COLLECTIVE AGREEMENT

BETWEEN

AQUA-PAK STYRO CONTAINERS LTD.

(herein known as the "Company")

AND

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

(herein known as the "Union")

January 15, 20**25** TO January 14, 20**28**

Omissions & Errors Excepted
ja/cope-343

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PREAMBLE

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, to define the rates of pay, hours of work and other conditions of employment of the employees in the bargaining unit.

Also, to provide for an orderly method of settling grievances which may from time to time arise and to ensure to the utmost extent possible, the safety and physical welfare of the employees, the economy of **the** Company**'s** operations, the quality and quantity of output and the protection of property. It is recognized by this Agreement, to be the duty of the Company and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 1 – BARGAINING AGENCY

1.01 Recognition and Authority

(a) The Company recognizes the Union as the sole **exclusive** bargaining **agent for the** employees at and from 7398 – 132nd Street, Surrey, B.C., including **the** Production and Maintenance workers, except: Supervisory, Sales, Accounting and Office Staff.

(b) The Company further agrees that the only certification that they will recognize during the term of this Agreement is that of the UNITED STEELWORKERS, Local 2009, unless ordered by due process of law to recognize some other bargaining authority.

(c) The Union agrees that Supervisory/Management personnel can continue to perform work that has been historically performed by such personnel.

1.02 Bargaining Unit Work

Persons, whether employed by the Company or from outside who are not members of the bargaining unit, will not perform work on any jobs which are included in the bargaining unit, except as follows:

(a) to do test work and tune-up work on equipment;

(b) for instructional purposes;

(c) for the purpose of experimentation;

(d) for the development of new methods or products;

(e) for specialized projects not normally within the realm of day to day plant production;

(f) to do necessary work where the utilization of employees cannot be effected quickly enough to sustain necessary production in the various departments;

(g) for emergency purposes, repairs and maintenance. Provided that none of the foregoing exceptions will alter the conditions of employment of employees to their detriment.

1.03 Contracting Out

(a) The Company shall not contract out (or sub-contract out) any bargaining unit work in any form or manner, either directly or indirectly or in whole or in part, without prior notification to the Union, when such contracting out directly impacts upon the bargaining unit.

(b) It is further understood that the introduction of a Contractor or Sub-Contractor will not result in the loss of full-time positions held by regular employees in the operation.

1.04 Communications

(a) Communicating with Employees

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement and its administration, and the Union will have the right to transmit Union information electronically via personal email to the employees.

(b) Union Bulletin Board

The Union will have the exclusive use of one (1) bulletin board 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

(c) Balloting Boxes

It is agreed that the Union shall have the right to place ballot boxes in the workplaces of the Company for the purposes of conducting Union elections, referenda, polling or collective agreement votes, upon receiving prior approval from the Company.

1.05 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.

1.06 Right to Refuse to Cross Picket Line

(a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. An employee failing to report for duty shall be considered to be absent without pay.

(b) Failure to cross a picket line encountered in carrying out the Company's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

1.07 Access to Company Operations

Official Union representatives shall obtain access to the Company's operations for the purpose of administering this Agreement by written permission which will be granted by the Company on request subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management and Direction

Except as otherwise limited by this Agreement, the management and the operation of the Company and the direction and promotion of the working forces is vested exclusively in Management. Any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of Article **17** – Grievance **Procedures**.

2.02 Notification – Prior to Certain Changes to Working Conditions

The Company agrees to notify the Local Union Servicing 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.

2.03 Hiring

The Company shall have the right to select its employees, and neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in any matter against any Company employee on the basis of any of the criteria outlined in the Human Rights Act of the Province of British Columbia.

2.04 Just Cause and Discipline

(a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without them receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed. Copies of disciplinary write-ups will be promptly given to the employee involved in the action and the Union's Representative.

(b) The burden of proof of just cause shall rest with the Company.

(c) The principles of progressive discipline shall apply and the right of the Union or employee to grieve is provided.

(d) Nothing in this Article shall preclude the Company from engaging in informal coaching or counselling of employees. Such discussions are not considered disciplinary in nature, shall not form part of an employee's disciplinary record, and do not require Union representation. The Company retains the right to manage and provide direction to employees as part of day-to-day operational leadership and performance management.

(e) **Further to the above, it is understood that during any coaching or counselling with an employee, the employee shall be entitled to Union representation if they are of the opinion the nature of the coaching or counselling is disciplinary.**

ARTICLE 3 – UNION SECURITY

3.01 Union Membership

(a) The Company will cooperate with the Union in obtaining and retaining as members the employees covered by this Agreement. **The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union.**

(b) **The Company shall advise the Union of all newly hired employees within fifteen (15) days after the date of their hire.** The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

(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 No. 2009.

3.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly dues and any other dues, levies, assessments, fees or fines owing or payable to the Union as established by the Union.

3.03 Mandatory Union Dues and Other Deductions

(a) **The Company shall, as a condition of continued employment, deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union and communicated to the Company by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for the Subsection (d) hereof.**

(b) **The Company agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.**

(c) **The Company agrees to deduct an initiation fee owing in the amount authorized by the employee upon receipt of an authorization, signed by each employee. The total amount so deducted, with an itemized statement of same**

in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.

(d) Cheques will be made payable prior to the fifteenth (15th) of the month next following that in which the deductions apply, and remit to:

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

(e) The Company agrees to have employees complete and sign a Union Death Benefit card provided by the Union to the Company for such purposes, which will be mailed to the servicing staff office of the United Steelworkers at #202 – 9292 200th Street, Langley, BC V1M 3A6, not later than fifteen (15) calendar days following the date of hiring.

3.04 USW Education Fund

The Company agrees to contribute to an education fund to be established by the Union. The contribution will be ten cents ($0.10) per employee per hour worked. The Company will remit the contribution directly to the Local Union, by cheque marked "UNITED STEELWORKERS" Local 2009 Education Fund". The Company will remit the accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the total number of hours worked by all employees during the month.

3.05 Humanity Fund

(a) For the purpose of international aid and development, the Company agrees to deduct two cents ($.02) per hour from the wages of all employees in the bargaining unit for all hours worked to be calculated annually based on the hours worked in the previous calendar year as indicated on the employees annual T4, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

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

(b) And to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The first Humanity Fund deduction as aforesaid shall be calculated for the year based on fifty percent (50%) of hours worked in year of agreement. The calculation shall be performed during the first quarter of the following year.

(c) It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any

employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of their desire to discontinue such deductions from their pay which may be received during the four (4) weeks following ratification of the Agreement or annually only if submitted in writing to the Company and the Local Union in February of each year.

(d) It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contributions) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278RR0001.

ARTICLE 4 – UNION REPRESENTATION

4.01 Recognition and Rights of Stewards

(a) **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.**

(b) **The Union shall advise management in writing as to who represents the Union as Union Officers, Stewards and Union Representatives. Any changes in representation must be communicated to the Company in writing as soon as practicable and no later than five (5) working days following the change.**

4.02 Activities of the Union on Company Time

(a) **Stewards shall obtain the permission of their manager before leaving their work to perform their duties as a Steward, and Management will schedule the time for the Steward in a reasonable timeframe. Scheduled time from work for this purpose shall be with pay and shall not be unreasonably withheld.**

(b) **A Steward shall execute their duties as stewards 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.**

(c) **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 Labour Management 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.

4.03 Negotiating Committee

(a) The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees plus one (1) alternate who will attend in the event one (1) of the regular members is not available, 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 pay for the purpose of meeting with the Company in the negotiation of the renewal or modification of this Agreement.

4.04 Leave of Absence for Elected Union Business

(a) The Company will grant leave of absence without pay to employees who are appointed or elected to Union office for a period of up to and including **three (3)** years. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.

(b) 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 **Article 4.04** (a) above, the **Company** will be given due notice in writing **of** twenty-one (21) calendar days.

(c) Except as expressly provided otherwise by this Article 4.04, the employee shall be kept "whole" by the Company with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had they remained working.

(d) Permission for leave pursuant to this Article 4.04 shall not be unreasonably denied by the Company and such leave, once approved, shall not be interrupted by the Company during the approved period of the leave except with the consent of the employee.

4.05 Leave of Absence for Elected Union Business

(a) The Company will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings and Union conventions in order that they may carry out their duties on behalf of the Union.

(b) 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 **Article 4.05 (a)** above, the **Company** will be given due notice in writing; in the case of (a), twenty-one (21) calendar days; and in the case of (b), as much notice as possible, but in no case less than five (5) calendar days.

ARTICLE 5 – HOURS OF WORK

5.01 Work Day

(a) The regular hours of work **for employees** in the Company shall be eight (8) hours per day.

5.02 Work Week

The normal work week shall be from Monday to Friday **for forty (40) hours per week**.

5.03 Work Schedules

(a) Shift Schedules

(i) the Company will schedule shifts in order of seniority subject to the competency to do the job. The Company will post work schedules for the following week by 2:00 p.m. on Thursday. If work schedules are not posted by 2:00 p.m. on Thursday, the Company will contact all employees who appear on the schedule in accordance with the procedure established between the Company and the Union.

(ii) the Company agrees to notify all employees that are on layoff, in accordance with the same procedure, irrespective of when the work schedules are posted. The Company shall notify employees by 6:00 p.m. on Thursday when overtime is required on Saturday.

(iii) if the Company wishes to change the shift scheduling from a Monday to Friday eight (8) hour per shift format, such alternative shift scheduling shall only be implemented by mutual agreement between the Parties.

(iv) if a Statutory Holiday occurs during the work week, the employee shall only be required to work on their regular days off for the time lost due to the Statutory Holiday by mutual consent.

(v) when the Company operates the plant or any part thereof on a two **(2)** or three **(3)** -shift basis, employees shall alternate or rotate shifts every two (2) weeks. When an employee takes leave for any reason, including vacation, they will, upon return to work, be placed on the shift that the normal rotation would have permitted had they not been absent. The previous sentence shall apply only if the second or third shifts are still operating and there has not been a reduction in shift staffing during the period of absence.

(b) Tuesday to Saturday

It is agreed that maintenance employees can be employed on a Tuesday to Saturday work
week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed

on their rest days will be paid for at overtime rates in accordance with **Article 5.08**. The Company agrees that no member of the bargaining unit, outside of Maintenance, will be required to work a Tuesday-to-Saturday work week.

(c) Weekend Work

Weekend work performed by laid-off employees will be paid for at straight-time job rate except that a laid-off employee shall be considered a regular employee during the weekend of the week they are laid off and will be paid overtime rates in accordance with **Article 5.08**.

(d) Notice of Change

The Company shall provide an employee twenty-four (24) hours notice of a change in shift. Where such notice cannot be given, the employee shall be paid overtime, in accordance with **Article 5.08**, for the shift.

5.04 Rest Periods and Meal Breaks

(a) Rest Periods

All employees in the Company shall be entitled to two (2) fifteen **(15)** minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

(b) Meal Period

(i) **employees will be entitled to one half (1/2) hour unpaid meal period.** The meal period shall be scheduled near mid-shift.

(ii) if the Company requires an employee to be available for work during their scheduled meal period, the meal period shall be counted as time worked and paid for at one and one-half (1 ½) times the regular wage rate and the employee shall be given an additional one-half (1/2) hour meal period with pay as per the Collective Agreement.

(c) Shipping Department Breaks

The Company shall post scheduled break times for the Shipping Department. If required, break relief shall be arranged by the Charge Hand on shift. If an employee chooses to work through a scheduled break, an alternate break time must be scheduled within sixty (60) minutes of the original break start time.

The Company will meet to discuss any issues or concerns regarding scheduled break times in the Shipping Department at the Joint Labour Management meetings.

5.05 No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

5.06 Time Recording

(a) Employees are required to scan in and out at the beginning and end of each shift using the hand scanner. In addition, employees must use the appropriate recording devices, either bar code scanner or computer work station to record work activities during the shift. The Company will provide instruction to employees on how these devices are to be used.

(b) The primary purpose of time recording is to allow the Company to accurately account for job costs. Errors and omissions shall not result in disciplinary action unless the Company can show that the errors or omissions are the result of deliberate misconduct or are made on a repetitive basis after the employee has been properly instructed.

5.07 Overtime Opportunities

(a) The Company and the Union agree that all overtime shall be voluntary.

(b) The Parties further agree that in order to meet unforeseen or emergency operational requirements, it may be necessary for the Company to assign LEVEL 3, LEVEL 4, LEVEL 5, LEVEL 6 AND LEVEL 7 employees to work overtime, if there are insufficient volunteers. Any such assignment shall be in reverse order of seniority, competency considered. **The Company will notify the Union in circumstances that may arise when the Company invokes this provision.**

5.08 Overtime Rates

(a) Overtime shall be compensated at one and one half (1 ½) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of eleven (11) in a day and for all hours worked in excess of forty-eight (48) in a week.

(b) Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.

5.09 Meals During Overtime

Where employees are required to work two (2) hours or more overtime beyond their normal eight (8) hour shift, the Company shall provide **sixteen** dollars **and fifty cents** ($16.50) towards a hot meal. Such hot meal to be consumed by the employee on Company time before beginning the overtime work. The **paid** meal break shall be for thirty (30) minutes.

5.10 Call Back

(a) Where No Work

Any employee who is called for work and on reporting finds no work available due to reasons beyond their control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

(b) Where Work Commences

In the event that an employee commences work on their shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the **Company**, when two (2) hours must be paid.

(c) Call Back Time

An employee who is called back, at the Company's request, for work not continuous with their shift, shall be paid at a minimum of two (2) hours work at their overtime rate of pay. Employees called back to work shall not be required to perform functions unrelated to their normal duties.

Notwithstanding the previous paragraph, when the call back occurs on a statutory holiday, the minimum pay shall be four (4) hours at the overtime rate (time and on-half) and the employee shall only be required to perform the specific work they were called back to perform.

(d) Pay for Meetings

When a Lead Hand or Charge Hand is required to attend a Production meeting or when a Committee Member is required to attend an Industrial Health and Safety Committee meeting that is not during their regular shift, they shall be paid at overtime rates for the time spent attending such meeting, if it is continuous with their shift. If it is not continuous with their shift, call back time shall apply in accordance with **5.10(c)** above.

ARTICLE 6 – CLASSIFICATIONS, WAGES AND PREMIUMS

6.01 Classifications

(a) The job classifications, effective dates and rates of pay listed in **Appendix I** are agreed upon by the Company and the Union.

(b) If a new job is created or there is a significant change in the content of any current job classification(s) set forth in this Agreement, the Parties agree to negotiate a rate for the job(s) in question. If the Parties are unable to reach an agreement, then the dispute will be settled through the grievance and arbitration procedures of this Agreement.

6.02 Job Descriptions

(a) The Company agrees to draw up Job Descriptions for the classifications in the bargaining unit set out in Appendix I. The Company will provide the Union with the completed job descriptions within sixty (60) days of ratification of the collective agreement.

(b) Job Descriptions will contain the job title, qualifications and summary statement of duties and responsibilities, and the date prepared.

(c) The Parties recognize that the nature of work may evolve over time. Accordingly, Job Descriptions may be amended from time to time by the Company, based on operational needs of the business. The Company will provide the Union with notice of any substantive changes, and upon request, will meet to discuss the changes.

6.03 Pay Days

The Company shall provide for pay days every second week. Each employee will be furnished with an itemized statement of earnings and deductions. Payroll **shall be paid by direct** deposit **to the account provided by the employee.** (This will include separate line items including hours, etc. for all premiums, tickets and holiday pay accrued and paid).

6.04 Statement of Earnings

The rate or rates of pay, hours of work, statutory deductions, details for overtime hours, and all necessary and pertinent information shall be provided on each statement to each employee so that the employee can clearly understand how the total pay was calculated.

6.05 Daily Retention Rate

An employee who performs work during their shift in a higher classification shall receive the higher rate of pay while occupying the said classification, provided the employee works one (1) or more consecutive hours in the higher classification. An employee who performs work during their shift in a lower classification shall receive the rate of pay for the higher classification for the entire shift.

6.06 Hours Worked

Hours paid for under the provision of **Article 13.01, Article 13.05, Article 13.06, Article 13.07** 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.

6.07 Premiums

(a) Shift Premiums

(i) Afternoon Shift: $0.75 per hour for each hour of the shift, including overtime hours. Where an employee on Day Shift is scheduled to commence such shift after 7:00 a.m., the employee shall receive the Afternoon Shift Premium for all straight time hours worked beyond 3:30 p.m.

(ii) Graveyard Shift: Eight (8) paid hours, for a seven (7) hour shift, inclusive of a paid one-half (1/2) hour meal period. Such shift will be considered an eight (8) hour shift for the purposes of calculating daily and/or weekly overtime in accordance with the provisions of **Article 5.08**.

(b) Industrial First Aid Premium

(i) the Company shall offer and pay for the **Basic** first aid course for all bargaining unit employees and shall recertify upon expiry

(ii) the senior employee on shift with the **Basic** first aid certification shall be the first aid attendant and receive **a** premium **of $1.25 per hour**.

6.08 Charge and Lead Hand Premiums

(a) Lead Hand

A Lead Hand is an employee in the **b**argaining **u**nit who, at the discretion of the Company, is recognized as having exceptional skill and ability in their classification. A Lead Hand shall be paid a premium of nine percent (9%) over and above their regular classification hourly rate.

(b) Charge Hand

A Charge Hand is an employee in the **b**argaining **u**nit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who shall be held responsible for the quality and the quantity of the work. A Charge Hand shall not be responsible for hiring, discharging or otherwise disciplining other employees. A Charge Hand shall be paid a premium of fourteen percent (14%) over and above their regular classification hourly rate.

6.09 Power Engineers

(a) Employees who, as of December 3, 2012, hold a valid fifth class Power Engineer Certificate shall continue to receive a premium of **one dollar (**$1.00**)** per hour for each hour actually worked. Any other employee obtaining such a certificate shall not be eligible for the **one dollar (**$1.00**)** per hour premium.

(b) An employee who holds a valid fourth-class Power Engineer certificate shall receive a premium of **two dollars ($2.00)** per hour for each hour actually worked.

(c) An employee who holds a valid third-class Power Engineer certificate shall receive a premium of **three dollars ($3.00)** per hour for each hour actually worked.

(d) Where an employee holding a Power Engineer certificate is telephoned outside of their normal work hours for trouble shooting calls, the employee shall receive remuneration for the duration of the call, rounded up to next quarter hour increment, at the employee's straight-time rate plus the Power Engineer certificate premium. This time shall not be considered time worked for the purpose of calculating overtime.

6.10 Senior Shipper/Receiver

The Senior Shipper/Receiver will receive the Lead Hand Premium set out in **Article 6.08(a)**. If that employee is not at work on a specific day, the next most Senior Shipper/Receiver will receive the Lead Hand premium for that day.

ARTICLE 7 – SENIORITY

7.01 Seniority Principle

(a) ***"Seniority"*** **for the purposes of this Agreement shall be established on the basis of length of service with the Company as an employee within the bargaining unit as set out in Article 1.**

(b) **All promotions, transfers, filling of vacancies, lay-offs, terminations, and rehiring after layoffs, or terminations will be done strictly in accordance with the principles set forth in 7.01(a).**

(c) ***"Service"*** **for the purpose of this Agreement shall be established on the basis of employment with the Company, and shall be defined as the length of service an employee has with the Company, known as the date of hire.**

(d) ***"Service"*** **will be applied for the following:**

(i) **vacation entitlements**

(ii) **severance pay**

(e) The Company recognizes the principle of seniority subject to the competency to do the job. The application of seniority shall be by plant seniority.

(f) The selection and promotion of **employees for Charge Hands and Lead Hands** shall be entirely a matter for the Company's decision, however, in making such selection or promotion, **an employee's seniority** shall be given due consideration.

7.02 Probationary Period

(a) All new employees shall be on probation for forty-five (45) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of forty-five (45) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ. The probationary period of forty-five (45) working days shall only be cumulative within the four (4) calendar months following the date of entering employment.

(b) All new employees hired into positions of Level 3 or higher where no internal employees are awarded the position, may have their probation extended by the **Company** with bona fide reasons, with the consent of the Union, for a further fifteen (15) days actually worked.

(c) It is agreed that probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the **Company**, and is subject to the competency to do the job. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one (1) shift in the twenty-four (24) hour period.

7.03 Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name, **classification,** and starting day with the Company of each regular employee. The Company will advise the Union once each month of changes to the said list.

7.04 Departments

It is agreed that there are two (2) departments, Production and Maintenance. It is understood an employee's current job duties can require **them** to work in the other department at times.

7.05 Reinstatement

(a) In any case where an employee has been transferred by the Company to a **management** position and at a later date ceases to be a **Manager**, and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:

(i) if the **Manager** has the bargaining unit seniority, they shall revert back to their previously held job or,

(ii) if the **Manager** does not have the bargaining unit seniority as outlined in **Article 7.05(a)**(i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, subject to the competency to do the job, or,

(iii) if the **Manager** does not have the bargaining unit seniority to obtain a job, they shall be laid-off and subject to all the provisions of this Agreement.

(b) Employees who are required for temporary **managerial** duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Union, and if agreement is reached, the period may be extended.

ARTICLE 8 – STATUTORY HOLIDAYS

8.01 Statutory Holidays

(a) All employees shall receive the following Statutory Holidays:

New Year's Day	Labour Day
Family Day	**National Day for Truth and Reconciliation**
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	

(b) In addition to these, all employees shall receive Boxing Day as a Paid Holiday and when Christmas Day falls on a Tuesday, Wednesday or Thursday, all employees shall receive Christmas Eve as a Paid Holiday.

(c) In addition to the above, any other statutory holiday declared or proclaimed by the Government of the Province of British Columbia shall be deemed to be a Paid Statutory Holiday for the purposes of this Agreement.

(d) An hourly rated employee of the Company who qualifies for any of the holidays named in **Article 8.01**(a) **and (b)** herein, in accordance with the conditions set out in **Article 8.03**, shall be paid for the said holiday at their regular job rate for their regular schedule.

8.02 Work on Holiday

An employee who works on any of the holidays named in **Article 8.01(a) and (b)** herein shall be paid at one and one half (1 ½) times their regular job rate for the first eleven (11) hours worked in that day and two (2) times their regular job rate for all hours worked in excess of eleven (11) hours in that day in addition to receiving another regular working day off with pay at their regular job rate.

8.03 Qualifying Conditions

(a) An employee, to qualify for Statutory Holiday pay, must comply with each one **(1)** of the following **two** (**2**) conditions:

(i) have been on the payroll thirty (30) calendar days immediately preceding the holiday.

(ii) **have worked or earned wages on at least 15 of the 30 calendar days before the statutory holiday. This includes days worked, days with paid leave (e.g., vacation or sick leave), and days the employee was available to work but not scheduled.**

(b) In case of injury or illness in **Article 8.02(a)(ii)** above, the **Company** shall have the right to request a medical certificate.

(c) Employees while on leave of absence under Article **13.08** shall not qualify for paid Statutory Holidays.

8.04 Statutory Holidays on Saturday or Sunday

(a) In the event that one **(1)** of the Statutory Holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday as agreed upon between the Company and the **Union**.

(b) In the event that one **(1)** of the Statutory Holidays falls on Sunday, it shall be observed the following Monday.

8.05 Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and **Union** mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively. An employee who qualifies for such

Statutory Holiday on the day it occurs, and works on that day will be paid for the Statutory Holiday at straight time rates. An employee who works on the day now observed as the Statutory Holiday will be paid for the day in accordance with **Article 8.01(d)** above.

ARTICLE 9 – VACATIONS WITH PAY

9.01 Vacation Entitlements

(a) With respect to annual vacations and vacation pay the following provisions will apply:

Years of Continuous Service	Vacation Period	Vacation Pay
1 year but less than 4 years	2 weeks	4%
4 years but less than 9 years	3 weeks	6%
9 years but less than 15 years	4 weeks	8%
15 years but less than 20 years	5 weeks	10%
20 years but less than 25	**6 weeks**	**12%**
25 years and over	7 weeks	**14%**

9.02 Vacation Pay

(a) **Vacation Pay** will be based on **the employee's** gross earnings during the twelve (12) months preceding the employee's last anniversary date.

(b) Vacation pay will be paid out on a separate payroll cheque. The vacation pay accrual will be payable at the time the vacation is to be taken. At the end of each employee's vacation year (anniversary date) any accrual that remains unpaid from the previous year's vacation shall be paid out.

(c) An employee whose employment is terminated shall receive vacation pay at the percentage of the wages earned during the period of accrual in accordance with the employee's years of service.

9.03 Vacation Scheduling

(a) Vacations for employees shall be taken at such time as mutually agreed upon by the **Union** and the Company when quality and regularity of production shall not be impaired.

(b) An employee's scheduled vacation shall not be altered by the Company without the mutual consent of the employee and, if agreed, the employee would return to work at straight time rates.

(c) Vacation requests shall be filled out on a duplicate form (one **(1)** for Company and one **(1)** for the employee). All vacations will be scheduled by seniority up until May 1st of each year, then by first come first served based on the date of the request form. For requests received prior to May 1st, the Company will respond to an employee's request for vacation no later than May 7th. Requests submitted after May 1st shall be responded within one (1) week from the date of the request. Once approved or denied the **Company** will return to the employee their request form.

(h) All earned vacations must be taken, in the year to which the vacation entitlement applies. For the purposes of vacation scheduling the vacation year shall be from May 1 to April 30 the following year. Vacations may not be taken prior to the entitlement being earned.

ARTICLE 10 – JOINT LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Joint Labour Management Committee

The Company and Union mutually agree to constitute a Joint Labour Management Committee. The Committee shall consist of two (2) elected or appointed Union Representatives, along with the Local Servicing Representatives, and the Company's representatives.

10.02 Responsibilities of Committee

(a) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In referring to matters, the Parties will determine whether the subject will be addressed on a standing or ad hoc basis.

(b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties. Such items may include, but are not limited to:

- Policy Rules
- Workload and Job Duties
- Job Postings
- Hours of Work
- Employee Assistance
- Contracting In/Out
- Any other issues impacting the workforce

10.03 Committee Meetings

(a) The Joint Labour Management Committee shall meet at least quarterly or upon request of either Party. Dates for meetings will be set annually, for the coming year.

10.04 Minutes of Meetings

Minutes shall be kept of all meetings of the Joint Labour Management Committee or any sub-committee or ad hoc committee operating under its auspices, and a copy shall be provided to each Committee member, the Company and the Union.

10.05 Terms of Reference

(a) The Joint Labour Management Committee (JLMC) shall operate under a Terms of Reference that establishes the framework and guidelines for its meetings and activities. The Terms of Reference will be drafted by the JLMC and requires approval by both the Union and the Company prior to implementation. The Terms of Reference shall address matters including, but

not limited to, committee composition, meeting frequency, agenda setting, decision-making processes, confidentiality, and communication protocols.

(b) The Terms of Reference will be reviewed annually by the JLMC and any amendments shall require the mutual approval of both Parties.

10.06 Extraordinary Production Issues

(a) The Company and the Union agree that from time to time there can be extraordinary production issues with respect to plant operations and flow issues that lead from the production floor to the shipping/receiving warehouse department.

(b) When these issues are identified by either **P**arty, the Charge Hand, Unit Chair and Plant Manager will meet to discuss the situation and develop a mutually agreeable solution which may include scheduling additional staff to assist in the plant operations.

(c) It is further agreed that the Production Plant Manager shall meet with the Charge Hand, Lead Hand and Shipper Receiver's weekly to discuss work flow concerns and will meet with all other employees on an ongoing basis to discuss any concerns and or opportunities to better the flow of production.

(d) If issues cannot be resolved with any of the above, the Local Union will meet Management to discuss and try to resolve any outstanding concerns**, either through a Joint Labour Management meeting, or an emergency called meeting**.

ARTICLE 11– HEALTH AND WELFARE

11.01 Health and Welfare Benefits

(a) The Company's benefit package as set out in **Appendix II** of this Agreement, as well as the Medical Services Plan of B.C., will be provided for employees covered by this Collective Agreement.

(b) The Company shall pay one hundred percent (100%) of the cost of the premiums for these benefits. The Company's responsibility is limited to the payment of its portion of the premiums as set out in this Article **11** and actual rights provided by the Group Insurance Benefits, including eligibility for coverage and termination of coverage, are governed by the terms of the Group Policy of the carrier as selected by the Company.

11.02 Benefit Carrier Change or Reduction

All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Group Insurance Benefits Plan as amended from time to time, however, benefit levels shall not be reduced or negatively adjusted except through negotiations of the Parties.

ARTICLE 12 – JOB POSTINGS AND TRAINING

12.01 Vacancies

(a) All vacancies except those covered by **temporary assignments as seen in Article 12.02** below shall be posted in advance for a period of not less than four (4) working days, excluding weekends, except when otherwise agreed.

(b) The **Union** will be given all copies of postings once the selection process has been completed.

(c) Employees who are absent during the period of a posting and who return prior to final selection being completed, will be entitled to submit an application for that posting provided such application is submitted within three (3) days of returning to work. Employees leaving on an extended absence may submit an application for any position that they wish to be considered for should a posting occur while they are absent.

12.02 Temporary Assignments

(a) Temporary **assignments shall not be posted if the assignment is** two (2) weeks or less necessitated by illness, injury, or other leaves of absence, or to temporary replacements of longer duration for employees on vacation.

(b) However, in filling these **absences,** senior employees will be given preference.

12.03 Hiring Preference

(a) When hiring new employees, the following order of preference will apply, subject to the competency to do the job, from among those with completed applications on file:

(i) former employees of the Company who have lost their seniority retention as a result of layoff.

(ii) laid off members of Local 2009.

(b) Names of applicants under this **Article** shall be given to the **Union**.

12.04 Wage Rate on Job Posting

Where an employee is awarded a job posting and their existing pay rate is higher than the start rate of the posted job, the employee's existing pay rate will be retained until their accumulated time in the posted job results in a higher job rate after which they will follow the rate progression for the posted job.

12.05 Training Opportunities

(a) Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, to qualify for new positions being planned and to ensure sufficient relief employees are available when required.

(b) To meet these needs, the Company will **notify** the Union about its' anticipated training requirements **during the course of a Joint Labour Management Meeting**. Included in this **notification** will be training pre-requisites, training schedules and training methods.

(c) When training is required, the **Company** will post a Notice of Training. This notice will indicate the training pre-requisites, the job classification and equipment being offered for training, and the number of employees to be trained. The **Company** will offer the training to the senior applicant(s) who possess the training pre-requisites.

(d) **These training opportunities** shall apply to all positions excluding Charge Hand**(s)**. **These training opportunities** does not alter or replace any of the provisions of Article **7** – Seniority.

(e) An employee wishing to pursue an apprenticeship may indicate their interest to the **Joint labour Management Committee** and the **request** will be discussed **during a Joint Labour Management Meeting, where the Company will advise on their decision whether or not to sponsor an apprentice.**

12.06 Apprenticeship

It is mutually agreed that apprentices may be articled under provisions of the Apprenticeship Act of the Province of British Columbia.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 Injury or Illness

(a) The Company will grant leave of absence with pay **up to five (5) days** to employees suffering injury or illness **in each calendar year, and three (3) days of unpaid leave**, subject to a medical certificate if requested by the **Company. For the purposes of substantiating an employee leave, the Company may only request a medical note or certificate for an absence longer than three (3) consecutive days. The employee shall be reimbursed any fees paid upon presentation of a valid receipt.**

(b) The employee shall have a reasonable period of time to present such medical certificate and shall be reimbursed any fees paid upon presentation of a valid receipt. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible.

(c) Any unused time shall be paid out on the first pay period of December each year at the employee's regular hourly rate that is in effect at the time of the payout. The employee's paystub will show the hours used and hours available.

(d) If the Company specifically requests an employee to undergo a medical examination or provide documentation from a medical practitioner**, the Company must exhaust all clarification of an employees medical practitioner(s) and such request must be reasonably necessary prior to requesting an**

Independent Medical Exam. The employee shall be reimbursed any fees paid upon presentation of a valid receipt.

13.02 Statutory Leaves of Absence

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.

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.

13.03 Written Permission

Any employees desiring leave of absence must obtain permission in writing from the Company for such leave except in cases of illness or injury covered by **Article 13.01** above.

13.04 Leaves of Absence

The Company will grant leave of absence in writing up to a maximum of six (6) months without pay to employees for compassionate reasons, educational or training or **for** extended vacation purposes, conditional on the following terms:

(a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.

(b) That the employee shall disclose the grounds for application.

(c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training or extended vacation purposes where a suitable replacement is not available.

(d) That the Company shall be required to consult with the **Unit Chair** in respect of any application or leave under this **provision**.

13.05 Bereavement Leave

(a) When death occurs **in** an employee's immediate family, the employee at their request will be granted reasonable necessary time off to attend the funeral.

(b) The employee will be compensated at their regular job rate for hours lost from the regular work schedule to a maximum of three (3) days. A maximum of five (5) days when travel outside of the Lower Mainland is required to attend the funeral.

(c) Members of the employee's immediate family are defined as the employee's spouse (including same-sex), mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.

(d) In the event of the death of anyone who is considered to be as a close relative regardless of whether or not they are related by blood, adoption, marriage, or common-law partnership an employee shall be entitled to request unpaid time off consistent with the timelines described in the paragraph above. Such requests will not be unreasonably denied.

13.06 Jury Duty

(a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury, 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 their regular straight-time hourly rate of pay for their regularly scheduled hours of work.

(b) 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. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

13.07 Gender-Based Violence

(a) The Company shall use early prevention strategies to avoid or minimize the workplace effects of domestic, family or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence. Employees are entitled to the following:

(i) in each calendar year, the Company shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to five (5) days;

(ii) the employee is entitled to up to an additional three (3) months of unpaid leave;

(iii) the employee and the Company will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

13.08 Ceremonial/Cultural Leave

The Company recognizes the cultural diversity of its workforce and that some employees may celebrate cultural, ceremonial or religious days of observance and the employee will be entitled to use their vacation leave, time in lieu or unpaid leave to be absent from the workplace. Such leave shall be subject to operational requirements.

13.09 Posting of Leave Provisions

During the term of the Agreement, the Company agrees to post a copy of the "**Maternity** Leave", "Parental Leave" and the "Family Responsibility Leave" provisions of **Part 6, of the** Employment Standards Act of British Columbia.

13.11 Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive days shall forfeit all **employment**. This shall not interfere with the **Company**'s right to discharge **for** proper cause.

ARTICLE 14 –HEALTH AND SAFEY

14.01 Regulatory Compliance with Health and Safety

(a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.

(b) **It is agreed that** Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulations is incorporated into and forms part of this Agreement. The **Company and** the **U**nion agree to abide by those provisions unless this **A**greement provides otherwise. **Notwithstanding the foregoing, neither Party is precluded from referring a matter to WorkSafe BC.**

14.02 Joint Occupational Health and Safety Committee

(a) A Joint Occupational Health & Safety Committee (JOHSC) for the workplace shall be established in accordance with the following:

(i) it must have at least four (4) members;

(ii) at least half the members must be **W**orker **R**epresentatives;

(iii) **t**he Union shall elect two (2) employees as **Worker R**epresentatives to the Joint **Occupational** Health & Safety Committee:

(iv) **t**here shall be two (2) Co-Chairs, one **(1)** selected by the **W**orker **R**epresentatives and the other selected by the **Company R**epresentatives.

(b) The JOHSC shall meet at least once every month or as may be required. The Co-Chair with mutual agreement, is empowered to call extra meetings at any time.

(c) The Company will pay straight time rates to **Worker Representatives** for the actual time spent in attending JOHSC meetings outside working hours.

(d) Where the JOHSC meetings are held during working hours, with the consent of the Company, the **Worker Representatives** time will not be deducted for attending such meetings, inspections or incident investigations.

(e) The JOHSC may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

14.03 Investigations

(a) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC Inspector during workplace visits.

(b) In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one **(1)** of its representatives shall join **the** Joint **Occupational** Health & Safety Committee investigation at the workplace.

(c) Furthermore, the **U**nion can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Company shall provide full access to the workplace as required to complete the investigation.

14.04 Education

(a) Each member of the Joint Occupational Health and Safety Committee, within six (6) months of becoming a member is entitled to an annual education leave totalling eight (8) hours or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by, or with the approval of, the Board.

(b) The Company must provide the educational leave under this Article without loss of pay or other benefits and must pay for, or reimburse the employee for, the costs of the training course and the reasonable costs of attending the course.

14.05 Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred, may without discrimination, refrain from working the balance of the shift **providing an orderly shutdown of the operation has occurred and the employee(s) is not required to remain as part of the accident investigation.**

14.06 Refusal of Unsafe Work

It is recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this Article, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe B.C. Occupational Health and Safety Regulation which are as follows:

(a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to **Article 14.05** (a) must immediately report the circumstances of the unsafe condition to their supervisor or **Company**.

(c) A supervisor or **Company** receiving a report made under subsection (b) must immediately investigate the matter and,

(i) ensure that any unsafe condition is remedied without delay, or

(ii) if in their opinion the report is not valid, must so inform the person who made the report.

(d) If the procedure under **Article 14.05** (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or **Company** must investigate the matter in the presence of the worker who made the report and in the presence of:

(i) a worker member of the joint committee.

(ii) a worker who is selected by a trade union representing the worker, or

(iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(e) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the **Company**, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

14.07 Reassignment of Work

(a) If a worker refuses work under Article 14.05, the Company must not require or permit another worker to do the refused work unless:

(i) the matter has been resolved under Article 14.05 (c), (d), or (e), or

(ii) the Company has, in writing, advised the other worker and a person referred to in Article 14.05 (d)(i), (ii), (iii) of all of the following:

1. the refusal;

2. the unsafe condition reported under Article 9.04(b);

3. the reasons why the task would not create an undue hazard to the health and safety of the other worker or any other person;

4. the right of the other worker under section 3.12 to refuse unsafe work.

14.08 No Discriminatory Action:

(a) A worker must not be subject to discriminatory action as defined in Section 47 of the Workers' Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

(b) Further to 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.

14.09 Housekeeping and Sanitation

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

14.10 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, free menstruating products and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

14.11 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 their Supervisor and the First Aid Attendant or as soon thereafter as possible, and also report this (Attendant) on returning to work. Return to work will be at the approval of the Plant Manager, or designate.

14.12 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 accompanied by a qualified person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

14.13 Injured Employee – Daily Earnings

If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury. If injured while on a shift when shift premiums and/or differentials apply, premiums and applicable differential shall apply.

14.14 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.

14.15 Safety Equipment and Tools

(a) Employees shall be supplied, at the Company's expense, with all protective clothing and safety equipment where required by the **Occupational** Health and Safety Regulations of the Workers' Compensation Board of B.C. and such shall be replaced where they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

14.16 Safety Boots and Allowance

(a) Where the use of Safety Toe Boots is required by the Regulations, employees shall be responsible for providing and paying for their own, CSA approved, Safety Toe Boots. The Company agrees to reimburse an employee, who has successfully completed their probationary period, two hundred **and fifty** dollars ($2**50**.00) per year towards the cost of approved safety footwear, upon remittance of proof of purchase.

(b) The two hundred **and fifty** dollars ($2**50**.00) per year can be used towards more than one **(1)** purchase of approved safety footwear. Two hundred **and fifty** dollars ($2**50**.00) may be rolled over for a maximum of two (2) contract years to a total of **five** hundred dollars ($**5**00.00).

14.17 Insurance Coverage for Tools

The Company agrees to provide Insurance for any employee who is required to use their own tools or equipment in the service of the Company. The employee shall not be responsible for any deductible. The employee shall only be eligible for such Insurance upon the submission of an inventory of their tools and/or equipment to the Company. It shall be the employee's responsibility to keep such inventory up-to-date. Where an employee breaks or wears out a tool from their inventory of tools, and the tool in question is not covered by a manufacturer's warranty, the Company shall pay for a replacement tool of equal value, provided the employee gives the broken or worn out tool to the Company.

ARTICLE 15 – RESPECT IN THE WORKPLACE

15.01 Employment Discrimination

The Parties are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment **and discrimination**. **In accordance with the British Columbia** Human Rights **Code**, every employee has the right to freedom from harassment by a supervisor or other employee because of **Indigenous identity,** gender **identity or expression**, **sex,** race, ancestry, place of origin, colour, ethnic origin, citizenship, **political belief,** creed, age, record of offences, marital status, family status, sexual orientation or **physical or mental** disability.

15.02 Definition of Bullying and Harassment

For the purpose of this Article, workplace bullying and harassment is defined as **any inappropriate conduct or comment, including, engaging in a course of vexatious** comment or conduct**, against a worker in a workplace,** that is known**, or ought reasonable to be known** to be unwelcome **or unwanted**. It interferes with an individual's work or creates an intimidating or unpleasant work environment. **Workplace harassment includes the right of an employee to have a psychological safe working environment.**

(a) **Sexual Harassment**: includes unwelcome **or unwanted** sexual advances, requests for sexual favours, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.

(b) **Personal Harassment:** includes **conduct and/or behaviours which create an intimidating, demeaning or hostile working environment inclusive of** derogatory comments, taunts, threats, jokes or jeers **based on the prohibited grounds defined in the BC Human Rights Code.**

15.03 Employee Obligations

All employees in the bargaining unit must refrain from bullying, harassment or discrimination.

15.04 Reporting Procedures

(a) There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore, it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.

(b) If the activity or behaviour does not stop after the person has been approached, or the **C**omplainant does not fee comfortable speaking with the person directly, the **C**omplainant should raise the issue with Plant Manager or an HR Representative.

(c) The **C**omplainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behaviour.

(d) Management will take the following steps to resolve the complaint.

(i) **a**ssure the **C**omplainant that an objective **investigation** of the complaint shall take place immediately.

(ii) **a**dvise the Respondent *(person alleged to be responsible)* that a complaint has been lodged.

(iii) **the Company may determine whether an internal or external investigator is required to conduct the investigation, who shall have the training or relevant experience applying the law and WorkSafeBC Policy in conducting investigations.**

(iv) **i**nterview the **C**omplainant and the **Respondent** person(s) alleged to be responsible as soon as possible.

(v) **i**nterview any witnesses.

(vi) **d**ocument the situation clearly and completely.

15.05 Findings

(a) **The investigator's findings and recommendations will be shared with the Complainant, Respondent, Company and the Union**. Render a decision as soon as possible and advise the **P**arties of the action to be taken, if any.

(b) Ensure that all information concerning the case be kept confidential.

(c) A record of a complaint will be kept in the **C**omplainant's file if it is determined that the complaint was frivolous or vexatious. Records relating to frivolous or vexatious complaints shall be removed from the **R**espondent's file and any reference identifying the **R**espondent shall be removed from the **C**omplainant's file.

(d) If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the Plant Manager or an HR Representative. Such measures may include: counselling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.

(e) Where either the **C**omplainant or the **R**espondent, in conjunction with the Union, is not satisfied with the Company's decision, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of **Respect in the Workplace** personal harassment or sexual harassment. The adjudicator shall work with the **P**arties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

(i) dismiss the complaint; or

(ii) determine the appropriate level of discipline to be applied to the **Respondent**;

(iii) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(f) All fees and expenses of the adjudicator shall be shared equally between the Company and the Union.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 Definition of Grievance

Any difference between the **P**arties concerning the interpretation, application, operation or alleged violation of a provision(s) of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be taken up in the manner set out below.

16.02 Grievance Process

(a) All grievances shall be processed in accordance with the following:

(i) setting out the nature of the grievance and the circumstances from which it arose;

(ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;

(iii) stating the redress or other action required to resolve the matter;

(iv) transmitting the grievance to the other Party;

(v) the Parties agree to provide each other, in a timely manner, with all the relevant facts relating to a grievance;

16.03 Types of Grievances

(a) Termination, Suspension Grievances – If an employee believes that they have been unjustly suspended or discharged they may commence the grievance procedure, and it will be instituted at Step 2.

(b) Group Grievances – grievances of a general or group nature filed on behalf of all affected employees, will be put in writing and instituted at Step 2.

(c) Union or Company Policy Grievances – grievances filed by either Party regarding the administration, application, or interpretation of this Agreement, will be put in writing and instituted at Step 3.

16.04 Grievance Steps

(a) Step One

The employee(s) involved and/or a **Steward** shall first take up the matter with the Supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

(b) Step Two

(i) if the grievance is not satisfactorily settled in this way, the **Steward**, shall take up the grievance with the **Plant** Manager **or designate within fourteen (14) days of the said grievance.**

(ii) the Plant Manager or designate, will discuss the grievance as required with the Steward and/or Union Representative and render a written decision to the Union with copies to the Steward and grievor within fourteen (14) calendar days.

(c) Step Three

(i) if a satisfactory settlement is not then reached, the **Steward** and the Union shall take up the grievance with the **Plant** Manager.

(ii) the Company Representative will discuss the grievance as required with the Steward and/or Union Representative and render a written decision to the Union with copies to the Steward and grievor within fourteen (14) calendar days.

(d) Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by **A**rbitration as set forth in Article **18** – Arbitration.

16.05 Time Limits

(a) If a grievance has not been advanced to the next stage under Step Two, Three, and Four, within fourteen (14) days after completion of the previous stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

(b) Notwithstanding the foregoing, the time limits may be extended by mutual agreement between the Company and the Union. Such agreement will not be unreasonably withheld.

ARTICLE 17 – ARBITRATION

17.01 Procedure

In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article 17 –Grievance **Procedure**, the matter shall be determined by arbitration in the following manner:

(a) The **P**arties shall jointly agree to the appointment of a Single Arbitrator. If the Parties fail to agree on such appointment, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.

(b) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.

(c) The Arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.

(d) The decision of the Arbitrator shall be final and binding on both Parties.

17.02 Cost Sharing

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

17.03 Place of Hearing

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

ARTICLE 18 – STRIKES AND LOCKOUTS

18.01 Strikes and Lockouts

(a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out 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, counselled, aided or brought about on its part.

ARTICLE 19 – TECHNOLOGICAL CHANGE, LAYOFF, RECALL AND OTHER CHANGES

19.01 Technological Change

(a) Where the Company introduces or intend to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining employees, the Company must give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and the provisions of Section 54 of the Labour Relations Code of British Columbia shall apply.

(b) It is agreed that the Company and the Union will meet within fourteen calendar (14) days of the notice being received by the Union to develop an adjustment plan.

19.02 Permanent Closures

(a) An employee who is terminated as a result of a permanent and total closure of the Company's Surrey B.C. operations, **will receive the following:**

(i) notice of such termination equal to one (1) week's notice for each completed year of service to a maximum of ten (10) week's notice.

(ii) an employee who receives less than the required notice shall be paid one (1) week's pay (equivalent to forty (40) hours at their straight time rate) in lieu of such notice for each week of notice that they did not receive.

(iii) an employee who chooses to terminate their employment prior to the end of the notice period shall not receive any payment under this Article.

(b) Further to the working notice about employees with one (1) year or more of service, whose employment is terminated as a result of permanent closure of the whole or any part of the plant, shall receive severance pay to one (1) week's pay for each completed year of continuous service up to a maximum of six (6) years with the Company, at the rate of pay the employee was receiving on the date of termination. (The week's pay includes an employee's wage classification including all premiums and any daily overtime). The severance pay will be paid after the employee's recall rights have expired or are waived.

19.03 Reduction of Forces (Layoff)

(a) In the event of a reduction of forces, the Company shall layoff employees in accordance with the principle outlined in **Article 7.01**. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the **Union** as soon as possible.

(b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate only if they have previously held the job in the operation on a regular basis.

(c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain another job paying the same rate of pay, a lower paid job; or they can accept a layoff until their regular job becomes available, provided however:

(i) if during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.

(ii) the application of this provision shall result in an employee, in the exercise of their rights, bumping an employee with less seniority.

(d) **In addition to the above, d**uring a reduction of the work forces, where there are more senior labour employees on layoff, employees who are **M**achine **O**perators as a result of the Company initiated training will not do any packing and will only perform machine operator duties.

(e) It is further understood that when Junior Machine Operator(s) are working, Senior Machine Operator(s) will not be placed in positions that would layoff a senior employee to the Junior Machine Operator(s).

19.04 Recall

(a) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their seniority **as outlined in Article 7.01** subject to the competency to do the job.

(b) An employee who is recalled to work must report to work as scheduled no more than three (3) calendar days following receipt of notice of recall. An employee who does not return when scheduled shall forfeit all seniority rights. This shall not interfere with the Company's right to discharge for **just** cause.

19.05 Retention During Layoff

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

(a) Employees who have completed probation with less than one (1) year's service shall retain their seniority for a period of six (6) months.

(b) Employees with one (1) or more year's service shall retain their seniority for twelve (12) months.

(c) It shall be the **Company**'s responsibility to maintain an address and phone number **on** file of their employees and it shall be the employee's responsibility to notify the **Company** in writing of any change of address and/or phone number.

ARTICLE 20 – DURATION OF AGREEMENT

20.01 Duration

(a) The Parties hereto mutually agree that this Agreement shall be effective from and after the date of January 15, 20**25** to midnight January 14, 20**28**, subject to the right of either Party, within four (4) months immediately preceding the date of expiry to serve notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

(b) The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company or at the Local Office upon the Local Officers of the Union. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by a legal strike or lockout.

(c) By agreement of the **P**arties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 17 day of JUNE 2026.

UNITED STEELWORKERS (ON BEHALF OF LOCAL UNION 2009)	AQUA-PAK STYRO CONTAINERS LTD.

APPENDIX I

CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES

		Effective Jan 15, 2025	Effective Jan 15, 2026	Effective Jan 15, 2027
General Wage Increase		4%	3%	3%
Classifications				
Level 1 Labour (including Packer Non-Production Labour Grinder	Start	$19.95	$20.55	$21.17
	After 600 Hrs	$20.98	$21.61	$22.26
	After 1200 Hrs	$21.99	$22.65	$23.33
Level 2 Printer Assistant Shipper/Receiver	Start	$20.64	$21.26	$21.90
	After 600 Hrs	$21.64	$22.29	$22.96
	After 1200 Hrs	$22.67	$23.35	$24.05
Level 3 Shipper/Receiver Mold Changer	Start	$23.10	$23.79	$24.50
	After 600 Hrs	$24.47	$25.20	$25.96
	After 1200 Hrs	$25.92	$26.70	$27.50
Level 4 Mold Changer/Maintenance Helper Pre-Foamer **Apprentice Year 1**	Start	$24.70	$25.44	$26.20
	After 600 Hrs	$26.08	$26.86	$27.67
	After 1200 Hrs	$27.48	$28.30	$29.15
Level 5 Machine Operator **Apprentice Year 2**	Start	$28.70	$29.56	$30.45
	After 600 Hrs	$30.10	$31.00	$31.93
	After 1200 Hrs	$31.42	$32.36	$33.33
Level 6 Maintenance Mechanic/Millwright **Apprentice Year 3 + 4** Process Tech	Start	$33.54	$34.55	$35.59
	After 600 Hrs	$34.88	$35.93	$37.01
	After 1200 Hrs	$36.20	$37.29	$38.41
Level 7 Certified Millwright	Start	$40.33	$41.54	$42.79
	After 600 Hrs	$42.50	$43.78	$45.09
	After 1200 Hrs	$43.60	$44.91	$46.26

APPENDIX II

GROUP BENEFITS AND HEALTH AND WELFARE PLANS

The following represents a summary only of the Group Benefits available to employees covered by this Collective Agreement. Specific rights and benefits are governed by the terms of the Group Insurance Policy, Plan Document and/or the Plan Text providing the Group Benefits. **All Group Benefits provided under this Agreement shall have separate and distinct maximums. No benefit category shall be combined with another for the purpose of limiting coverage.**

ELIGIBILITY

Active full-time employees who work a minimum of twenty (20) hours per week shall become eligible on the first day of the month on or after which they have completed three (3) months of permanent full-time employment. In the case of a lay off an employee's benefits under this plan shall cease effective the last day of the second (2nd) full month following the date of layoff. When recalled with seniority, benefit coverage shall resume effective the first (1st) day of work.

An employee on an approved leave of absence may maintain coverage for MSP only provided the employee pays the Company an amount equal to their MSP premiums prior to those premiums being paid by the Company.

LIFE	Jan 15, 2018
Amount of Insurance:	$100,000.00
No Evidence Limit:	$100,000.00
Reduction:	by 50% on the date you attain age 65

DEPENDENT LIFE INSURANCE

Amount of Insurance:	Spouse:	$7, 500.00
	Child:	$2,500.00

ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of your Accidental Death and Dismemberment insurance is equal to and reduces the same as your Life Insurance amount.

OPTIONAL LIFE

Available to you and your eligible spouse in units of $10,000.00 up to a maximum of $200,000.00 each.

All amounts of Optional Life are subject to approval of medical evidence.

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT

The amount of Voluntary Accidental Death and Dismemberment insurance is the amount which you have elected subject to a maximum of $300,000.00. The amount elected must be a multiple of $25,000.00. You may elect to change the amount of your insurance only on a Policy Anniversary date.

The amount of insurance for your eligible dependents is the amount which you have elected for yourself multiplied by the applicable percentage below:

Spouse (if no dependent children)	50%
Spouse (if dependent children)	40%
Each Dependent Child (if spouse)	5%
Each Dependent Child (if no spouse)	10%

LONG TERM DISABILITY

Waiting Period:	120 days
No Evidence Limit:	$3,000.00
Benefit:	75% of monthly earnings
Minimum Benefit:	$50.00 per month
Maximum Benefit:	$3,000.00 per month
Maximum Benefit Period:	to age 65 (if the law changes that the age 65 requirement is discriminatory then the **Company** agrees to amend coverage provided availability).

All employees that are currently receiving the top up of the five percent (5%) **from** the Company will be grandfathered at the eighty percent (80%) until they either return to work or no longer qualify for LTD Benefits under the current claim.

EXTENDED HEALTH CARE

Deductible:	$25.00 per employee/family per calendar year
Reimbursement:	100% of all eligible expenses
Lifetime Maximum:	$1,000,000.00
Plan Maximum:	The lifetime maximum amount of Benefits payable for any one member or dependent is $1,000,000.00
Dependent Children:	Covered from birth to age 21, to age 24 if in full time attendance at a school or university, or to any age if handicapped.

Employees shall be provided with a prescription drug card for direct payment to the pharmacy as per the normal procedure provided for by the insurance carrier.

VISION CARE

Insured Amount	$600.00 per 24-month period includes member and spouse every 12 months for children. The **Company** will **provide full coverage** for eye examinations for members, spouses and children.

DENTAL CARE

Deductible:	Nil
Basic:	80% reimbursement
Major:	60% reimbursement
Orthodontics:	50% reimbursement
Fee Guide:	Current Dental Association fee guide
Basic:	No maximum
Major:	No maximum
Orthodontics:	$2,500 lifetime/clamant
Dependent Children:	Covered from birth to age 21, to age 25 if in full time attendance at a school or university, or to any age if handicapped.

RRSP

Effective January 1, 2022 the Company will contribute ten and one-half percent (10.5%) of an employee's annual gross wages to an employee's RRSP for the calendar year 2021 and subsequent years.