



**Thompson River Veneer Products
&
United Steelworkers Local 1-417**

**2016-2020
Collective Agreement**

Contents

Article 1, Preamble, Bargaining Agency, Access	5
Preamble	5
Section 1: Recognition of Bargaining Agency	5
Section 2: Access to Operation.....	6
Section 3: Employers’ Rights	6
Article 2, Union Security, Checkoff, Dues and Social Insurance Number	6
Section 1: Cooperation	6
Section 2: Maintenance of Membership	6
Section 3: Discharge of Non-Membership	7
Section 4: Union Membership	7
Section 5: Check-off.....	7
Section 6: Social Insurance Number.....	9
Article 3 Union Shop	9
Section 1: Definition	10
Section 2: Composition	10
Section 3: Notification	10
Section 4: Exceptions	10
Section 5: Safety Committee	11
Article 6 Overtime.....	12
Section 1: Overtime Rates	12
Article 7 Swing Shift.....	13
Article 8 Rest Periods.....	13
Article 9 Alternate Shifting	14
Article 10 Technological Change	14
Article 11 Wage rates and increases.....	15
Section 1: Categories and Hourly Rates	15

Section 2 Changes to rates, temporary transfers, new hire rates and apprentices	17
Article 12 First Aid	17
Section 1: First Aid Tickets	17
Section 2: Occupational First Aid Training	18
Article 13 Statutory Holidays	18
Article 14 Vacations	19
Article 15 Call Time	20
Section 1: Where No Work	20
Section 2: Where Work Commences	20
Article 16 Health and Welfare Benefits	20
Article 17 Seniority and Job Posting	21
Section 1: Principle	21
Section 2: Seniority List	21
Section 3: Job Vacancies and Posting	21
Article 18 Retention and Recall	23
Article 19 Probation Period	23
Article 20 Reduction of Forces	24
Article 21 Leave of Absences	24
Section 1: Illness or Injury	24
Section 2: Maternity / Parental	24
Section 3: Union Leave	24
Section 4: Educational / Compassionate	24
Section 5: Bereavement	25
Section 6: Jury Duty	25
Article 22 Safety Equipment	25
Article 23 Pension	26
Article 24 Severance	26

Article 25 Grievance Process and Strikes and Lockouts	27
Section 1: Outline of Steps	27
Section 2: Abandonment.....	27
Section 3 Arbitration.....	28
Procedure	28
Cost Sharing	29
Place of Hearing	30
Section 4: No Strike or Lockout Pending Grievance and Arbitration Procedure	30
Article 26 Contracting and Sub Contractors	31
Article 27 Progressive Discipline	31
Article 28 Tools.....	32
Article 29 Bullying and Harassment.....	32
Section 1: Human Rights and Harassment.....	32
Section 2: Harassment	32
Article 30 Duration of Agreement	33
Appendix #1	34
Holiday Booking Process	34
Holiday Booking Procedure	34
Appendix #2	37
Extended Health Care Benefits Article 16 Health and Welfare Benefits Summary	37

October 17, 2016 Memorandum of Agreement

Between

Thompson River Veneer Products

And

United Steelworkers Local 1-417

Article 1, Preamble, Bargaining Agency, Access

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, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property.

It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine references.

Section 1: Recognition of Bargaining Agency

The Company agrees to recognize the Union as the sole bargaining agency for the employees of the Thompson River Veneer Products except those employees with the authority to hire or fire and to discipline or discharge or confidential employees.

Section 2: Access to Operation

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

Section 3: Employers' Rights

(i) 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.

(ii) Hiring and Discipline, the Company shall have the right to select its Employees and to discipline or discharge them for proper cause.

Article 2, Union Security, Checkoff, Dues and Social Insurance Number

Section 1: Cooperation

The Company will cooperate 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: 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 3: Discharge of Non-Membership

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

Section 4: Union Membership

- (i) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Constitution, and in accordance with the By-Laws of Local Union No. 1-417

- (ii) 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 5: Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the form 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.

- a) Union Dues - The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's By-Laws and Constitution.

- b) All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted.
- i. The **dues** remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083 Commerce Court Postal Station Toronto, Ontario, Canada M5L 1K1, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115.
 - ii. The initiations fees remittance for Local 1-417 will be forwarded to the Local Union and the Local Union will provide details to the Company on the remittance.
- c) The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- i. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - ii. A list of the names of all employees from whom no deductions have been made and reasons;
 - iii. This information shall be sent to both Union addresses in such form as shall direct by the Union to the Company.
 - iv. A duplicate R115 Form and employee deduction statement as in as above shall be forwarded by facsimile to: United Steel Workers, Servicing Staff Office Attention: District – 3 Staff Representative

- d) T-4 Slips - The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues *deducted from* the employee during the previous year.

Section 6: 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. The USW agrees to protect all personal information provided in accordance with federal privacy legislation.

Article 3 Union Shop

- i. All Employees shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.
- ii. Management and supervisors will have the right to perform work that is normally done by bargaining unit employees, provided in doing so a layoff of a bargaining unit employee **or loss of a bargaining unit position** does not result. The work performed will be for purposes of job instruction, relief or in case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement

Article 4 Committees

Section 1: Definition

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

Section 2: Composition

The Committee shall consist of not less than three (3) Employees and not more than five (5) Employees with completed probationary period of employment with the Company who are members of the Union and they shall be selected, wherever possible, on a departmental basis.

Section 3: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on 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 procedure is carried out.

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to:

- (a) Article XIV, Section 2: Accident Prevention Committee, where the members are designated according to the provisions of the "Workers' Compensation Act".

Section 5: Safety Committee

- (i) The Company and the Union agree that the Company shall maintain an Accident Prevention Committee consisting of an equal number of representatives of the Company and the employees and shall have not less than four (4) nor more than five (5) members.
- (ii) The employee representatives will be elected by a vote supervised by the Union.
- (iii) The company will pay their regular straight-time job rates to employees for actual time spent attending meetings of the Accident Prevention Committee.

Article 5 hours of work

- (i) The regular hours scheduled shall be five (5) consecutive eight (8) hour shifts commencing on Monday.
- (ii) Where the Company operates the plant or any part thereof on a three-shift basis, all employees shall receive eight (8) hours pay upon completion of the full hours established as their regular hours.

Article 6 Overtime

Section 1: Overtime Rates

- (i) Rate and one-half be paid for the following:
 - a) All hours worked in a day in excess of the normal daily hours of the established schedule.
 - b) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - c) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- (ii) Double straight time rates shall be paid for the following:
 - a) hours worked in excess of eleven (11) hours per day;
 - b) hours worked on Sunday by Employees who have worked five shifts during the preceding six days;
 - c) for purposes of this provision, a Statutory Holiday shall be considered as a shift worked;
 - d) item (b) above shall not apply to Employees who work Sunday as a regularly scheduled day.
- (iii) Hourly employees working overtime have the option to bank overtime for **mutually agreed** time off at a later date

Section 2: Overtime Opportunities

- (i) Overtime opportunities will be posted and filled with senior competent employees who have signed up.
- (ii) Overtime signup sheets will be posted on Tuesday and not taken down until after the start of night shift Thursday.
- (iii) When it is not possible to post overtime opportunities, Management will contact senior qualified employees to offer the overtime.
- (iv) Shift Extensions will be offered to the senior qualified employee working on the shift being extended.

Article 7 Swing Shift

Swing Shift - The working force on the day shift shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee. Graveyard shift will only swing through mutual agreement

Article 8 Rest Periods

Rest periods - All employees shall be entitled to two (2), ten (10) minute rest periods during each regular eight (8) hour shift and three (3), ten (10) minute rest period for ten (10) hour shifts providing always that the Company shall have the right to use relief employees in implementing the provision. Employees working 12 hour shifts will be entitled to four (4), ten (10) minute rest period. All shifts will be entitled to one half hour (1/2) unpaid lunch break

Article 9 Alternate Shifting

(i) Management, Plant Committee and Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

(ii) When alternative schedules have been implemented in accordance with (i) above, the following overtime provision will apply:

(A) Rate and one-half be paid for the following:

1. All hours worked in a day in excess of the normal daily hours of the established schedule.
2. Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
3. All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.

Article 10 Technological Change

The Company agrees it shall notify the Union and the Union Committee not less than ten (10) weeks' notice in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

Employees discharged, permanently laid off from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the Company. A permanent layoff is deemed to occur after six (6) months or the expiration of an employee's seniority retention, whichever occurs first.

Article 11 Wage rates and increases

Section 1: Categories and Hourly Rates

Position	Existing	Oct 17 2016	Oct 17 2017	Oct 17 2018	Oct 17 2019
		\$0.50	\$0.50	\$0.50	\$0.50
Quality Control	\$21.80	\$19.30	\$19.80	\$20.30	\$20.80
Shipper forklift	\$19.58	\$20.08	\$20.58	\$21.08	\$21.58
Glue Mixer	\$18.45	\$18.95	\$19.45	\$19.95	\$20.45
Dryer Operator	\$19.58	\$20.08	\$20.58	\$21.08	\$21.58
Finishing end Forklift	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
Forklift	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
T & G Operator	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
Press Operator	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
Spreader Rustler	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
Trim Saw	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83
Dryer Feeder	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70
Stacker attendant	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70
Core Feeder	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70
Core Layer	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70
Entry Level	Existing	\$0.40	\$0.20	\$0.20	\$0.40
Cleanup	\$17.70	\$18.10	\$18.30	\$18.50	\$18.90
Offbearer	\$17.70	\$18.10	\$18.30	\$18.50	\$18.90
Sheet Turner	\$17.70	\$18.10	\$18.30	\$18.50	\$18.90
Veneer Strapper	\$17.70	\$18.10	\$18.30	\$18.50	\$18.90

Plywood Strapper	\$17.70	\$18.10	\$18.30	\$18.50	\$18.90
Legacy Rates	Existing	\$0.45	\$0.45	\$0.45	\$0.45
Bryan Clarke	\$20.48	\$20.93	\$21.38	\$21.83	\$22.28
Joe Hall	\$20.48	\$20.93	\$21.38	\$21.83	\$22.28
Steve Olsen	\$19.98	\$20.43	\$20.88	\$21.33	\$21.78
Mike Patrick	\$21.23	\$21.68	\$22.13	\$22.58	\$23.03
Tarnjit Sanghera	\$21.53	\$21.98	\$22.43	\$22.88	\$23.33
Justin Turner	\$19.53	\$19.98	\$20.43	\$20.88	\$21.33
Curtis Dahle	\$20.10	\$20.55	\$21.00	\$21.45	\$21.90
Ashley Mathieu	\$19.93	\$20.38	\$20.83	\$21.28	\$21.73
Corry DeJong	\$26.95	\$27.40	\$27.85	\$28.30	\$28.75
Kathy Lupton	\$21.23	\$21.68	\$22.13	\$22.58	\$23.03
John Pel,	\$23.45	\$23.90	\$24.35	\$24.80	\$25.25
Brad Letourneau	\$19.18	\$19.63	\$20.08	\$20.53	\$20.98
Jake Richardson	\$18.05	\$18.50	\$18.95	\$19.40	\$19.85
It is agreed that legacy rates will be discontinued at the expiry of this Collective Agreement. It is agreed that if any legacy employee qualifies for a higher rate they will receive the higher applicable rate.					
	Existing	\$0.40	\$0.30	\$0.35	\$0.40
Trades	\$38.35	\$38.75	\$39.05	\$39.40	\$39.80
Kevin Schuurman	\$39.35	\$39.75	\$40.05	\$40.40	\$40.80
Mike Hughes	\$39.35	\$39.75	\$40.05	\$40.40	\$40.80
Rates for Kevin Schuurman and Mike Hughes include \$1/h chargehand premium					

Section 2 Changes to rates, temporary transfers, new hire rates and apprentices

- (i) If any significant change in job duties takes place the parties will meet and attempt to negotiate an acceptable rate. If unsuccessful either party may advance the issue to arbitration as stipulated in the grievance process
- (ii) Posted operators who are assigned to another position on a temporary basis will remain receiving their posted rate if higher.
- (iii) Probationary Employees hired after ratification will receive eighty percent (80%) of job rate while in the probationary period.
- (iv) Employees hired after ratification, who have completed probation will receive ninety percent (90%) of job rate from completion of probation until their one (1) year anniversary.
- (v) Apprentices will receive a percentage of the certified rate 1st year 75%, 2nd year 80%, 3rd year 85%, 4th year 90%

Article 12 First Aid

Section 1: First Aid Tickets

All employees holding First Aid Tickets shall receive an hourly premium rate in addition to their regular rate as follows,

Level 3	\$1.00 per hour
Level 2	\$0.50 per hour

Section 2: Occupational First Aid Training

Employees of the Company who, by mutual agreement, train or retrain for Occupational First Aid Certificates will be compensated in the following manner:

- i. The Company will pay the cost of course tuition and materials required to those Employees who pass the course.
- ii. The Company will pay lost time wages to designated First Aid Attendants.
- iii. Existing First Aid attendants as of ratification will be grandfathered at their present level and rate of pay. All new first aid attendants must be posted.

Article 13 Statutory Holidays

(i) The Company and the Union agree the following statutory holidays shall be observed: New Year's Day, Good Friday, Family Day, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day

(ii) Qualifying Conditions

(a) Employees who qualify for the statutory holidays listed in part (i), who qualify under the conditions set out below, shall be paid for the holiday at his regular job rate of pay for his regular work schedule. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

- (b) An Employee working on a paid holiday shall be paid, in addition to his holiday pay, rate and one-half for any hours worked on a shift designated as the "holiday shift".
- (c) 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 last regularly scheduled work day before, and his first regularly scheduled work day after the holidays, unless his absence is due to illness, compensable occupational injury, or the Employee is on authorized leave of absence.
- (d) In the case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- (e) Notwithstanding any of the foregoing provisions, if the Employee fails to work one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days, the Employee shall not be entitled to be paid for any Statutory Holiday during that period.

Article 14 Vacations

- (i) With respect to annual vacations and vacation pay the following provisions will apply:
 - (a) Less than (1) year of service, four percent (4%) of gross earnings.
 - (b) After one (1) year of service, two (2) weeks' vacation with pay at four percent (4%) of gross earnings.
 - (c) After five (5) years, three (3) weeks' vacation with pay at six (6%) of gross earnings

- (d) Employees granted up to an additional 2 weeks without pay if requested, based on operational requirements. Requests will not be unreasonably denied.
- (e) Any Employee receiving holiday entitlement exceeding this article will be grandfathered at that entitlement

Article 15 Call Time

Section 1: Where No Work

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

Section 2: Where Work Commences

In the event that an employee commences work on his 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 his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

Article 16 Health and Welfare Benefits

The Company agrees the present benefit coverage for employees will continue with the present deductible for employees with less than 3 years and no deductible for employees with three (3) or more years. The benefit booklet will be included as an appendix.

Article 17 Seniority and Job Posting

Section 1: Principle

- i) The Company will recognize the principle of seniority, competency and efficiency considered. For the purpose of the agreement, the Company and Union agree that efficiency should mean the demonstrated ability to perform all aspects of a job position to standards established by management.
- ii) The selection and promotion of supervisory officials shall be entirely a Company decision.

Section 2: Seniority List

It is agreed that upon request of the Union a list will be supplied by the company setting out the names and starting date with the Company of each regular employee. Such request will be granted twice annually, once in July and once in December of each year.

Section 3: Job Vacancies and Posting

- i) Permanent vacancies will be posted in advances for a period of not less than three (3) working days, except where otherwise agreed.
- ii) The following entry level position will not be posted;
 - Off bearing
 - Clean up
 - Sheet turner
 - Veneer Strapper
 - Plywood Strapper

Entry level positions will be filled in accordance with the principle of seniority

- iii) Temporary vacancies of a known 30 calendar days or greater will be posted. Temporary vacancies of less than 30 calendar days will be filled by senior competent employee's bases on a senior may junior must basis.
- (iv) All training opportunities for positions other than entry level shall be posted in advance for three (3) working days. The selection process will be awarded in accordance with section (i) of this this article. A copy of the posting and applicants will be provided to the Plant Committee.
- (v) When training is posted it shall be posted for all TRVP employees. Successful applicants shall be posted within seven (7) days of the posting being taken down.
- (vi) Employees absent when posting was up shall have the right to see all postings that were posted in their absence for a period not exceeding ninety (90) days and will have three (3) working days following their return to work to put their name on the posting.
- (vii) The Company will endeavor to post weekly crew lineups by the end of the day shift Thursdays.
- (viii) The Company agrees to give the committee once annually an updated posted job holder list, including a list of all qualified operators.
- (ix) When permanent vacancies occur the will be posted and if necessary senior employees will be trained

Article 18 Retention and Recall

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

- i) Employees with less than one (1) year of service shall retain their seniority for a period of six (6) months.
- ii) Employees with one (1) or more years of service shall retain their seniority for one (1) year plus one (1) additional month for each year's service, up to a maximum of twelve (12) months.
- iii) A laid off Employee's seniority retention is re-instated on the completed of one (1) days' work.
- iv) Re-instatement, it is hereby agreed, that when re-hiring all employees shall be notified in the following matter:
 - a) Delivery of notion either orally or by letter by a company representative
 - b) Local or long distance telephone communication
 - c) Registered letter

Article 19 Probation Period

It is agreed that all employees are hired on probation. Said probation period shall be sixty (60) working days within one hundred and eighty (180) calendar day period. Upon completion of sixty (60) working days they shall be regarded as regular employees.

During the probationary period employees are considered temporary workers only, and no seniority rights shall be recognized and the Company may terminate their employment if they prove unsuitable for long term employment. Probationary employees shall be called to work in accordance with their hire date.

Article 20 Reduction of Forces

In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved. When an employee is displaced from their position they may exercise their seniority to bump into another position in accordance with their seniority.

Article 21 Leave of Absences

Section 1: Illness or Injury

The Company shall grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the employer.

Section 2: Maternity / Parental

The Company will grant a reasonable period of extended maternity / parental leave without pay to all employees in accordance with employment standards and the employment insurance program, where there is a valid reason.

Section 3: Union Leave

The Company will grant leave of absence to employees to attend to Union business when requested by the Local Union in writing five (5) calendar days in advance.

Section 4: Educational / Compassionate

Leave of Absence may be granted for up to six (6) months without pay to employees for compassionate reasons or for educational reasons or for extended vacation purposes. During said leave of absence health and welfare benefits will only be continued if the premiums are fully paid by the employee. Employees may only use Education leave provisions once unless mutually agreed between the Union and Company.

Section 5: Bereavement

When a death occurs to a member of a regular 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, or salary, for a maximum of two (2) days' pay.

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, son-in-law, daughters-in-law, step-children, step-parents, grandparents and grandchildren.

Section 6: Jury Duty

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 on which he would normally have worked will be granted the necessary **Unpaid** leave of absence.

Hours on 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.

Article 22 Safety Equipment

(i) The Company shall, provide at no cost to employees any personal protective equipment required in accordance with the BC workers compensation regulation or legislation. Management will require employees to return worn out safety equipment

(ii) The Company will pay each employee a safety equipment/boot allowance of seventy five dollars (\$75.00) per contract year. To be eligible an employee must work 1200 hours per contract year. Employees must provide a receipt prior to

reimbursement. Boot allowance can be accumulated over a 2 year period up to \$150.

Article 23 Pension

Effective ratification, 2016 \$0.10 increase and an additional \$0.10 each year below

Years' Service	Company Contribution 2016	Company Contribution Oct 1 2017	Company Contribution Oct 1 2018	Company Contribution Oct 1 2019	Employee Contribution
0-1	\$0	\$0	\$0	0	
1-2	\$0.25	\$0.35	\$0.45	\$0.55	
2-3	\$0.40	\$0.50	\$0.60	\$0.70	
3-4	\$0.60	\$0.70	\$0.80	\$0.90	
4-5	\$0.90	\$1.00	\$1.10	\$1.20	If Employee contributes \$0.30
Employees may take RRSP contribution in the form of wages					

Article 24 Severance

- (i) The Company agrees that employees affected by a permanent closure of the operation shall be given ninety (90) days' notice of closure.
- (ii) Employees with one or more years' service with the Company who are terminated by the employer because of a permanent closure shall be entitled to severance pay equal to one (1) weeks' pay for each year of continuous service with the company up to a maximum of eight (8) weeks pay.

Article 25 Grievance Process and Strikes and Lockouts

Section 1: Outline of Steps

The Company and the Union mutually agree that, when a grievance arises in the plant coming under the terms of the Agreement, it shall be dealt with without stoppage of work in the following manner:

Step 1: The individual Employee, with or without a Job Steward, shall first take up the matter with the Foreman in charge of the work within fourteen (14) calendar days.

Step 2: If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties, when the same Employee and the Committee shall take up the grievance with the Superintendent or the Personnel Officer, or both, as designated by the Company. If desired, the Union Business Agent shall accompany the Committee.

Step 3: If the grievance is not then satisfactorily solved, it shall be referred to an authorized representative of the Union and the Management.

Step 4: If a satisfactory settlement is not then reached, it shall be dealt with by arbitration, hereinafter provided.

Section 2: Abandonment

If a grievance has not advanced to the next stage under Step 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved Employee or the

Committee from camp, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

Section 3 Arbitration

Procedure

(a) In the case of a dispute arising regarding the application, operation or any alleged violation of this Agreement which the Parties are unable to settle between themselves as set out in Article XV, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, of the question or questions to be arbitrated.

(b) No one shall serve as an Arbitrator who:

(i) either directly or indirectly has any interest in the subject of the arbitration;

(ii) has participated in the grievance procedure preceding the arbitration;

(iii) is, or has been, within the period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, United Steelworkers or a Company directly engaged in the Forest Products Industry.

(c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

- (d) If the Arbitrator finds that an Employee has been unjustly suspended or discharged, that Employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the Employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.
- (e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the Hearing.
- (f) The Parties will agree to a list of Arbitrators for use under this Section.
- (g) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a temporary replacement.

Cost Sharing

The Parties of the First and Second Parts will each bear the expense and charges of its representatives on any Arbitration Board, and shall bear in equal proportions the expenses and allowances of the Chairman or sole Arbitrator, as the case may be, and the stenographic and secretarial expense, and rent.

Place of Hearing

Any Arbitration to be held hereunder shall be held at such place as may be decided by the Board.

Section 4: No Strike or Lockout Pending Grievance and Arbitration Procedure

- a) The Union agrees that it will not cause, promote, sanction or authorize any strike, sit down, slow down, sympathetic strike or other interference with work by the Employees for any cause whatsoever until all provisions of this Agreement relating to Grievance and Arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

- b) The Company agrees that 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 until all provisions of this Agreement relating to Grievance and Arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its Employees.

Article 26 Contracting and Sub Contractors

- i) It is acknowledged that bargaining company employees should perform work normally performed within the bargaining unit for which they are qualified.
- ii) Contractors will not be introduced into an operation where this results in the loss of full time positions held by regular employees unless there are special circumstances.
- iii) Contracting out issues should be settled at the plant level on a practical common sense basis.
- iv) This proposal does not alter existing contractor relationships.

Article 27 Progressive Discipline

The company provides for progressive action to correct unacceptable behavior. The disciplinary process is a step design to support the employee in changing their work place behavior so they can continue to be a part of the company's workforce. For formal discipline employee shall have the option of requesting union representation.

Sunset clause

Any Employee who has completed 24 calendar months without receiving a written warning or suspension will have all discipline expunged from their personnel file. Last chance agreements will not be effected by this provision.

Article 28 Tools

The Company will ensure replacement due to fire or theft of Tradespersons personal tools kept at the workplace. The company will set terms and conditions of tool replacement. These terms and conditions regarding tool replacement will be communicated to all trades people.

The present practice of replacement of tools broken in the course of employment will continue.

Article 29 Bullying and Harassment

Section 1: Human Rights and Harassment

The Company and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, union membership, or because of a criminal or summary conviction that is unrelated to employment of intended employment of that person.

Section 2: Harassment

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information and supervision and to provide a workplace free of harassment and/or bullying.

All harassment complaints originating in the workplace or Company related functions will be investigated. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

Article 30 Duration of Agreement

The Company and the Union agree that this Agreement shall be effective from the

Day of October 17th, 2016 to midnight 16th day of September, 2020, and thereafter from year to year until a new agreement or strike or lockout commences

Signed on October 17th, 2016

On behalf of

Thompson River Veneer Products

Doug Webb

On behalf of

United Steelworkers
Local 1-417

Ashley Mathieu
Curtis Dahle
Marty Gibbons

Appendix #1

Holiday Booking Process

1. Holiday year
 - a. For qualification Vacation of allotment the Vacation year will run from January 1 to December 31.

2. The Company will allow a minimum of two (2) employees off on Holidays per shift at any time. Additional Holiday requests will be granted if operational requirements permit The Company will permit a minimum of three (3) employees off per shift during the months of July, August and between December 15th – January 15th
 - a. For the purpose of this policy Medical, WCB or other approved Leaves of absence will not be considered Vacation allocation

3. If an employee wishes to cancel booked holidays they must give sufficient notice (3 days to a week prior unless in case of emergency) and must cancel the entirety of the week unless special circumstances exist.

Holiday Booking Procedure

1. **First round holiday booking**
 - a. All employees must Complete and submit a holiday booking form with their choices of holidays to a maximum of three (3) consecutive weeks (for employees who qualify) not later than May 15th

 - b. The Company will expediently process and allocate first round holiday booking in accordance with Seniority.

This will be completed and posted no later than May 31st unless exceptional circumstances delay it.

- c. **Employees who are unable to receive any of their requested weeks will be contacted and advised to resubmit**

2. Second Round Holiday booking

- a. For employees who have not booked all holidays in the first round and wish to book additional holidays, the company will provide a second round of Holiday booking
- b. Employees will complete Second round Holiday booking form and submit it to their supervisor not later than June 15th.
- c. The Company will expediently process and allocate Second round holiday booking in accordance with Seniority. This will be completed and posted no later than June 30th unless exceptional circumstances delay it.
- d. Employees who are unable to receive any of their requested weeks will be contacted and advised to resubmit

3. Holidays Requests after June 15th

- a. All Holiday requests made after June will be approved on a first come first serve basis conditional on operational requirements

4. Holiday bookings of less than full weeks

- a. Employees wishing to book holidays less than full blocks must book on a first come first serve after 1st and 2nd bookings are completed

1st Round

First Round Holiday booking to be completed and turned in to your supervisor by May 15th

Name _____ Site Seniority Date _____

Requested Holiday weeks in order of *preference*

1st Choice Block(s) of _____ (if qualifies)

If 1st not available Choice Block(s) of _____ (if qualifies)

Signed _____ Date _____

2nd Round

Second Round Holiday booking to be completed and turned in to your supervisor by June 15th

Name _____ Site Seniority Date _____

Requested Holiday weeks in order of *preference (for qualifying employees)*

1st Choice Block(s) of _____ (if qualifies)

1st not available Choice Block(s) of _____ (if qualifies)

Signed _____ Date _____

Appendix #2

Extended Health Care Benefits Article 16 Health and Welfare Benefits Summary

The Company agrees the present benefit coverage for employees will continue with the present deductible for employees with less than 3 years and no deductible for employees with three (3) or more years. The benefit booklet will be included as an appendix.

The below benefit coverage has been taken from the Great West Life Benefit booklet. This is only a summary of benefit provided, specific details regarding coverage and restrictions can be found in the booklet which will be provided by Management.

Employee Life Insurance	
Life Insurance	100% of annual earnings to a maximum of \$500,000.00 reduced by 50% for members 65 years old and over
Accidental Death and Dismemberment	An amount equal to life insurance
Extended health coverage	
Employees with 3 years or more seniority	No deductible
Employees with less than 3 years seniority	\$100 per calendar year individual or family
Benefit	Reimbursement Levels
In-Canada Ambulance In-Canada-Hospital Out-of-Country Care Global Medical Assistance And Vision Care expenses	100%
All other Expenses	80%

Basic Expense Maximums

Hospital	Semi-private room
Home Nursing Care	\$10,000 for a max of 12m/condition
In-Canada Prescription drugs	Included
Hearing Aids	\$700.00 every 5 years
Speech Aids	\$1,000.00 lifetime
Custom-fitted Orthopedic Shoes and Custom-made Foot Orthotics	\$300 every 12 months
Myoelectric Arms	\$10,000.00 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical/Hydraulic Patient Lifters	\$2,000/lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000.00 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulator	\$700.00 Lifetime
Extremity Pumps for Lymphedema	\$1,500.00 lifetime
Custom-made Compression hose	\$250.00 each calendar year
Wigs for Cancer patients	\$200.00 Lifetime

Paramedical Expenses Maximums

Acupuncturists	\$500.00 each calendar year
Chiropractors	\$500.00 each calendar year
Dieticians	\$500.00 each calendar year
Massage therapists	\$500.00 each calendar year
Naturopaths	\$500.00 each calendar year
Osteopaths	\$500.00 each calendar year
Physiotherapists	\$500.00 each calendar year
Podiatrists	\$500.00 each calendar year
Phycologists/Social Workers	\$500.00 each calendar year
Speech Therapists	\$500.00 each calendar year
Eye Examinations	1 every 24 months

Dental care

Covered expenses will not exceed customary charges and the dental fee guide in effect on the date of treatment is rendered. Specialists' charges are limited to general practitioner fees

Deductible	None
Coverage	Reimbursement levels
Basic Coverage	80% to a yearly max of \$1,500
Major Coverage	50% to a yearly max of \$1,500
Orthodontic Coverage	50% to a lifetime max of \$1,500
Accident Dental Injury	100% Unlimited



LOCAL 1-417

**181 Vernon Ave Kamloops BC V2B 1L7
250-554-3167
Steel1417@telus.net**