

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PACIFIC PARTICULATE MATERIALS**

**AND**

**UNITED STEELWORKERS LOCAL 2009**

**Effective December 11, 2014 – December 10, 2018**

Errors & Omissions Excepted

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## COLLECTIVE AGREEMENT

### PURPOSE

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining. The parties will ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

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

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

### ARTICLE 1 - LEGISLATION

Furthermore, the parties agree to abide by the applicable labour, employment and human rights laws of British Columbia.

### ARTICLE 2 - SCOPE AND UNION RECOGNITION

#### **2.1** Scope

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the *Labour Relations Code* of British Columbia.

#### **2.2** Recognition

The Company recognizes the Union as the sole collective bargaining agent of the certified employees of the Company.

#### **2.3** Employee

In this Agreement, "employee" means an employee in the bargaining unit.

**2.4 Meetings**

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

**2.5 Bargaining Authority**

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

**2.6 Access to Operations**

Official Union representatives shall obtain access to the Company's operations for the purpose of meeting with the management and/or employees. The Union shall obtain authorization from the Employer as to the appropriate time for such contact. Permission will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company. The Union will attempt to limit all such contacts to non-working hours.

**ARTICLE 3 - MANAGEMENT RIGHTS**

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

**ARTICLE 4 - UNION SECURITY****4.1 Membership**

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

- a. Authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 200<sup>th</sup> Street, Langley, B.C. V1M 3A6.
- b. 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 4.01 (a).

#### **4.2 Check-Off: Process and Procedures**

- a. The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- b. The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- c. No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
P.O. Box 9083  
Commerce Court Postal Station  
Toronto, Ontario  
M5L 1K1

- d. The monthly remittance shall be accompanied by a completed USWA 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, i.e. Worksafe B.C., W.I., laid off, etc.
- e. A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009  
Attn: Financial Secretary @ 604-513-1851

- f. The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- g. The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

#### **4.3 Amount of Dues and Initiation Fees**

Such dues and initiation fees shall not be changed except in accordance with the provisions of the Union's constitution and bylaws. No such change will be effective until the Union has delivered written notice of the change to the Employer and all employees. Initiation fees may be deducted in equal amounts over a period of three (3) months beginning the month following becoming a member of the Union.

### **ARTICLE 5 - UNION REPRESENTATION**

#### **5.1 Recognition of Shop Stewards**

The Employer shall recognize one (1) regular and one (1) alternate Shop Steward, elected or appointed by the Union. The alternate steward will replace regular steward in his/her absence and, where there are meetings with management will participate in such meetings as appropriate.

- 5.2 The Shop Steward shall be a full time regular employee who has completed six months' employment.

#### **5.3 Notification**

The Union shall notify the Employer in writing of the name of the Shop Steward. The Employer shall not be required to recognize a Shop Steward until it has been so notified.

#### **5.4 Investigation/Processing of Grievances**

Where possible, stewards' duties will be performed outside of normal working hours. In no such case will there be any interference with production. If such duties are performed during working hours, a Steward must first obtain permission from his or her manager or designate.

## **5.5 Negotiations**

- a. The Employer agrees to recognize and deal with a Negotiating Committee of one (1) employee who will be a regular employee of the Employer and one (1) alternate employee in the event of the absence of the regular employee, along with representatives of the International Union.
- b. Leave of absence without pay and without loss of seniority shall be granted with reasonable notice for activities related to negotiations.

## **5.6 Bulletin Board**

The Employer shall make a bulletin board available for the posting of Union bulletins regarding meetings, appointment of committees, election of officers, seniority lists, dues, entertainment, and health and safety. All such bulletins must be approved by the Union and the Employer before posting. The Shop Steward shall be responsible for ensuring that the bulletin board is used in accordance with this Agreement.

## **5.7 Labour Management Committee**

A Labour-Management Committee shall be established, consisting of up to two (2) employees, provided operating requirements permit, and of up to two (2) representatives of the Employer. On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two (2) months during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

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.

Employees attending such meetings will be paid straight time wages for the time spent at the meeting.

## **5.8 Consultation with Union**

The Employer agrees to inform the Shop Steward or Grievance Committee person, if available, prior to discharging, laying off or demoting an employee.

## **ARTICLE 6 - EMPLOYMENT STATUS**

### **6.1 Probationary Period**

Each employee shall serve a probationary period of 520 hours actually worked, commencing with his/her date of hire.

The parties acknowledge that a probationary employee may be terminated from employment at any time in the probationary period for unsatisfactory performance, conduct or suitability as determined by the Employer or for other reasons less serious than the just and reasonable cause that would be applied to employees who have successfully completed their probation.

### **6.2 Full Time Regular Employees**

Full-time regular employees are regularly scheduled to work thirty two (32) or more hours per week on a continuing basis.

### **6.3 Part Time Regular Employees**

Part-time regular employees who are regularly *scheduled* to work less than thirty two (32) hours per week on a continuing basis.

### **6.4 Casuals**

Casuals are persons who are called into work by the Employer from time to time, but who have no regularly scheduled hours. Casuals are not obligated to work when requested, and they are not covered by this Agreement.

### **6.5 Restriction**

No casuals will be hired while an employee with recall rights is on layoff. Casuals will not be used to replace full or part-time employees. In addition, where practicable, part-time employees will not be used to replace full-time employees. It is understood that part-time past practices will continue.

## **ARTICLE 7 - HOURS OF WORK**

### **7.1 No Guarantee**

Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work

## 7.2 Regular Hours

- a. **Day Shift** The standard work day will consist of eight (8) hours paid time, plus an additional thirty (30) minute unpaid lunch period. It is understood and agreed, mutually, that the day shift hours may be any continuous eight (8) hours within the period 7:00 a.m. and 4:30 p.m.
- b. **Afternoon Shift** Where a second shift is employed, the hours of work will consist of eight (8) hours paid time, plus an additional thirty (30) minute unpaid lunch period. Hours of work will be 3:00 p.m. to 11:30 p.m.
- c. **Night Shift** Where a third shift is employed, the hours of work will consist of eight and one-half (8 ½ ) hours paid time, including a thirty (30) minute lunch period paid at straight time. Hours of work will be 11:00 p.m. to 7:30 a.m.
- d. **Maintenance Shifts** Eight (8) hours worked. Unless otherwise agreed, Monday to Friday between the hours of 7:00 a.m. and 3:00 p.m. Provided there is one maintenance person, he/she will be paid thirty (30) minute lunch break, otherwise the shift shall be between 7:00 am and 4:30 pm with an unpaid lunch break.

## 7.3 Work Week

- a. For persons trained and operating the furnaces, the work week will be a seven days per week continuous operation.
- b. For maintenance and production workers that are not operating the furnaces, the work week will be Monday to Friday.
- c. Notwithstanding the provisions of 7.3(a) above the parties recognize and agree that initially, that new employees must be trained on day shift to operate the furnaces in order to be fully competent to operate the furnaces when alone on shift with no supervision. When deemed to be fully competent, they can then be scheduled for these shifts. Training time will not be longer than three months without the agreement of the Union. Such agreement will not be unreasonably withheld.

## 7.4 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday.

**7.5 Starting/Stopping Times**

Changes in regular starting and stopping times for daily and weekly work may be made following consultation with the Union Plant Committee.

**7.6 Work Schedules**

The Employer shall post the regular hours of work every two weeks on a bulletin board which is easily accessible and visible to employees.

**7.7 Change of Shift**

The Employer shall provide at least twenty four (24) hours' notice of a change in shifts, and at least eight (8) consecutive hours free of work between each shift worked except in the case of an emergency.

**7.8 Shift Preference**

An employee will have the opportunity to choose his/her choice of shift based on seniority and ability to perform the available work.

**7.9 Time Recording**

The arrival and departure time of each employee will be recorded.

**7.10 Meal Break**

The lunch period will be mutually arranged between the Company and the Union Plant Committee. 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.

**7.11 Rest Breaks**

An employee who works more than five (5) consecutive hours in a day shall receive a ten (10) minute paid rest break before the meal break, and a ten (10) minute paid rest break after the meal break. An employee who works five (5) hours or less in a day shall receive one ten (10) minute paid rest break. Such times shall be mutually agreed-to between the employer and either the employee or the shop committee.

**7.12 Clean-up Time**

An employee will be allowed a clean-up period of five (5) minutes prior to each rest and lunch break and immediately before the completion of his/her shift for the clean-up of the working area and stowage of Company equipment and tools.

### **7.13 Minimum Pay**

#### **a. Where Work Commences**

Four (4) hours will be paid at regular rate, if the employee starts work unless the work is suspended for reason beyond the control of the Employer, including weather conditions, power failure, etc., in which case two (2) hours will be paid at the regular rate.

#### **b. Where Work has Not Commenced**

Where the employee has come to work but has not commenced working, two (2) hours paid at the regular rate, unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.

### **7.14 Hours Free From Work**

The Employer shall ensure that each employee has at least thirty two (32) consecutive hours free from work each week.

### **7.15 General Holidays**

Where a week contains a General Holiday, the references to hours in a week shall be reduced by eight (8) hours for each General Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the General Holiday.

## **ARTICLE 8 - OVERTIME, PREMIUMS AND WAGES**

### **8.1 Overtime Pay**

An employee shall receive overtime pay of one and one half (1 1/2) times his or her regular hourly wage for all hours worked in excess of:

- a. eight (8) in a day; and
- b. forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.

### **8.2 Double Time Pay**

An employee shall receive overtime pay of two (2) times his or her regular hourly wage:

- a. for all hours worked in excess of twelve (12) in a day; and
- b. forty eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.
- c. For Sundays where an employee has worked forty (40) or more hours in the preceding week.

### **8.3 Overtime Assignment**

Overtime will be distributed "equitably" month to month amongst those employees capable of performing the work. Should there be insufficient volunteers, overtime will be assigned in reverse order of seniority.

### **8.4 Overtime Meals**

Employees who work more than two (2) hours of overtime on a regular shift will be provided with an overtime meal and given one-half hour on Company time to eat their lunch.

### **8.5 Authorization Required**

All overtime must be authorized in advance by the employee's manager or designate.

### **8.6 Shift Premiums**

Afternoon Shift	\$0.35 per hour worked
Night Shift	\$0.70 per hour worked

### **8.7 Charge Hand Premium**

\$1.25 per hour worked  
 Named Charge Hands: O. Balan, D. Joel, M. Guanco.  
 Future Charge Hand positions will be posted by seniority.

### **8.8 No Pyramiding**

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, shift premiums or other such premiums contained in this Agreement.

### **8.9 Appendix "A"**

Each employee shall be paid the hourly rate established by Appendix "A" for their job classification.

**8.10 Pay Days**

There shall be a regular pay day on the fifteenth (15<sup>th</sup>) and last day of the month at which time each active employee shall be provided with a statement of earnings and deductions for the pay period covered.

**8.11 Payment of Wages**

Unless there are extenuating circumstances, an employee who has been discharged, laid off, or leaving of his/her own accord will be paid all wages owed to him/her within forty-eight (48) hours of the expiration of the next working day.

**8.12 New Classifications**

If a new classification is created during the term of the collective agreement, the Employer will immediately notify the Local Union in writing and provide a job description and the proposed wage rate. The parties agree they shall meet as soon as possible to discuss and if necessary negotiate the rate of pay. If the rate of pay cannot be mutually agreed the parties agree to refer the issue according to the arbitration procedures in Article 15.3. The arbitrator will have the authority to determine the appropriate rate of pay for the new classification.

**ARTICLE 9 - GENERAL HOLIDAYS****9.1 General Holidays**

The following days are General Holidays:

New Years' Day	Family Day	Good Friday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

**9.2 When plant holidays:**

- a. Fall on a Saturday and/or Sunday, they will be celebrated on the following Monday or Friday as mutually agreed to by the Union committee and the Employer; and
- b. fall on a consecutive Saturday and Sunday, or Sunday and Monday, they will be celebrated on the following Monday and Tuesday or Thursday and Friday as mutually agreed to by the Union Committee and the Employer.

**9.3 Where there are operational requirements, the scheduling of the plant holidays will be discussed in advance with the Union Committee.**

#### **9.4 Qualifying Conditions**

- a. An employee, to qualify for Statutory Holiday pay, the employee must comply with each one of the following three conditions.
  - i. Has been on the payroll for thirty (30) calendar days immediately preceding the holiday; and
  - ii. Has worked the last scheduled workday before and the first scheduled work day after the holiday unless their absence is due to illness, compensable occupational injury or is otherwise authorized by the employer
  - iii. Notwithstanding (ii.) above, the employee must have worked one (1) day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days
- b. In the case of injury or illness in (ii) above, the Employer shall have the right to request a medical certificate.

#### **9.5 Work Performed on a General Holiday**

If an employee is required to work on a General Holiday, he or she will receive one and one-half (1½) times his or her regular hourly wage for the work performed on that day, plus another day's pay, as determined using the formula in 9.4.

#### **9.6 Vacation**

If a General Holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such General Holiday.

### **ARTICLE 10 - ANNUAL VACATIONS**

#### **10.1 Vacation Entitlement**

- a. Employees who have completed one (1) year of continuous service will be entitled to two weeks' paid vacation per annum.
- b. Employees who have completed five (5) years of continuous service shall be entitled to three (3) weeks' paid vacation per annum.
- c. Employees who have completed ten (10) years of continuous service shall be entitled to four (4) weeks' paid vacation per annum.

## **10.2 Vacation Pay**

- a. The Employer shall pay annual vacation pay to each employee calculated on the employee's total wages for the year in which the employee earned the vacation, at the rate of two percent (2%) for each week or an additional point four (0.4%) for each additional day of annual vacation to which the employee is entitled.
- b. Provided adequate notice is provided, the Employer shall pay to each employee the vacation pay to which he or she is entitled a minimum of one (1) week but in no case two (2) weeks in advance of the scheduled vacation period.
- c. Employees will have the option of receiving vacation pay at the end of the calendar year.

## **10.3 Scheduling**

All vacations must be taken at a time agreeable to the Employer and is subject to operational requirements. Vacations shall be scheduled with the senior employees given preference up to March 1 after which it shall be on a "first come, first served" basis, subject to operational requirements.

## **10.4 No Carry Over**

Vacations must be taken during the calendar year. Vacation entitlement cannot be banked or carried over from year to year.

# **ARTICLE 11 - LEAVES OF ABSENCE**

## **11.1 Union Business**

### **a. Union Meetings**

Provided operating requirements permit, no more than one (1) employee who has been elected or appointed by the Union to attend an official International, National or local meetings will be granted leave of absence of up to two (2) weeks without pay. Notice must be confirmed in writing by the Union and given to the Employer at the earliest opportunity but no later than ten (10) working days prior to the meeting.

## **b. Official Union Positions**

Provided operating requirements permit, the Employer shall grant not more than one (1) employee a leave of absence of not less than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for one additional three year period.

## **11.2 Bereavement Leave**

Where a death occurs in an employee's immediate family, he or she shall be granted leave for up to three (3) days with pay. "Immediate family" means the employee's spouse, parent, parent-in-law, guardian, child, sibling, grandchild, grandparent or other person who lives with an employee as a member of the employee's family. In order to receive paid bereavement leave, an employee must have been scheduled to work on the days of such leave.

## **11.3 Pregnancy, Parental and Family Responsibility Leave**

### **a. Pregnancy Leave**

A birth mother is entitled to up to seventeen (17) weeks unpaid pregnancy leave plus a further thirty-five (35) weeks unpaid parental leave. A birth mother who does not take pregnancy leave can take up to thirty-seven (37) weeks unpaid parental leave. Pregnancy leave can begin up to eleven (11) weeks before the expected birth date and end no earlier than six (6) weeks after the actual birth date unless the birth mother requests a shorter period. In applying for pregnancy leave, four (4) weeks written notice is required. Requests must be certified by a registered Medical Doctor.

If the birth mother is unable to return to work for reasons related to the birth or pregnancy, pregnancy leave may be extended by a further six (6) weeks.

### **b. Parental Leave**

Birth fathers and adoptive parents can take up to thirty-seven (37) weeks of unpaid parental leave. Parental leave can be taken any time within one (1) year of the birth or adoption but must all be taken off at once. Four (4) weeks' written notice is required prior to taking the leave.

**c. Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- i. the care, health or education of a child in the employee's care, and
- ii. the care or health of any other member of the employee's immediate family as defined in Article 11.2.

Should the Employment Standards Act be amended, the above provisions will comply with such amendments.

**11.4 Compassionate Leave**

- a. An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member as defined in Article 11.2 if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
  - i. the date the certificate is issued, or
  - ii. if the leave began before the date the certificate is issued, the date the leave began.
- b. The employee must give the employer a copy of the certificate as soon as practicable.
- c. An employee may begin a leave under this section no earlier than the first day of the week in which the period under paragraph (a) begins.
- d. A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - i. the family member dies;
  - ii. the expiration of 26 weeks or other prescribed period from the date the leave began.
- e. A leave taken under this section must be taken in units of one or more weeks.

- f. If an employee takes a leave under this section and the family member to whom paragraph (b) applies does not die within the period referred to in that paragraph, the employee may take a further leave after obtaining a new certificate in accordance with paragraph (a), and paragraphs (b) to (e) apply to the further leave.

### **11.5 Jury or Witness Duty**

It is the responsibility of the Employee to advise his or her supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any court.

If an employee is summoned or subpoenaed for jury selection or for jury duty, the Employer will grant the employee up to fifteen (15) working days with pay, which will be the difference between his/her regular pay and the monies received for jury duty.

On any day when an employee is called but not chosen for duty he/she must immediately return to work for the balance of the shift. He/she 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.

## **ARTICLE 12 - SENIORITY**

### **12.1 Definitions**

The Employer recognizes the principle of seniority provided that an employee is competent to perform all job duties for any position to which he/she is assigned to work pursuant to the provisions of the Article. Competency will be based on an assessment of an employee's ability to do the work and efficiently meet the requirements of the position. The seniority of an employee means the length of service with the Employer since his/her last date of hire.

Where applicable, for employees other than full time regular employees, seniority shall be calculated on the basis of hours worked. Should such persons become regular full time, accrued seniority will be determined by dividing the accumulated hours worked by 2080 hours.

### **12.2 Seniority Date**

Except as provided in this Agreement, an employee's seniority date will be his or her most recent date of hire.

### **12.3 Leaves of Absence**

Seniority shall continue to accrue during an approved leave of absence authorized by this Agreement.

### **12.4 Leaving the Bargaining Unit**

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

### **12.5 Layoff**

A layoff shall be defined as a period in which there is a reduction in staffing that exceeds five (5) working days. Employees shall be laid off in reverse order of Company seniority, subject to the employee's present ability to perform the required work.

Employees shall be laid off in reverse order of seniority, subject to the employee being competent to perform the required work.

### **12.6 Sequence**

Casual, then part time regular employees shall be laid off followed by full-time regular employees.

### **12.7 Bumping**

If an employee displaced from his or her position by the layoff procedure has the competence to do so, that employee may bump another employee with less seniority.

An employee may only bump up if he/she has previously held the job in the operation on a regular basis.

Casual employees may not bump part or full-time regular employees.

### **12.8 Recall**

For the purposes of recall from layoff, the above procedure and sequence shall be reversed. The Employer may recall employees under either one (1) of two (2) conditions:

**a. Short Notice**

When an employee is recalled, the Employer will advise the employee at least one (1) working day prior to the date the employee is to return to work. Employees will be advised of recall by telephone. If the Employer is unable, after reasonable efforts, to contact the laid off employee within four (4) hours, the Employer may recall the next employee in the sequence.

**b. Normal Notice**

When an Employee is recalled, the Employer will advise the employee three (3) working days prior to the date the employee is to return to work. If the Employer is unable, after reasonable efforts, to contact the laid off employee, the Employer may recall the next employee in the sequence.

**12.9 Rate Upon Recall**

Employees recalled to work shall receive the current rate for the classification into which they are recalled.

**12.10 Vacancies**

Vacancies which are greater than thirty (30) days in length, in existing or new classifications for full-time employment shall be posted in a conspicuous location for three (3) consecutive working days. The posting will outline the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the third (3rd) working day after the initial posting, on forms supplied by the Employer. Selection will be based on seniority and ability.

**12.11 Trial Period**

Employees filling vacancies or obtaining promotions through the procedure outlined above and who do not have the required skill and knowledge to fulfil the requirements of the posted position, shall serve a trial period of sixty five (65) days actually worked.

During this period, they shall be paid one-half (1/2) of the difference between the rate of their current job and that of the new classification.

If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that he or she cannot do the job, the employee shall be returned to his or her former position or one of equal rank.

### **12.12 Probationers**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

### **12.13 Loss of Seniority**

Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause;
- (c) has less than one (1) years' service and is not recalled within a period of six (6) months;
- (d) has one (1) or more years' service and is not recalled within a period of one (1) year;
- (e) after a layoff, fails to report following notification to return to work within seven (7) days;
- (f) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives satisfactory reasons to the Employer for his or her failure to do so.

### **12.14 Seniority List**

The Employer shall provide the Union with a current seniority list at least once every six (6) months.

### **12.15 Employee's Responsibility**

It is the employee's responsibility to provide the Employer with an up-to-date telephone number and address.

## **ARTICLE 13 - HEALTH AND WELFARE BENEFITS**

The Employer will cover 50% of the cost of the BC Medical Plan starting on June 1, 2015 and as of June 1, 2016 the employer will cover 100% of the cost of the BC Medical Plan for employees and their families, and will provide a "health benefits account" that will address the following benefits:

- Life Insurance
- AD&D
- Extended Health
- Dental
- Vision Care

Benefits to be provided to a maximum annual expenditure per employee of:

Single	\$700
Couple	\$1000
Family	\$1200

## **ARTICLE 14 – OCCUPATIONAL HEALTH AND SAFETY**

### **14.1 Employer Responsibilities**

The Employer shall make all reasonable provision for the occupational health and safety of the employees.

### **14.2 Employee Responsibilities**

Employees are expected to take all reasonable precautions in performing their work and abide by all safety rules and procedures.

### **14.3 Personal Clothing**

The Employer shall supply and maintain the following:

1. Aprons
2. Coveralls/smocks
3. Eye Protection
4. Ear protection
5. Respirator
6. Gloves
7. Head covering

**14.4 Safety Committee**

It is mutually agreed that a Safety Committee consisting of up to two (2) representatives each from the Employer and the Union, the Committee will assist in creating a safe place to work and shall recommend actions which will improve the effectiveness of the health and safety program as directed by Workers' Compensation Regulations. Subject to operating requirements, the full committee will meet no less frequently than once every two months. Minutes of such meetings will be posted on the notice board.

**14.5 Pay for Meetings**

The Company will pay straight-time rates not exceeding two (2) hours per month to safety committee employee members for the actual time spent during working hours.

**14.6** Lunch and rest rooms shall meet the requirements of Worksafe BC. Employees will cooperate by observing rules of cleanliness.

**14.7** Supervisors will not normally be in the lunch room during bargaining unit scheduled breaks.

**14.8** If an employee is injured on the job and a doctor recommends no further work on that day, the employer will pay the employee his/her regular hourly pay for the remainder of the regular shift.

**14.9 Boot Allowance**

For employees who are required to wear safety footwear, the Employer will pay a maximum of one hundred dollars (\$100.00) in January of each year upon submission of a receipt for their footwear purchase.

**14.10 First Aid**

- a. A qualified employee who is designated as the first aid attendant for his/her shift shall be paid a premium of thirty five cents (\$0.35) per hour worked.
- b. Upon successful completion of the course, the Employer will pay course fees and the cost of books for employees who are required to attend first aid courses.
- c. Employees who are required to attend first aid courses will be reimbursed regular wages for lost time while in attendance at a course.



## **ARTICLE 15 - GRIEVANCE PROCEDURE**

### **15.1 Definition**

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

### **15.2 Grievance Procedure**

The following grievance procedure shall apply:

#### **Step 1**

Within five (5) working days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with the Ceramic Processing Technician or designate.

#### **Step 2**

If the question is not satisfactorily resolved in Step 1, the same individual along with a shop steward, may within five (5) working days of Step 1, present the grievance to the Ceramic Processing Technician or designate.

#### **Step 3**

If the matter is not resolved, within ten (10) working days of Step 2, the Union may present the grievance in writing to the Sales and Marketing Manager, clearly setting forth nature of the alleged violation, including the Article(s) involved and the remedy sought. The parties shall meet in order to resolve the grievance. The Company shall provide the employee with a written reply within ten (10) working days following the meeting.

#### **Step 4**

If the grievance remains unresolved after the conclusion of Step 3, either party may, within fifteen (15) working days refer it to arbitration. Notification shall be in writing including the question or questions to be answered.

### **15.3 Problem Resolution Procedure**

- a. If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to by the parties shall:
  - (i) investigate the difference,
  - (ii) define the issue in the difference, and
  - (iii) make written recommendations to resolve the difference.

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- b. If either party is not satisfied with the recommendations delivered in accordance with Article 15.3(a) above, it may, within five (5) working days of receipt of those recommendations, present the grievance at the next step of the grievance procedure. Failure to do so shall result in a deemed settlement of the grievance in accordance with such recommendations.
- c. If the grievance is not resolved, recommendations from 15.3 (b) above will not be admissible as evidence in any further adjudication of the grievance.

#### **15.4 Policy and Discharge Grievances**

- a. The Union or the Employer shall have the right to initiate a policy grievance at Step 3.
- b. Discharge grievances shall commence at Step 3.

#### **15.5 Time Limits**

Grievances which are not processed from one step to another within the time limits set out in this Article shall be deemed to be settled on the basis of the last written reply received by the grievor.

#### **15.6 Settlements**

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

### **ARTICLE 16 - ARBITRATION**

#### **16.1 Choice of Arbitrator**

The Parties shall jointly appoint a single arbitrator to hear and determine the matter in dispute. If within 30 calendar days, the parties are unable to agree, either party may apply for the appointment of an arbitrator.

#### **16.2 Binding Decision**

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

### **16.3 Jurisdiction of Arbitrator**

The arbitrator shall interpret the Agreement but shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

### **16.4 Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

## **ARTICLE 17 - DISCIPLINE AND DISMISSAL**

The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just cause.

## **ARTICLE 18 - PERMANENT OR PARTIAL CLOSURE**

"Plant closure" means the permanent or partial closure by the Company of the operation covered by the Union's certificate of bargaining authority.

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

## **ARTICLE 19 - PERSONNEL FILES**

19.1 An employee shall have the right to review his/her file upon giving reasonable notice.

19.2 Written warnings including suspensions will be removed from the personnel file after a period of twenty four (24) months provided there have not been any other disciplinary incidents.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

### **20.1 Definition**

"Technological Change" means the installation of new, advanced mechanical equipment which would result in the need for specialized training and which affects a significant number of employees.

## **20.2 Notice**

The Employer will give the Union a minimum of sixty (60) calendar days advance notice prior to the implementation of a technological change. Such notice shall be in writing and shall state the nature of the new equipment, the date upon which it is to be installed, and the names and classifications of the employee(s) whose job(s) will be affected.

## **20.3 Consultation**

Where the Employer has notified the Union in accordance with Article 20.2, the parties shall meet as soon as possible, in order that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.

## **20.4 Displaced Employees**

Employees displaced from their jobs as a result of a technological change will be laid off and may bump in accordance with Article 13 of this Agreement, unless the employee, prior to being laid off, elects instead to:

- a. waive his/her bumping rights and be placed on the recall list; or
- b. accept severance pay under Article 21.

## **ARTICLE 21 - SEVERANCE PAY**

Employees laid-off as a result of the installation of new, advanced mechanical equipment, or a full or partial reduction in operations shall choose to either accept:

- a. Severance pay in which case they shall extinguish the right of recall; or
- b. Retain the right of recall according to the provisions of this Agreement.

Severance may be in pay, notice or any combination of the two. The entitlement shall be one (1) week for each year of service with the Company to a maximum of eight (8) weeks.

## **ARTICLE 22 - STRIKES AND LOCKOUTS**

There shall be no strikes, lockouts or job action 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.

## **ARTICLE 23 - GENERAL CONDITIONS**

### **23.1 No Conflicting Agreements**

No employee shall be asked to make any written or verbal contract which conflicts with this Agreement.

### **23.2 Medical Examination**

For repetitive absences due to illness or injury, employees may be required, at the Employer's expense, to provide a medical certificate verifying that the employee is unable to carry out his or her normal duties. Employees will be responsible for any costs associated with "doctors' notes". The Employer may, for legitimate reasons, require an employee to take a medical examination, so long as the Employer pays the fees for that examination.

### **23.3 Savings Clause**

If any provision of this Agreement is rendered invalid by statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

### **23.4 Headings**

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

### **23.5 Past Practice**

Except in conformance with past practice, work regularly performed by employees in the bargaining unit will not be performed by any other employees of the Employer. If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

### **23.6 Contracting Out**

The parties agree the principles concerning contracting out are:

- The job security of existing employees and the work that is currently being performed will continue in so far there is sufficient work available
- The customers' expectations, the product and manufacturing processes are continually evolving
- R and D is central to the success of the Employer

- In some cases, R and D may take place using current plant and equipment. However, when such products are ready for full production, based on cost, efficiency and quality, it may not be practicable to manufacture these products, in whole or in part, in the present facility
- The present production facility and manufacturing processes have certain limitations concerning products that: can be produced and/or produced cost effectively

In addition other work contracted out in the past such as that discussed by the parties will continue.

**ARTICLE 24 - DURATION**

**24.1 Term and Notice to Bargain**

This Agreement shall be for the period from and including December 11, 2014 up to and including December 10, 2018 and 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 August 10, 2018 by written notice to require the other Party to the Agreement to commence collective bargaining.

24.2 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.

**24.3 Legislation**

In the event that existing legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

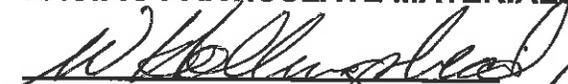
**24.4 Exclusion**

The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia.

Signed this 20 day of July, 2015.

ON BEHALF OF THE COMPANY  
PACIFIC PARTICULATE MATERIALS

ON BEHALF OF THE UNION  
UNITED STEELWORKERS, LOCAL 2009

  
Wynn Hollingshead

  
Brian Harder

  
Jason Thorne

  
Jim Kilty

  
Don Adams

  
Dave Joel

### APPENDIX A: WAGES

	<b>December 11, 2014</b>	<b>December 11, 2015</b>	<b>December 11, 2016</b>	<b>December 11, 2017</b>
Production Worker (start – 6 mo.)	14.97	15.30	15.65	16.04
Production Worker (7 - 18 mo.)	16.01	16.36	16.74	17.16
Production Worker (19 - 36 mo.)	16.47	16.83	17.22	17.65
Production Worker (37+)	17.05	17.43	17.83	18.27
Production Worker/Mtc Helper	17.23	17.61	<u>18.02</u>	<u>18.47</u>
Millwright (uncertified)	17.74	18.13	18.55	19.01
Millwright (journeyman)	25.50	26.06	26.66	27.33

Apprentices rates are as follows:

Year 1 -60% of journeyman rate

Year 2 -70% of journeyman rate

Year 3 -80% of journeyman rate

Year 4 -90% of journeyman rate

### Letter of Understanding

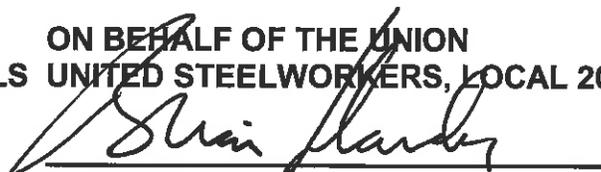
#### Video Surveillance

Video surveillance will be used for purposes of security and safety and as otherwise permitted by the provisions of the British Columbia Personal Information Protection Act.

ON BEHALF OF THE COMPANY  
PACIFIC PARTICULATE MATERIALS

ON BEHALF OF THE UNION  
UNITED STEELWORKERS, LOCAL 2009

  
\_\_\_\_\_  
Wynn Hollingshead

  
\_\_\_\_\_  
Brian Harder

  
\_\_\_\_\_  
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