTICLE 20 - STRIKES AND LOCKOUTS

20.01 Strikes and Lockouts Prohibited


- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

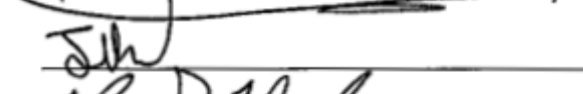
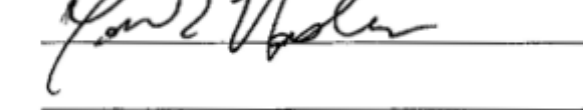
- 21.01 This Agreement shall be for the period from and including July 1st, 2023 to and including June 30, 2026, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is June 30, 2026 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.
- 21.02 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 Company 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.
- 21.03 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 5th day of July, 2023.

DENDOFF SPRINGS LIMITED



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

DENDOFF SPRINGS LIMITED

WAGE SCHEDULE

CLASSIFICATION	Previous Contract	July 1/23	July 1/24	July 1/25
(Percentage)		5.5%	3%	3%
Spring-Maker	28.55	30.12	31.02	31.95
General Helper Level II	23.29	24.57	25.31	26.07
General Helper level I	21.42	22.60	23.28	23.97

1. All General Helper Level I's will automatically move to the General Helper II Rate after completing twelve (12) months of work with the Company.
2. The Company and Union will meet within one hundred and eighty (180) days to develop a Letter of Understanding regarding progression to the Spring-Maker classification.

LETTER OF UNDERSTANDING No. 1

BETWEEN: Dendoff Springs Limited

**AND: United Steelworkers
(On Behalf of Local Union 2009)**

Whereas it is agreed between the Parties as follows:

ARTICLE 7 - VACATIONS WITH PAY

7.01 EMPLOYEES HIRED BEFORE 1/1/93 WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than 1 year	1 day for each major fraction of month worked (max 10 working days)	4%
1 yr but less than 5 yrs	2 weeks	4% or 2 wks*
5 yrs but less than 8 yrs	3 weeks	6% or 3 wks*
8 yrs but less than 15 yrs	4 weeks	8% or 4 wks*
15 yrs but less than 20 yrs	5 weeks	10% or 5 wks*
20 yrs but less than 30 yrs	6 weeks	12% or 6 wks*

(1200 minimum hours worked)

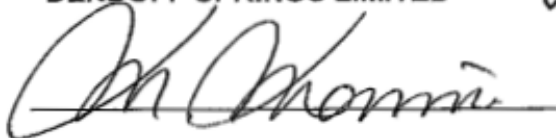
*Pay at employee's current classified rate whichever is greater at time of vacation.

7.04 VACATION PAY - ON TERMINATION For employees hired before 1/1/93 who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

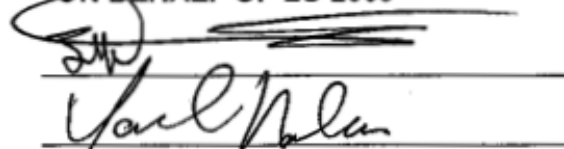
- Less than 5 years..... 4%
- 5 years but less than 8 years..... 6%
- 8 years but less than 15 years..... 8%
- 15 years but less than 20 years..... 10%
- 20 years but less than 30 years..... 12%

Renewed 5th day of July, 2023.

DENDOFF SPRINGS LIMITED



**UNITED STEELWORKERS
ON-BEHALF OF LU 2009**



LETTER OF UNDERSTANDING No. 2

BETWEEN: Dendoff Springs Limited

AND: United Steelworkers
(On Behalf of Local Union 2009)

RE: Union Initiation Fees

Through bargaining the 2023-2026 collective agreement it was discovered that this has historically not been paid by members at Dendoff Springs.


As per the United Steelworkers International Constitution, all newly hired members of the union are required to pay an initiation fee; typically, in the form of a one-time deduction. This is further defined in United Steelworkers Local 2009's By-laws which dictate that the initiation fee is equal to eight (8) hours of pay times the base rate contained in the collective agreement in the workplace.

Therefore, the parties agree to modify the collection of the initiation fee as follows:

All new employee hired after June 1st, 2023 will have two hours of the base rate deducted bi-weekly each pay period until the initiation fee of eight (8) hours base rate is paid in full.

Dated this 5th day of July, 2023.

DENDOFF SPRINGS LIMITED



**UNITED STEELWORKERS
ON BEHALF OF LU-2009**

