

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KOPPERS ASHCROFT INC.**

**AND**

**UNITED STEELWORKERS, LOCAL 1-417**

**PREAMBLE:**

1. WHEREAS it is the intent and the purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

**ARTICLE I - BARGAINING AGENCY**

**Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agency of the Employees of the Company at the Koppers Ashcroft Treating facility as set out in the Certificate of Bargaining Authority.
- (b) When a dispute arises as to whether or not a person is an Employee within the Bargaining Unit, it shall be subject to the Grievance Procedure as provided for in Article XI, Step 3, and, in the event of failure to reach a satisfactory settlement, it shall be dealt with as provided for in Section 139 (a) of the Labour Relations Code of B.C.
- (c) The term "Student Employee" applies to Employees who may be utilized for clean up on Saturdays and Sundays. Student Employees do not acquire seniority.

## **ARTICLE II – EMPLOYER’S RIGHTS**

### **Section 1: Management and Direction**

The Management of the operation and the direction and promotion of the Employees are vested exclusively in the Management; provided, however, that this will not be used for the purpose of discrimination against Employees.

### **Section 2: Hiring and Discipline**

The Company shall have the right to select Employees and to discipline or discharge them for proper cause.

## **ARTICLE III - UNION SECURITY**

### **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the Employees as defined in this Agreement, and to this end will present to new Employees and to all Supervisors and Foremen the Policy herein expressed.

### **Section 2: Union Shop**

All new Employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union, and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

### **Section 3: Maintenance of Membership**

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

### **Section 4: Discharge of Non-Members**

Notwithstanding anything contained in the foregoing Sections 2 and 3 of this Article, no Employee shall be subject to discharge except for refusal to pay Union Dues. If an Employee fails to pay Union dues within seven days after the Company and the Employee have been notified by the Union of the Employee's delinquency, such Employee shall be discharged forthwith by the Company.

## **Section 5: Union Membership**

- (a) No Employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the By-Laws of Local Union 1-417.
- (b) Any Employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

## **Section 6: Check-Off**

- (a) The Employer shall deduct from the pay of each member of the Bargaining Unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Employer of any changes in Union Dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- (c) No later than ten (10) calendar days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers, Local 1-417  
181 Vernon Avenue  
Kamloops, B.C. V2B 1L7

- (d) The monthly remittance shall be accompanied by a statement showing the names of each Employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reason, i.e. W.C.B., W.I., lay off, etc.
- (e) The Employer agrees to print the amount of total deductions paid by each Employee for the previous calendar year on his/her Annual Statement of Remuneration (T4 Slip).

## **Section 7: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance number of each Employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the Employee enters the employment of the Company, whichever date last occurs.

## **Section 8: Employer Deductions From Wages - Employee Benefit Plans**

The Parties agree that the Company shall deduct from an Employee's wages and shall remit to the appropriate Employee benefit plan, the Employee's contribution which is specified in any benefit plan agreed to by the Parties.

## **Section 9: Shop Stewards**

- (a) The Union will advise the Employer of the identity of all Shop Stewards.
- (b) Shop Stewards shall be allowed to take up grievances during working hours after first receiving permission from the Supervisor. Grievance meetings will take place at times that least interferes with production.

## **Section 10: Committee Defined**

For the purposes of this Agreement, when the word "committee" is used it shall mean **Plant** Committee, members of which are appointed by the Union.

## **Section 11: Composition**

The Committee shall consist of not more than three (3) Employees with completed probationary period of employment with the Company who are members of the Union.

## **Section 12: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Committee. The Union or Committee will inform the Company in writing when any member change takes place on the Committee. No member of the Committee will be recognized by the Company unless the above noted procedure is carried out.

## **Section 13: Employees Outside the Bargaining Unit**

Employees outside the Bargaining Unit will not perform work that is normally done by Employees in the Bargaining Unit. However nothing in this Agreement shall be construed as prohibiting Employees outside of the Bargaining Unit from doing work for the purposes of instruction, provided in so doing a lay-off of Bargaining Unit Employees does not result, or in the case of an emergency when regular Employees are not available, provided that every reasonable effort is made to find a replacement from the Bargaining Unit, or when a Bargaining Unit worker requests the assistance of an Employee outside of the Bargaining Unit.

## ARTICLE IV – HOURS OF WORK

### **Section 1: Regular Hours**

- (a) The regular hours of work in the operation shall be eight (8), ten (10) or twelve (12) hours per day and forty (40) hours per week.
- (b) The term “work week” means that period of time commencing at 12:01 Sunday and terminating 168 hours thereafter on the succeeding Sunday midnight.
- (c) The term “workday” means that period of time starting when an Employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- (d) The normal work schedule for eight (8) hour shift Employees shall be five (5) consecutive days (Monday through Friday). For ten (10) hour shift Employees it will be four (4) consecutive shifts Monday through Friday. Twelve (12) hour shift Employees will work four (4) on four (4) off averaging a forty two (42) hour week.

The Union acknowledges that the Company may establish additional work schedules to meet operational requirements; however, a consultation with the Plant Committee must occur before moving forward with such shift but, the decision will be that of the Company. As well, any new shift will be posted and manned as per the Collective Agreement.

### **Section 2: Rest Break – Lunch Break**

Employees on eight (8) or ten (10) hour shifts will be provided two (2) fifteen (15) minute breaks, to be taken during the mid two (2) hours of each half of each regular shift. Employees will be entitled to a lunch break of one-half (1/2) hour on their own time as close to mid shift as possible. Twelve (12) hour shift Employees will also receive three (3) fifteen (15) minute breaks and will eat lunch on Company time while continuing to serve the process. Treater's will also lunch on Company time when on eight (8) hour shifts.

### **Section 3:**

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

### **Section 4: Overtime**

- (a) Subject to paragraph (c) of this clause one and one-half (1 ½) times an Employee's basic rate will be paid for work performed in excess of eight (8) or ten (10) hours per work day depending on the established work schedule.
- (b) Subject to paragraph (c) of this clause one and one-half (1 ½) times an Employee's basic rate will be paid for work performed in excess of forty (40)

hours or an average of forty (40) hours per work week. Statutory Holidays will be considered as time worked for the purpose of calculating weekly overtime.

- (c) Double the Employee's basic rate of pay shall be paid for all work in excess of twelve (12) hours in any one day.
- (d) Time and one-half (1 ½) the Employee's basic rate of pay shall be paid for all work on a day of rest provided the Employee has worked forty (40) hours as provided for in Article (b) of this Section.
- (e) Overtime will be offered to the operator on shift where the overtime occurs. Secondly, it will be offered to the Senior Qualified Employee on the same shift on which the overtime occurs. Thirdly, it will be offered to the Senior Employee on another shift competency considered.

If the overtime is being offered to an Employee who is on a day of rest, the offer of overtime will be made on an equitable rotational basis competency considered.

#### **ARTICLE V – CALL TIME**

- (a) An Employee reporting for work on the call of the Company, shall be paid his/her regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of:
  - (i) Two (2) hours' pay at the Employee's regular rate except when the Employee's condition is such that he/she is not competent to perform his/her duties or he/she has failed to comply with the Occupational Health and Safety Regulation of the Workers' Compensation Board (WorkSafeBC); and
  - (ii) If the Employee commences work, four (4) hours' pay at his/her regular rate, except where his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Company.
- (b) The Parties hereby agree to work out a mutually satisfactory agreement determining the method by which the Employee will be notified, cancelling the call for work.

## ARTICLE VI - SENIORITY

### **Section 1:**

- (a) Seniority means continuous unbroken service with the Company from date of hire.
- (b) In the instance of promotions the Company will recognize the principle of seniority, competency considered.
- (c) In the instance of lay-offs of more than one shift and recall from lay-off, senior Employees will be the last to be laid off and first to be recalled provided they possess the required qualifications to perform the work that is available. Lay-offs of one shift or less require no notice and work will be assigned by seniority of those on that shift provided the senior Employee(s) are capable of performing the available work.
- (d) Lay-offs that extend beyond one shift will require twenty-four (24) hour notice and senior Employees will be retained to perform the available work.

### **Section 2: Probationary Period**

- (a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation; the probationary period to continue for thirty (30) worked shifts or two hundred forty (240) hours 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 probation, 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 employee, provided however that the probationary period shall only be cumulative within the three (3) calendar months following the date of entering employment.
- (b) It is further agreed that in the application of Article VI, Section 1(a), probationary Employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Employer, and is subject to the Employee being competent to perform the work. This obligation does not apply where the work will require payment of overtime.

### **Section 3: Reinstatement**

- (a) It is hereby agreed that, when rehiring, all Employees shall be notified in the following manner:
  - (i) Delivery of notice either orally or by letter by a Company representative.
  - (ii) Local or long-distance telephone communication.

(iii) Registered letter.

In the case of (i) such oral notice shall be confirmed by a written notice showing date delivered, and the date and time the Employee is to return to work.

In the case of (ii) such telephone communication shall be confirmed the same day by registered letter and shall set out the date and time the Employee is to return to work.

In the case of (iii) which shall be used where it is impossible to use (i) or (ii) above, a period of up to seven (7) days within which the Employee is to return to work will be allowed, provided the Employee replies within ninety-six (96) hour of the sending of the letter in the affirmative.

- (b) The Employee must reply to the call to work within ninety-six (96) hours of the sending of the call to work as in (i) and appear for work at the specified date.
- (c) All recalls shall be in accordance with the Employee's seniority rights.
- (d) It is agreed that all Employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.
- (e) It shall be the Employee's responsibility to keep the Company informed of his or her address during lay-off.

#### **Section 4: Retention During Lay-Off**

Seniority during lay-offs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of eight (8) months.
- (b) Employees with one (1) or more years of service shall retain their seniority for eight (8) months plus one (1) additional month for each year's service, up to an additional six (6) months.
- (c) A laid-off Employee's seniority retention is reinstated on the completion of one day's work.

#### **Section 5: Seniority List**

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and starting date with the Company of each regular Employee. However such request shall not be granted more than twice during each yearly period September 1<sup>st</sup> to August 31<sup>st</sup>. The Company will advise the Union once each month of changes to the said list.



## **Section 6: Training Postings**

(see Appendix B)

## **ARTICLE VII – LEAVE OF ABSENCE**

### **Section 1: Union Leave**

The Company will grant leave of absence to Employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the Union in order that they may carry out their duties on behalf of the Union. The Parties agree that not more than two (2) Employees will be on leave at any time.

It is agreed that before the Employee receives this Leave of Absence as set forth, the Union will provide as much advance written notice as is reasonably possible but not less than seven (7) calendar days written notice will be given by the Union in order to replace the Employee with a competent substitute.

Notwithstanding the above, in the case of an emergency or other serious unanticipated requirement for Union Leave, the Union may request leave of the Company on less than seven (7) calendar days notice, in which case the Company will consider the request. Such requests will be considered by the Company and the decision made based on operational requirements.

### **Section 2: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time Employee's immediate family, the Employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for his/her regular work schedule for a maximum of three (3) days.
- (b) Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, grandparents, grandchildren, sons-in-law, daughters-in-law, stepchildren and grandparents-in-law.
- (c) Compensable hours under the terms of this Section 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.

### **Section 3: Jury or Witness Duty**

- (a) Any regular, full-time Employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference

between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.

- (b) Hours paid for Jury Duty 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.

#### **Section 4: Compassionate, Educational, Military Service, Etc. Leave**

By mutual agreement leave of absence will be granted to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational training or extended vacation purposes, conditional on the following terms:

- (a) That the Employee apply at least one 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 purposes where a suitable replacement is not available.
- (d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- (e) Employees on extended leave of absence pursuant to this section will pay their own premiums for the Medical Services Plan, Extended Health Benefits and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the Employer during such extended leave of absence.

#### **Section 5: Pregnancy and Parental Leave**

The Company will comply with the provisions of the *Employment Standards Act* (British Columbia) for pregnancy and parental leave.

#### **Section 6: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

- (b) Employees elected or appointed to Federal, Provincial, Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absence from work for conducting Municipal business.
- (c) The Employee who obtains this leave of absence shall return to his/her Company within thirty (30) calendar days after completion of public office.

## **ARTICLE VIII- VACATIONS WITH PAY**

With respect to annual vacations and vacation pay, the following provisions will apply:

### **Section 1: Two Weeks Vacation**

Employees with one (1) or two (2) years continuous service shall receive eighty (80) hours vacation with pay based upon five percent (5%) of earnings or eight (80) hours at the hourly rate of the Employee's regular job, whichever is greater.

### **Section 2: Three Weeks Vacation**

Employees with two (2) or more years continuous service shall receive one hundred and twenty (120) hours vacation with pay based upon seven per cent (7%) of earnings or one hundred and twenty (120) hours at the hourly rate of the Employee's regular job, whichever is greater.

### **Section 3: Four Weeks Vacation**

Employees with seven (7) or more years continuous service shall receive one hundred and sixty (160) hours vacation with pay based upon nine per cent (9%) of earnings or one hundred and sixty (160) hours at the hourly rate of the Employee's regular job, whichever is greater.

### **Section 4: Five Weeks Vacation**

Employees with fifteen (15) or more year's continuous service shall receive two hundred (200) hours vacation with pay based upon eleven per cent (11%) or earnings or two hundred (200) hours at the hourly rate of the Employee's regular job, whichever is greater.

### **Section 5: Six Weeks Vacation**

Employees with twenty-four (24) or more years continuous service shall receive two hundred and forty (240) hours vacation with pay based upon thirteen per cent (13%) of earnings or two hundred and forty (240) hours at the hourly rate of the Employee's regular job, whichever is greater.

## **Section 6: Seven Weeks Vacation**

Employees with thirty (30) or more years continuous service shall receive two hundred and eighty (280) hours vacation with pay based upon fifteen per cent (15%) of earnings or two hundred and eighty (280) hours at the hourly rate of the Employee's regular job, whichever is greater.

## **Section 7: Termination Calculation**

An Employee who leaves the Company for any reason whatsoever shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the Employee's years of service as provided in Sections 1, 2, 3, 4, 5 and 6 above.

## **Section 8: Scheduling**

Vacations for Employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired. The third, fourth, fifth, sixth and seventh weeks of vacation provided for in Sections 2, 3, 4, 5 and 6 hereof need not be consecutive with the two weeks provision provided in Section 1 hereof. Such additional week or weeks of vacation shall be taken when convenient to the Company.

## **Section 9: Days Considered for Determining Vacations**

The following shall be considered as days actually worked for determining vacations with pay for an Employee after one (1) continuous year of employment:

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided the Employee returns to his/her employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the Employee returns to his/her employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave.
- (d) Absence due to time served on jury duty.
- (e) Any other absence duly approved by the Employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leave of absence shall not be counted in computing vacation pay.

## **Section 10: Pay Entitlement Date**

- (a) Outstanding accrued Vacation Pay will be paid, on a separate cheque/deposit, on the closest pay day on or before December 15.

- (b) Employees may also request a partial or full pay out of outstanding accrued Vacation Pay, on a separate cheque/deposit, on one additional scheduled pay date prior to the December payout.
  - (i) At the discretion of the Company a second partial or full pay out of outstanding accrued Vacation Pay will be paid in case of an emergency.

**Section 11: Qualification and Computation for Vacation Pay**

- (a) The hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5 and 6 above, shall mean the hourly rate of the Employee's regular job at the time the Employee takes the first two weeks or more of vacation after the cut-off date.
- (b) For the purposes of administration, the Company cut-off date shall be deemed to be the Employee's anniversary date for the vacation year.
- (c) In order to qualify for the greater of percentage of earning or number of hours at the hourly rate of the Employee's regular job, as provided for in Sections 1, 2, 3, 4, 5 and 6 above, the Employee must have worked a minimum of fifteen hundred (1500) hours in his first year of service, and a minimum of one thousand (1000) hours during his succeeding years of entitlement.
  - (i) For purposes of calculating minimum hours as in (c) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
- (d) For purposes of computing the requisite hours, the following will be included:
  - (i) All hours worked;
  - (ii) Statutory Holiday hours;
  - (iii) Jury and Crown witness duty;
  - (iv) Bereavement leave;
  - (v) Vacation hours;
  - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation provided that the Employee returns to his/her employment.
  - (vii) Time not exceeding one (1) year, lost as the result of non-occupational accident or illness, shall be considered as time worked for the purpose of

qualifying for vacation provided that at the time of the accident or illness the Employee has been on the payroll for not less than one (1) year and that he returns to his/her employment. It is understood that the Employer may require that the Employee provide a certificate from a qualified medical practitioner.

### **ARTICLE IX – STATUTORY HOLIDAYS**

- (a) All eligible Employees shall receive ten (11) holidays with pay. The holidays shall be: New Year's Day, Family Day, Good Friday, Victoria Day, Thanksgiving Day, Canada Day, B.C. Day, Labour Day, Remembrance Day, Christmas Day and Boxing Day.

And any additional General Holiday proclaimed by the Provincial or Federal Governments.

- (b) Holiday pay would be the amount the Employee would have earned had they worked their regular shift on that day.
- (c) Holidays will be observed on the day on which they occur unless another day is substituted by mutual agreement of the Union and Company.
- (d) An Employee, to qualify for holiday pay, must comply with the following conditions:
- (i) An Employee, to qualify for holiday pay, must have been on the payroll thirty (30) calendar days immediately preceding the holiday and must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holidays, unless his/her absence is due to illness, compensable occupational injury, or the Employee is on authorized leave of absence.
- (e) In the case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- (f) Notwithstanding any of the foregoing provision, if the Employee fails to work one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days, the Employee shall not be entitled to be paid for any Statutory Holiday during that period.
- (g) Student labour and probationary Employees will not receive pay for Statutory Holidays.

## ARTICLE X – SAFETY AND HEALTH

### **Section 1: Recognition of Importance**

The Company and Employees will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Company.

### **Section 2: Joint Health and Safety Committee**

The Company will maintain an Joint Health and Safety Committee which shall be constituted and work in accordance with the Workers' Compensation Board (WorkSafeBC) Occupational Health and Safety Regulation.

### **Section 3: Safety Meetings**

Safety meetings will be held during working hours at a time mutually agreed upon. Employee's time will not be deducted for attending such meetings or investigations into accidents.

### **Section 4: Safety Equipment**

Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall, at not cost to the Employee:

- (a) Supply new Employees with the articles of equipment as required;
- (b) Supply Employees moving to another department with the equipment they require and that they do not have at the time of the move; and
- (c) Replace articles of equipment when those articles are presented worn or damaged beyond repair;

That is to say:

- (i) Hard Hats
- (ii) Eye, ear and nose protective equipment
- (iii) Gloves to an acceptable level of usage
- (d) The Company will provide reimbursement of up to \$150.00, on submission of a receipt, for the purchase of one pair of steel toe, six inch, lace up work boots upon hire and after every twelve (12) months active employment. The work boots are the property of the Company and must remain at the Plant at all times. If during any twelve (12) month period and by no fault of the Employee, the pair of work boots provided have worn out and become unsafe as determined by the

JHSC, the Company will reimburse up to \$150.00, on submission of a receipt, for a replacement pair of work boots.

### **Section 5:**

The Joint Health and Safety Committee (JHSC) will add the inspection of the service road to the Plant as part of the site safety tour.

### **Section 6: Right to Refuse Unsafe Work**

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among Employees and Supervisors. It is therefore recognized that every Employee has the right to refuse work if he/she has 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 section, all rules, procedures and outcomes will be as outlined in Section 3.12 of the WorkSafeBC Occupational Health and Safety Regulation which are as follows:

- (1) 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.
- (2) A Worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her Supervisor or Employer.
- (3) A Supervisor or Employer receiving a report made under subsection (2) must immediately investigate the matter and,
  - (i) Ensure that any unsafe condition is remedied without delay, or
  - (ii) If in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) 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 Employer 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 the Trade Union Representing the Worker, or
  - (iii) If there is no joint committee or the Worker is not represented by the Trade Union, any other reasonably available Worker selected by the Work.



- (5) If the investigation under subsection (4) 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 Employer, and the Worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No Discriminatory Action:

- (1) A Worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers Compensation Act because the Worker has acted in compliance with Section 3.12 or with an order made by an officer
- (2) Temporary assignment to alternative work at no loss in pay to the Worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

## **ARTICLE XI – GRIEVANCE PROCEDURE**

### **Section 1: Grievance Defined**

A grievance means any difference between the Parties to this Agreement concerning its interpretation, application, operation or alleged violation thereof, including any question as to whether any matter can be arbitrated, and also shall mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted in violation of this Agreement.

### **Section 2: Grievance Procedure**

- Step 1: The Employee shall take the difference to the Plant Supervisor concerned with or without the Shop Steward within fourteen (14) calendar days of the event giving rise to the difference.
- Step 2: Failing settlement within fourteen (14) calendar days, the Employee and/or his/her representative shall endeavor to settle the matter with the Plant Superintendent. Grievances will be reduced to writing by both Parties at Step 2 of the Grievance Procedure.
- Step 3: Should no satisfactory settlement be reached, within fourteen (14) calendar days the Union Business Representative will discuss the grievance with the Plant Manager.
- Step 4: If a satisfactory settlement is not reached within fourteen (14) calendar days it shall be dealt with by Arbitration as hereinafter provided.

### **Section 3: Abandonment**

If a grievance is not initiated under Step 1 or advanced to the next stage under Steps 2, 3, or 4 within the time limits stipulated, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The time limits may be extended by mutual consent of both Parties.

### **Section 4: Arbitration**

Where 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 can be arbitrated, during the term of the Collective Agreement a person agreeable to the Parties on a cost share basis shall, at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure. The recommendations shall be the final and binding method by which grievances are resolved.

If the Parties cannot agree on an arbitrator one will be appointed as per the provisions of the BC Labour Code.

### **Section 5: Union Representation**

An Employee may have a Plant Committee Member present at any disciplinary meeting. The Company will provide the Employee with reasonable notice of a disciplinary meeting so that the Employee can arrange to have the Plant Committee Member present at the disciplinary meeting, provided that this does not result in undue delay of the appropriate action being taken.

## **ARTICLE XII – HEALTH AND WELFARE**

- (a) On the first of the month following the successful completion of the probationary period the Employer will provide to regular full time Employees the following benefit program:
  - (i) Basic BC Medical
  - (ii) Weekly Indemnity Program:
    - (A) 1-7-52 Plan

- (B) 66 ½% of earning to a maximum weekly benefit of EI Rate
- Life Insurance: \$110,000.00 Effective January 1, 2011
- \$120,000.00 Effective July 1, 2012
- (iii) Accident Death and Dismemberment (A.D.D.): \$120,000.00
- (iv) Dental
  - (A) 80% (every nine (9) months). Effective August 1, 2015, cost of white fillings included.
  - (B) 60%
  - (C) 60% Under "C" Life Time Maximum of
    - \$2500 for adults (\$4000 for adults effective August 1, 2015)
    - \$3000 for children (\$4000 for children effective August 1, 2015)
- (v) Extended Health Benefits (E.H.B.)
  - \$75 annual deductible
  - Maximum life time benefits of \$75,000.00 (\$150,000.00 effective August 1, 2015)
  - Vision Care: \$250/member and dependant every two (2) years. Effective August 1, 2015, cost of eye exams included.
- (vi) RRSP/Pension – Amount under Letter of Understanding attached, increases to \$2.00 per hour.
- (vii) Medical Travel Allowance: 250 km one way from the employee's residence, \$1,000 maximum per year per covered individual.
- (b) The benefit program terminates on the day an Employee leaves the employ of the Company.
- (c) Employees on lay-off will be covered up to three (3) months while on lay-off. Coverage may be continued beyond three (3) months by the Employee prepaying the premium.

## **ARTICLE XIII – TECHNOLOGICAL CHANGE**

### **Section 1: Advance Notification**

The Company shall notify the Shop Committee and the Union not less than two (2) months in advance of intent to institute material changes in working methods or facilities which would involve the discharge or laying off of Employees.

### **Section 2:**

The Parties will engage in discussion re: training, reassignment and lay-offs. Employees laid off as a result of the introduction of a new technology will receive severance of seven (7) days pay (56 hours) per year of service.

## **ARTICLE XIV – GENERAL PROVISIONS**

### **Section 1: Access Permission**

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

### **Section 2: No Strike or Lockout**

During the life of this Agreement the Union and the Employees agree that they will not cause, promote, sanction, participate or authorize any strike, sit-down, slowdown, sympathetic strike, or other interference with work for any cause whatsoever and the Company agrees it will not create or institute any lockout of the Employees with respect to any dispute between the Company and the Union or the Company and its Employees during the life of this Agreement.

### **Section 3: Permanent Plant Closure – Severance Pay**

- (a) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days pay (a day is defined as eight (8) hours straight time pay) for each year of continuous service and thereafter for partial years in increments of completed months of service with the Company.
- (b) Where a Plant is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Company as a result of the Plant relocation, they shall not be entitled to severance pay under this Article.
- (c) If a Plant is indefinitely closed, and is subsequently closed, those regular full time Employees laid off at the time of the indefinite closure or subsequently laid off will

be entitled to severance provisions provided for in (a) above based on their seniority at the time of their layoff.

#### **Section 4: Permanent Partial Plant Closure**

- (a) A permanent partial plant closure is defined as the permanent closure of:
  - (i) Treating Plant;
  - (ii) Mill
- (b) Where the Treating Plant or Mill is relocated and the Employees involved are not required to relocate their place of residence and are not terminated by the Company as a result of the Treating Plant or Mill relocation, they shall not be entitled to severance pay under this Article.
- (c) Following the application of seniority, Employees who are not able to obtain an alternative position in the part of the plant which remains in operation and are therefore terminated because of the permanent partial closure are entitled to severance pay of ten (10) days' pay (a day is defined as eight (8) hours straight time pay) for each year of continuous service with the Company. Acceptance of severance pay results in termination of employment.
- (d) If the Treating Plant or Mill is indefinitely closed, and is subsequently closed, those regular full time Employees laid off at the time of the indefinite closure or subsequently laid off will be entitled to severance provisions provided for in (c) above based on their seniority at the time of their layoff.

#### **Section 5: Occupational First Aid**

Designated Occupational First Aid Attendant(s) shall receive a premium of:

- (a) Level 3 Occupational First Aid – eighty-five (85¢) per hour for all hours worked. Employees currently being paid the first aid premium will continue to receive the premium while they hold a valid certificate. Newly certified (whether certified either pre-hire or post-hire by the Company or on their own) Employees will receive the premium only if designated. Once designated by the Company, an Employee remains designated.
- (b) Level 1 Occupational First Aid – Employees who are designated a Level 1 Occupational First Aid Attendant by the Company, on a shift by shift basis, shall receive ten cents (10¢) per hour for the shift or for the part of the shift designated.
- (c) Employees who are designated by the Company to obtain or renew their Occupational First Aid certificate will be compensated as follows:

- (i) The Company will pre-pay the cost of the tuition and materials. If the Employee is unsuccessful in acquiring a certificate the costs will be recovered by the Company.
  - (ii) When a Designated Occupational First Aid Attendant attends Occupational First Aid training, they will suffer no loss of pay, will be compensated for all actual time spent attending training on days off including at overtime pay if applicable, and will be reimbursed for all actual and reasonable expenses incurred. The training schedule will be approved by the supervisor. Employees required to travel to renew their certificate will be reimbursed at fifty cents (50¢) per km for such travel.
- (d) Designation of Occupational First Aid Attendant(s) will be done in the order of seniority from amongst Employees holding a valid Occupational First Aid certificate.

### **Section 6: Tools**

- (a) The Company shall, upon signing this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its Employees which are required to be used in the performance of their work.
- (b) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its Employees which are required to be used in the performance of their work, for loss by theft where the tools are stored in a designated place for safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of \$50.00 in respect of each Employee's claim.
- (c) The Company will repair or replace those tools referred to in (a) and (b) that are damaged or broken in the performance of regular duties. Tools will be replaced with tools of equal value.
- (d) The current practice with regard to coveralls will continue.

### **Section 7: Road Maintenance**

- (a) The Company will grade the road from the gate to the Plant quarterly as determined by the JHSC.
- (b) As per the status quo, the Company will continue to hire a contractor to maintain the road during the winter.

### **Section 8: Company Required Training**

- (a) The Company shall post all Company mandated training as required.

- (b) When an Employee attends Company mandated training, the Employee will suffer no loss of pay, will be compensated for all actual time spent attending training on days off including at overtime pay if applicable, and will be reimbursed for all actual and reasonable expenses incurred. The training schedule will be approved by the supervisor. Employees required to travel for company mandated training will be reimbursed at fifty cents (50¢) per km for such travel.

**Section 9: Notice of Shift Change**

- (a) Except in cases of emergency or circumstances beyond the Company's control, the Company will provided five (5) days' notice if a shift schedule change is going to be implemented for a specific crew.

**ARTICLE XV – CONTRACTING OUT**

- (a) No regular Employee will be laid off as a result of bringing in a contractor.
- (b) The Plant Committee will be notified of any new contractors brought in to work on the timber deck. New contractors will not replace current Bargaining Unit manning requirements on the Timber Line.

**ARTICLE XVI – DURATION OF AGREEMENT**

The Parties hereto mutually agree that this Agreement will be in effect from July 1, 2015 to June 30, 2019. All provisions of this Agreement will remain in effect unless changed by agreement of the Parties. If no Agreement is reached at the expiration of this contract the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

For Koppers Ashcroft Inc.

For United Steelworkers,  
Local 1-417

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**APPENDIX A – WAGES**

<b>CLASSIFICATION</b>	<b>July 1, 2015</b> <b>2.5%</b>	<b>July 1, 2016</b> <b>2.75%</b>	<b>July 1, 2017</b> <b>2.75%</b>	<b>July 1, 2018</b> <b>3%</b>
Treating Plant OP 4 <sup>th</sup> Class	33.70	34.63	35.58	36.65
Treating Plant OP 5 <sup>th</sup> Class	32.83	33.73	34.66	35.70
Maintenance/Utility	32.83	33.73	34.66	35.70
Safety/Environment Tech	32.83	33.73	34.66	35.70
Heavy Equipment Operator	29.89	30.71	31.56	32.50
Uncertified Treating Plant OP	25.50	26.20	26.92	27.73
Timberline Operator	25.50	26.20	26.92	27.73
Mill Operator	24.29	24.96	25.65	26.42
Student Weekend Cleanup	12.94	13.29	13.66	14.07
Shift Differential	\$0.41 for straight time hours worked on a second or third shift			
Charge Hand Premium	\$1.00 per hour when designated as a charge hand			
New Hire Probationary Period Wage For Each Classification	\$1.00 less than the applicable Appendix A wage rate for the classification.			

Note 1: The rates negotiated reflect the current duties of the various classifications. If there is a significant change in job content the Parties agree to negotiate a new rate and if unsuccessful an arbitrator will, after hearing submissions, determine what if any adjustments should be made to the rate.

Note 2: If a new job in the Bargaining Unit is established, a rate will be negotiated by the Parties and if unsuccessful, the rate will be determined by an arbitrator whose primary consideration will be internal equity.

Note 3: Charge hands will be appointed by the Company on the basis of competency, when two or more Employees are relatively equal as to competency, the senior Employees will be awarded the premium.

## **APPENDIX B – JOB POSTING**

It is mutually agreed between the Company and the Union that the following protocol will be observed with respect to Job Training and Posting.

### **GENERAL**

The general principle of this process is that backup training is done prior to job vacancies occurring. The training positions are posted and seniority and competency are considered when filling them. When job vacancies occur, the pool of pre-trained operators will be available to quickly fill the vacancies with minimum disruption to the operation.

### **JOB TRAINING**

1. For the purposes of this Agreement, Maintenance/Utility, Safety/Environment Tech, Heavy Equipment Operators, and Timberline Operators are considered bid positions. Management will post bid training positions as required in order to sustain a desired level of backup training.
2. The Company will provide bulletin boards. Training positions will be posted on such bulletin boards for a maximum of seven (7) working days.
3. An Employee who is absent and expects a position to be posted during their absence may fill out a form, supplied by their supervisor, requesting their name be placed on the bid sheet.
4. Trainees will be selected on the basis of seniority and competency. During training, Employees may not bid on other trainee positions.
5. Trainees will be paid their regular job rate while training.
6. In the event that the trainee fails to qualify, is removed or vacates from the program:
  - (a) If less than twenty (20) training days, the next senior applicant will be selected.
  - (b) If more than twenty (20) training days, the position will be re-posted.
7. The trainee shall be given a reasonable trial period to prove he/she can do the job. The trainee shall be given proper instructions by a qualified operator/supervisor.
8. If an Employee is proving to be unsuccessful during the training the Union will be advised.

9. When a permanent vacancy occurs, the Company will fill the vacancy with the senior qualified Employee.
10. Once a trainee qualifies and the Company wishes to train other Employees for the job, the opportunity will be posted again.
11. Upon an Employee becoming qualified in a training position, the Employee will be advised in writing within three (3) working days by management.
12. No training will take place unless posted through this procedure.
13. The Company and Union will meet to discuss a qualified operator's list and training needs.
14. This Appendix B – Job Posting supersedes and replaces the 2011 Appendix B – Job Posting.

Signed this ●<sup>th</sup> Day of June, 2015.

For Koppers Ashcroft Inc.

For United Steelworkers,  
Local 1-417

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Marty Gibbons

**LETTER OF UNDERSTANDING**

**Between**

**TOLKO INDUSTRIES – ASHCROFT DIVISION**

**And**

**UNITED STEELWORKERS, LOCAL 1-417**

**RE: RRSP/ PENSION PLAN CONTRIBUTIONS**

During the first year of this Collective Agreement the Parties agree to explore RRSP/Pension Plan alternatives. The purpose of which is to provide a plan that replicates the level of benefits provided by the \$1.50 contribution to the ILA Pension Plan. The Employer commits to a maximum contribution of \$1.90 per hour to achieve such replication effective July 1, 2008.

Signed this 4<sup>th</sup> Day of June, 2008.

Tolko Industries Ltd,

United Steelworkers,

Ashcroft Treating

Local 1-417

Ryan Johnson

Marty Gibbons

Ryan Lake

**LETTER OF UNDERSTANDING**

**Between**

**TOLKO INDUSTRIES – ASHCROFT DIVISION**

**And**

**UNITED STEELWORKERS, LOCAL 1-418**

**RE: SETTLEMENT AGREEMENT REGARDING PENSION**

**CONTRIBUTIONS ON STATUTORY HOLIDAYS**

The Employer agrees to pay \$1.90 per hour for each Statutory Holiday between July 1, 2008 and December 1, 2010 inclusively.

The current Letter of Understanding will be modified to specifically exclude pension contributions on Statutory Holidays.

Current Employees will have this amount deposited into their respective pension plan. Past Employees will be sent a cheque to their last know address.

Signed this 4<sup>th</sup> Day of January, 2011.

Signed this 3<sup>rd</sup> Day of January, 2011.

For Tolko Industries, Ashcroft Treating

For United Steelworkers, Local 1-417

Ryan Lake

Wayne Smith

## LETTER OF UNDERSTANDING

Between

**TOLKO INDUSTRIES – ASHCROFT DIVISION**

And

**UNITED STEELWORKERS, LOCAL 1-417**

### **RE: SELECTION OF APPRENTICE PROCEDURE**

1. Preamble

It is the intent of the Company to create apprenticeship opportunities.

2. Self Evaluation Exam

All Employees will have made to them the SELF EVALUATION EXAM in order to prepare themselves for the Apprenticeship Selection Tests.

3. Apprenticeship Postings

Apprenticeship positions will be posted in accordance with the Job Training Agreement.

4. Candidate Information Session

A session will be held with all candidates for the apprenticeship to provide them with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.

5. Apprenticeship Selection Exam

Candidates are required to meet or exceed the passing grades established jointly by Interior Forest Labour Relations Association and United Steelworkers in the Southern Interior. Plant Chair and Employer designated representative to administer exams.

6. Medical Assessment

Successful candidates, who passed the Selection Exam criteria, will be interviewed subject to being deemed fit to perform the trade in question as certified by the appropriate practitioner.

7. Interview Process

The senior candidates who have satisfied the exam and medical criteria will participate in an interview with the Apprenticeship Selection committee. If there is no successful candidate, the process will be repeated for the next senior candidates that have satisfied the exam and medical criteria.

8. Apprentice Selection Committee

A Committee made up a minimum of two (2) Employee representatives and two (2) Employer representatives will be established to administer the procedures contained in this Agreement. Of the two (2) Employee representatives, one (1) will be the Plant Chair and the second will be a Tradesperson from the trade department where the apprentice will work but if there is no such Tradesperson, then the second will be a Tradesperson from the operation, as selected by the Plant Committee.

9. Apprentice Selection

The Company and Joint Apprenticeship Committee recognize the importance of a consistent and unbiased selection process. The purpose of this selection process is to select the most suitable candidate to be indentured into a trade. The following criteria will be used on a point system to assess the skills of the Employees.

Revisions to the selection process are only to be made through unanimous vote of the Committee.

Applicants who meet the mandatory requirements of the pre-apprenticeship exam (A) will enter the interview and appraisal process.

25% Pre-Apprentices Exam – passing all components of this exam is mandatory. Successful candidates with between 70% and 100% will be credited with .25% additional credits for each 1% above 70% (e.g. marks of 85% would result in 21.57% weighting for this criteria.)

30% Seniority – 2 points for each year of service with the Company to a maximum of 15 years to get maximum credits for all Trades.

35% Employee Interview – The Joint Sub-Committee to develop guidelines for the Employee interview process which will include a formalized panel interview and a review of Employee work history.

10% Safety – 2 points per year free of Lost Time Accidents. To a maximum of 10 points for 5 years. Years must consecutive.

10. Training Plan



All successful candidates will receive orientation in the Apprenticeship Program. There will be a training plan developed for each indentured apprentice. Competency of each apprentice will be reviewed throughout the program.

11. Other Provisions

Employees presently working in any trade will not be eligible.

Successful applicants will be assigned as helpers for a probationary period of ninety (90) days.

In the event that the successful candidate voluntarily goes back to his/her previously held job, or is removed from the program less than ninety (90) calendar days after the date of the original posting, the next most qualified applicant will be selected.

It is agreed that where an applicant has failed to pass the Selection Exam, he/she will be eligible to bid and be re-tested one (1) additional time on a future apprenticeship posting.

Any applicant who fails the Selection Exam twice may be re-tested for any future apprenticeship posting if they complete relevant upgrading.

Test results will be kept on file for three (3) years. Anyone applying for an Apprenticeship Posting within that three (3) year period may have their results applied for purposes of that posting.

The Plant Committee will meet as needed to discuss issues as they arise.

12. Cancellation

This Agreement is for a twelve (12) month trial period, commencing from date of first implementation of use subsequent to July 1, 2015. Either Party may terminate this Agreement, upon thirty (30) calendar days' written notice after the completion of the eleventh month.

12. Supersede and Replace 2011 Letter of Understanding

This Letter of Understanding re: Selection of Apprentice Procedure supersedes and replaces the 2011 Letter of Understanding re: Selection of Apprentice Procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Koppers Ashcroft Inc.,

United Steelworkers,

Local 1-417

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