

THIS AGREEMENT made this 14th day of December 2021

BETWEEN:

UNITED STEELWORKERS, LOCAL 7106
(hereinafter referred to as the "Union")

OF THE FIRST PART

AND

Stella-Jones Inc., operating at Neepawa, Manitoba
(hereinafter referred to as the "Company")

OF THE SECOND PART

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PREAMBLE :

WHEREAS, it is the intent and purpose of the parties hereto to improve and promote the industrial and economic relations between the Company, its employees and the Union, and to establish and encourage the practice and procedure of collective bargaining between the parties hereto; NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - BARGAINING AGENCY

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agent with respect to terms and conditions of employment, rates of pay and hours of work for all of its employees in the bargaining unit as described in the certification of the Manitoba Labour Relations Board Order, **MLB #6619**. It is understood and agreed to between the parties hereto that the manager, office staff and supervisors shall be excluded from the bargaining unit.
- 1.02** The Union recognizes the responsibilities imposed upon it, as the sole collective bargaining agency of the employees whom it represents, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and wages, the Employer must produce a quality product at the lowest possible costs consistent with fair labour standards in order to be in a strong competitive market position.
- 1.03** a) The Company agrees that the Negotiating Committee comprised of up to two employees from different classifications in the operations elected by the employees from the operation, and accredited officials of United Steelworkers shall be recognized as the authorized negotiating representatives of the Union for the purposes of collective bargaining.
- A maximum of four (4) representatives from the company, and a maximum of four (4) for the Union will be present.
- b) The Company will continue the regular pay of employees serving on the Union's negotiation committee or on unpaid union leave, and will invoice the Union to be reimbursed for the cost, which shall be paid promptly upon being invoiced.
- c) The union shall inform the company ten (10) days prior to the meeting which employees will be absent from work due to negotiations. (Such notification is to be in writing.)
- 1.04** The Company agrees that a Plant Committee, comprised of two (2) employees elected by the employees shall be recognized as the authorized representatives of the Union to handle all grievances outlined in Article 13.04, after Step 1 Grievance Procedure.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01** Except to the extent expressly abridged by the specific provisions of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the granting of the certification order **MLB # 6619**.
- 2.02** The Management and the operation of, and the direction and promotion of the working forces is vested exclusively in Management; provided, however, that this will not be used for purposes of discrimination against employees.
- 2.03** The Company shall have the right to select its employees and to discipline or discharge them for just cause.
- 2.04** The Employer has the sole right to decide what products are to be manufactured, the scheduling of production and the methods of production used, the number of employees needed by the Employer at any particular time, and the methods, machinery and equipment to be used.

ARTICLE 3 - UNION RECOGNITION AND SECURITY

UNION RECOGNITION:

- 3.01** The Union shall indemnify and save the Employer harmless from any and all claims, demands, and proceedings that may arise from any deductions or any related action or actions.
- 3.02** The Business Representative of the Union shall, in the course of his duties, have access to the Company's premises provided that the Business Representative has received the permission of the Company, such permission not to be unreasonably withheld. Any business between the Business Representative and an employee shall be conducted during the employee's lunch break.
- 3.03** The Union shall notify the Company in writing, the names of the Stewards and the Company shall sign an acknowledgment of receipt of such notice. The Company shall be obliged to only recognize those Stewards of whom it has been so notified.
- 3.04** The Union acknowledges that Stewards have regular duties to perform as employees of the Company and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining the permission of the Employer, such permission not to be unreasonably withheld.

3.05 UNION SECURITY

All employees covered by this Agreement as a condition of employment, shall become a Union member on **their** first day of employment and remain members of the Union to the extent of keeping paid all regular initiation fees, assessments, and regular dues as set by the Union.

- 3.06** During the lifetime of this Agreement, the Employer shall deduct from the wages of each bargaining unit employee monthly dues in the amount certified by the Union to the Employer to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from wages earned in the first pay period of each calendar month and shall be remitted within fifteen (15) days by electronic transfer or by cheque payable to: International Secretary Treasurer, United Steelworkers, Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1.

The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month each month) as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month.

A duplicate R115 Form and employee deduction statement shall be forwarded to:

United Steelworkers 7106
86 Main Street
Flin Flon, MB R8A 1J8
By email to: amucho@usw.ca

- 3.07** The company shall require all new employees, at the time of hiring, to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.
- 3.08** The employer shall submit to the Secretary-Treasurer of the Union, not later than the fifteenth (15) day of the following month, the dues, arrears and assessments deducted, together with a list of names of the employees for whom the deductions were made and also monthly statements showing the names of all additions and deletions of employees.

ARTICLE 4 - EMPLOYEE'S SECURITY

- 4.01** There shall be no discrimination, coercion, interference or restraint by the Company, the Union or by representatives of either party against any employee in accordance with the Manitoba Human Rights Code.
- 4.02** A job steward shall be present with the Company and the employee during disciplinary action by the Company unless the employee declines representation in writing.

4.03 An employee shall have the right to view his own personnel file during the grievance procedure with the Plant Manager.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 a) This article is intended to define the normal hours of work and shall not be constituted as a guarantee of hours of work per day or a guarantee of days of work per week.

d) The regularly scheduled work week shall consist of consecutive shifts which may straddle two (2) payroll weeks, whether the employee works three (3) twelve (12) hour shifts, four (4) ten (10) hour shifts or five (5) eight (8) hour shifts per week, or a combination totaling no more nor any less than eighty (80) hours per two (2) weeks, other than overtime, Sunday to Saturday.

5.02 a) The regular hours of work shall consist of forty (40) hours in any week and eight (8) hours in any day. All time worked in excess of the regular hours will be paid at a rate of one and one half (1 1/2) times the employee's regular rate of pay.

b) Flexible hours may be initiated if agreed to between the Local Union, the Plant Committee, the majority of employees involved and the Plant Manager. Such agreement not to be unreasonably withheld.

c) The Employer may establish shifts of ten (10) hours, or twelve (12) hours duration with all such hours payable at straight time rates, provided that when the total hours over a two (2) week period exceed eighty (80), the excess hours are paid at overtime rates. Prior to implementation, the employees will be consulted and informed about the schedule. **Any hours worked over regular scheduled shift will be paid overtime.**

(When such a schedule is implemented, there will have to be modifications for the period that the compressed work week is in effect to other provisions of the collective agreement such as vacations, holidays, breaks, leaves of absence, and other related matters. To be negotiated.)

d) For employees working a compressed work week of three (3) (twelve (12) hour shifts) or four (4) (ten (10) hour shifts), for each additional full two (2) hours of work (non-overtime) beyond eight (8) per day, there shall be an additional fifteen (15) minute break with pay, in addition to the normal thirty (30) minute meal break per shift without pay.

5.03 For the purposes of this article, a Statutory Holiday shall be considered a shift worked.

5.04 The Union recognizes that the Company's right to schedule hours of work is only subject to the following:

- a) The Company will post the regular hours of work for all its employees in a conspicuous place in the operations.
 - b) Forty-eight (48) hours of notice will be given of any change of posted hours of work, wherever possible in view of operational needs.
- 5.05** Employees shall not be required to suspend work during their normal work week for the purposes of absorbing overtime.
- 5.06** It is understood that an employee will be at **their** workplace ready to assume **their** duties at the commencement of **their** scheduled work period. Such an employee will stay at **their** workplace for the duration of **their** work period.
- 5.07** Overtime shall be performed only after authorized by management.
- 5.08** Under no circumstances shall there be a pyramiding of any premium payment referred to in this agreement.
- 5.09** In the event that an employee is requested to work overtime, the Company agrees that, where possible, reasonable notice shall be given.
- 5.10**
- a) No employee shall be required to work more than five (5) hours without a lunch period. Lunch period shall consist of one half (1/2) hour in each regular shift unless otherwise mutually agreed upon between the employees involved and the Plant Manager.
 - b) An employee reporting for work at the workplace at his scheduled starting time for whom no work is available, and who has not been notified not to report, shall receive **four (4)** hours pay at the regular hourly rate.
 - c) An employee who because of an emergency is called out for work shall receive a minimum **four (4)** hours pay at the applicable hourly rate. All emergency call-ins must be identified on work records.
- 5.11** The Company agrees to grant rest periods with pay to all employees as follows:
- a) One (1) 15 minute rest period to be granted before and one (1) 15 minute rest period after the meal period. Times at which such breaks will be taken shall be scheduled by management.
 - b) The Company agrees to grant three (3) 15 minute rest periods for shifts of a ten (10) hour duration. Times at which such breaks will be taken shall be scheduled by management.

- 5.12** Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.
- 5.13** An employee absent from work due to illness or other reason shall notify the Plant Manager by personal discussion wherever possible at least:
- one (1) hour prior to the commencement of any shift occurring before twelve (12:00) o'clock noon.
 - three (3) hours prior to the commencement of any shift occurring after twelve (12:00) o'clock noon.
 - before four (4:00) p.m. of the day of the shift for the midnight shift unless in any of the above situations a valid reason for lack of notification is given. Failure to notify the Company or to provide a valid reason for absence will be dealt with in accordance with Article 2 of this Agreement.
- 5.14** When an employee is assigned work for more than one-half (1/2) of **their** shift in a higher classification, **they** shall receive the rate for that higher classification for **their** entire shift. When **they are** assigned work in a lower classification (without being demoted), **they** shall retain the rate of **their** own classification.

ARTICLE 6 - WAGES AND REMUNERATION

- 6.01** The wages and remuneration payable to any employee in **their** respective classification shall be those set forth in the Wage Schedule hereto appended.
- 6.02** The employer reserves the right to award individual employee bonuses, or additional remuneration as it may decide. The Company will notify the Union of any such decisions.
- 6.03** When the supervisor adjusts the employee's time sheet, **they** shall so inform the employee, with the reason(s), by no later than the end of the next regularly scheduled shift that the employee works whenever practical.

ARTICLE 7 - STATUTORY HOLIDAYS

- 7.01** a) Employees will receive their regular earnings (excluding overtime) earned **on** the holiday. Where a statutory holiday occurs during the period of an employee's vacation or on an employee's day off, the employee shall be entitled to an additional day on his vacation period and be paid the statutory pay in lieu of this days vacation pay or be granted an additional day off later and be paid the statutory pay for this day off. The arrangement to be agreed between the employee and management.
- b) The following days shall be observed as paid holidays:

New Year's Day	Good Friday	Louis Riel Day
Victoria Day	Canada Day	
Thanksgiving Day	Labour Day	
Christmas Day	Remembrance Day	
Boxing Day	August Civic Holiday	

7.02 The observance and recognition of the above holidays may be made on days other than calendar dates when so proclaimed by the Province of Manitoba, or upon mutual agreement between the Company and the employees. A holiday falling on Saturday or Sunday will be celebrated on Friday or Monday as mutually agreed, and the employee will be entitled to straight time pay only on the original statutory holiday. In the event a mutual agreement cannot be reached on Canada Day, production requirements will be the deciding factor.

In the event of work being scheduled on a recognized statutory holiday, the employee will be paid at a rate of time and one half the regular rate for the classification in which the work is performed. Also, in addition, the employee shall be paid for regularly scheduled hours at his regular rate of pay (as provided in 7:01), or shall be given a compensatory day off with pay, such day to be mutually agreed upon between the employee and management.

7.03 An employee, to qualify for statutory holiday pay, must have worked his last regular scheduled work day before, and his first regular scheduled work day after the holiday unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.

In case of injury or illness above, the employee shall provide a medical certificate.

ARTICLE 8 - ANNUAL VACATIONS

- 8.01**
- a) Employees shall be entitled to their accumulated vacation pay either in the pay period immediately prior to the commencement of their vacation period or the accumulated balance will be paid out on the first pay period of December each year, unless otherwise agreed to between the employee and the Company.
 - b) Where a statutory holiday falls within an employee's annual vacation period, such day shall not count as a vacation day. The statutory holiday shall be taken the day preceding or the day following the vacation period.
 - c) If a statutory holiday falls on an employee's normal day off, the employee shall be granted one additional day off in lieu of the holiday with pay at a time mutually agreeable to the employee and their supervisor.
 - d) Employees shall be entitled to their Annual Vacation Pay on each pay period if requested by the employee. Employees may have the option to request their

vacation pay during the year be paid out at any time provided they give 5 working days' notice in advance. The employee with permission from the Company may request their holidays in one day increments, and receive vacation pay in one day increments.

- 8.02** An employee who has completed one (1) year of continuous service with the Company shall be entitled to an annual holiday of two (2) weeks (10 working days) and shall be paid four (4%) percent of his total earnings in the prior vacation year.
- 8.03** An employee who has completed five (5) years of continuous service with the Company shall be entitled to an annual holiday of three (3) weeks (15 working days) and shall be paid six (6%) percent of his total earnings in the prior vacation year.
- 8.04** An employee who has completed ten (10) years of continuous service with the Company shall be entitled to an annual holiday of four (4) weeks (20 working days) and shall be paid eight (8%) percent of his total earnings in the prior vacation year.
- 8.05** Vacation time shall be granted by the Company so as to least interfere with the continuance of operations. However, the company reserves the right to designate a general vacation period for all employees, provided 30 days' notice is given. All vacations must be taken by December 31 of each year unless otherwise agreed between the employee and the company. Preferred vacation schedules will be based on employee's seniority. The Company will endeavor to announce the vacation schedule where applicable on April 1st.
- 8.06** Service shall mean the length of continuous service in the employ of the Company, calculated from the date when the employee last commenced work with the Company.
- 8.07** An employee shall be entitled to the above vacation only when his service has been continuous. Continuous service shall terminate by reason of an employee:
- a)** Being dismissed for just cause.
 - b)** Terminating his employment with the Company
 - c)** Being laid off due to lack of work for more than the length of time outlined in Article 9.02.
 - d)** Failing to return to work within five (5) calendar days after being notified to return after a layoff, unless requiring up to two weeks' notice to terminate employment elsewhere.
 - e)** Being absent for any other reason for more than the length of time outlined in a leave of absence granted by the Company with respect to the provisions of Article 10.

8.08 Part-time employees shall be eligible for vacation pay as follows:

Seniority	Percentage of their regular earnings at regular rates:
One (1) day to five (5) years	4%
Five (5) years +	6%

8.09 Vacation pay in excess of \$500 accumulated to the first payday in December to be subject to normal tax remission rate for regular pay.

ARTICLE 9 - SENIORITY

9.01 The Company recognizes the principle of seniority. In the application of seniority, it shall be determined by Plant seniority.

9.02 It is agreed between the parties that seniority during layoff shall be retained **for two (2) years**.

9.03 a) For the purpose of establishing seniority for all employees during the term of this agreement, it is hereby agreed that seniority shall be by number starting at the hire date. When an employee leaves the operation his number is given to the next employee in line for his seniority position. All the following employees will move up accordingly.

b) Seniority lists, based on a seniority index, will be posted within thirty (30) days of ratification of this Agreement, and will be revised every six (6) months, to accommodate changes in seniority status. The Company will provide the Union with a seniority list.

c) An employee shall cease to have seniority and his employment shall be terminated if the employee:

- i. Is discharged for just cause.
- ii. Terminates his employment with the company.
- iii. Does not return to work five (5) calendar days after **they are** called back to work unless requiring up to two weeks' notice to terminate employment elsewhere.
- iv. If **they are** absent for three (3) consecutive scheduled working days, without authorized leave of absence or without a medical certificate from a duly qualified medical practitioner certifying that the employee was or is unable to be present at work because of illness, in which case the employee shall be deemed to have quit voluntarily.

9.04 The job performance, ability, skill, experience, reliability, training, and physical

ability shall be the determining factor in all cases of employment, promotion, advancement of employees to a higher classification within the bargaining unit, increases in the workforce, layoffs, and recalls. Where in the opinion of the employer the foregoing factors are relatively equal between two or more employees, seniority shall than become the determining factor. A junior employee must be superior to a senior one by a clear and demonstrable margin.

- 9.05** In order to qualify for recall, employees must file their name, current address, **personal email** and telephone number with the employer. Any changes must be reported immediately. The employer shall recall an employee to work verbally (in person or by phone) **or by email, unless explicitly advised in writing that the Company is to use registered mail.**

An email or voicemail shall be deemed to have been received twenty-four (24) hours after being sent or left, and a registered letter shall be deemed to have been received by the employee forty-eight (48) hours after the time the employer registered such letter.

Where the employee is recalled by **email or voicemail**, such employee must notify the employer of his intention to return to work within forty-eight (48) hours from the date of receipt of such recall notice.

Where the employee is recalled verbally in person or by a telephone call, the employee must notify the employer of his intention to return to work within twenty-four (24) hours of such recall. The employee must be prepared to begin work at a time designated by the employer.

- 9.06** All employees shall cooperate when requested by management to work temporarily in jobs other than their own. **Employees have to be trained and qualified to do so.**

9.07 Job Posting

- a)** Vacancies for other than base rate jobs shall be posted in advance for a period of not less than four (4) working days. All job posting awards will be posted within three (3) working days of the close of the bid date.
- b)** After a trial period of four hundred and eighty (480) working hours (six hundred and forty (640) hours for maintenance, treater and lumber line operator employees), where an employee does not, in the opinion of the Employer, qualify for the position concerned, he and affected individuals shall revert to the former positions without loss of seniority. The trainer shall provide the information on the candidate to the Company.

- c) This section shall not apply to temporary replacements of four (4) weeks or less necessitated by illness, injury or other leave of absence, or to temporary replacement of longer duration for employees on vacation.
 - d) The employee will have forty (40) working hours in the new position to decide if they will accept the permanent job posting.
 - e) The Employer will post a list of the employees who have applied for a posted position, in seniority order, together with the name of the successful candidate.
- 9.08**
- a) No new employee shall have seniority status until **they have** been continuously employed by the Company for a total period of four hundred and eighty (480) working hours and this period shall be considered probationary. **After the completion of the employee's probationary period, the employee's seniority is established as of the hire date in accordance with article 9.03.** Time lost for health or personal reasons during this period shall be discounted from the probationary period. During such probationary period, employees may be retained or discharged, disciplined or laid-off at the sole discretion of the Company. **The Company has no obligation to rehire such employees.**
 - b) It is agreed that all new employees shall be subject to a four hundred and eighty (480) working hours probationary period, new maintenance, treater and lumber line operator employees shall be subject to a six hundred and forty (640) hours probationary period, during which time the company shall determine the employee's suitability for the position.
 - c) **Any such discharge, discipline or lay-off during the probationary period shall be deemed to be for just cause. The jurisdiction of the arbitrator shall be restricted to determining whether the Company acted arbitrarily, discriminatorily, or in bad faith.**
- 9.09** An employee who is promoted out of the bargaining unit to an excluded position shall maintain their seniority for a period of **six (6) months**.
- 9.10** In the case of layoffs, the Company will notify the employee(s), concerned at least fourteen (14) days in advance except in circumstances beyond the control of the company.
- 9.11**
- a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided, however, that supervisory workers reinstated in the bargaining unit must return within **six (6) months** to the job held at the time of their promotion to a supervisory position providing the job is not held by

an employee having more plant seniority. If the employee returns to the bargaining unit after the expiration of **six (6) months** from the date of **their** promotion, **they** shall return to **an entry level position and there must be an opening at an entry level job in order to do so.**

- b) Supervisory employees in a) above shall have their seniority frozen while in a supervisory position.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01** If business circumstances permit, individual employees may, with the Company's consent, in writing, obtain a leave of absence without pay when, in the opinion of the Company, conditions so warrant. The written consent will state the dates at which the leave begins and ends. Group insurance benefits will be suspended during any leave of absence of one (1) week or longer, and restored when the employee returns to work, except that there shall be no suspension of benefits by reason only of an extended bereavement leave granted under Article 11.01 (a).
- 10.02** Applications for leave of absence must be made through the employee's immediate manager, however, if the reasons for leave of absence are of a personal nature, the employee may elect to discuss the reasons with the Plant Manager of Stella-Jones Inc.
- 10.03** Leave of absence, without pay, to attend Union functions will be granted to not more than two (2) employees at one time provided the leave of absence does not cause a curtailment in the operation of the plant. Requests for leave of absence shall be submitted to the Plant Manager for authorization at least ten (10) working days prior to the first day of requested leave of absence.
- 10.04** Civil Responsibilities - Leave of absence, will be granted to an employee while so engaged in jury duty.
- 10.05** An employee on leave of absence or sick leave, who takes employment with another employer or becomes self-employed, shall be deemed to have voluntarily resigned. The Company is considered the primary employer for every bargaining unit employee and so outside employment is only permitted if it does not interfere with the employee's performance of duties for the Company. Similarly, if an employee furnishes false information regarding a leave of absence request or fails to abide by the terms of the leave of absence, **they** shall be deemed to have voluntarily resigned.
- 10.06** The Company will grant leave of absence to employees suffering injury or illness for an appropriate amount of time subject to a medical certificate. The employee shall report or cause to have reported the injury or illness, which requires his absence to the Company as soon as may be reasonably possible. The employment of any employee not returning to work within **two (2) years** of his being granted a leave of absence due to an

injury or illness may be terminated by the Company. For situations other than injury or illness, a person's employment may be terminated where the employee does not return to work on his first regularly scheduled working day. The employee is to contact the Company three (3) working days prior to the end of any leave of absence to set his shift schedule.

10.07 The Company will grant leave of absence to employees who are appointed or elected to Union office, for a period of up to and including three (3) years. Seniority will be maintained only for that period. Failure to return to work within twenty (20) working days after the end of this period will result in a deemed resignation. The employees are to contact the company three (3) working days prior to the end of the leave of absence to set their shift schedule.

10.08 Parental leave shall be granted in accordance with The Employment Standards Code of Manitoba.

ARTICLE 11 - GENERAL PROVISIONS

11.01 Bereavement Leave

a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, up to three (3) working days' leave of absence starting from the day after the employee learned of the death, **unless the Company agrees otherwise**, and he shall be compensated at his regular straight time hourly rate for the hours lost from his regular schedule on said days. Members of the employee's immediate family are defined as parent, spouse, son, daughter, sister, brother, **grandchild**, grandparents, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

Consideration for additional leave without pay will be determined by the Plant Manager with consideration given to:

- i. Travel time involved
- ii. Complexity of the situation

b) Should an employee be required by the Company to give satisfactory proof with respect thereto, **they** shall be obliged to provide details in order to establish proper qualifications for bereavement leave.

c) **In the event that an employee's bereavement leave overlaps or occurs during their vacation period their vacation time will be extended by the number of days that their bereavement leave encroaches on it. Bereavement leave may be changed to a mutual date if needed.**

11.02 The Company will provide a bulletin board in a suitable location which may be used by the Union to post notices directly related to Union business.

- 11.03** It shall be the privilege of every employee of the Company to seek an interview with the official in charge of Personnel at the Plant for the purpose of discussing problems of a personal nature. Such interview shall be requested through the employee's immediate manager.
- 11.04** Maintenance and Protection During Suspension at Work. It is agreed that during any general suspension of work at any time and for any cause whatsoever, the Company's property shall be protected and the Company's equipment shall be left in good condition by the employees. All safety provisions shall be fully complied with by all employees prior to a cessation of work.
- 11.05** On each payday, the Company shall provide to each employee an itemized statement setting forth the total number of hours worked by the employee concerned during the immediate preceding pay period, the rate of wage applicable to **them**, all deductions made from **their** wages whatsoever, the purpose for which such deductions were made, the total amount actually payable to **them**, and other such information as may from time to time be agreed upon between employees and the Company.
- 11.06** An employee hurt in an industrial accident and attending a Doctor shall be paid for the loss of time on the day **they are** injured, at **their** regular earnings. A medical certificate must be produced.
- 11.07** If any provisions of this Collective Agreement made in pursuance thereof, if found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated, but is subject to such amendments as may be necessary to bring it into conformity with the law.
- 11.08** The Company will sell to employees for their own use a reasonable amount of **Company** products for pickup during regular office hours. **The Company will determine the appropriate discounted price based on product, inventory, and market demand.**
- 11.09** Technological change:
- a)** The Company will give notice of technological change in accordance with s. 83(1) of The Manitoba Labour Relations Act.
 - b)** When technological changes are implemented, every effort will be made by the Company to retrain its employees to satisfactorily perform the new duties required of them
- 11.10** Parties agree with the principle of advance training for those employees working with the trades field. Further, it is the intent to assist employee wishing to advance in these fields through indenturing into apprenticeship fields.

11.11 United Steelworkers, Local 7106 members are encouraged to bring forth ideas that will enhance production, efficiency and overall plant success.

ARTICLE 12 - SAFETY AND HEALTH

12.01 Employees are encouraged to bring to the attention of the Company any suggestions with respect to safety and health, that will make the work environment healthier and safer.

12.02 The Company shall maintain a Joint Workplace Safety & Health Committee consisting of one (1) Company representative and one (1) employee representative. (The employee representative to be elected by the employees.)

12.03 The general duties of the Safety Committee shall be:

1. to make a thorough inspection not less than once a month of the entire plant for the purpose of determining hazardous conditions, and to check on unsafe practices.
2. to investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused serious injury to a **worker**, whether or not such injury actually occurred.
3. to hold regular meetings at least monthly for the discussion of safety concerns.
4. to keep a record of all investigations, inspections, complaints and recommendations.
5. all safety meetings and safety tours are to be conducted on company time, unless the Employer requests that these be conducted after regular working hours
6. **All Safety Committee meeting minutes will be forwarded to the Flin Flon Office.**

12.04 The employees are required to take good care of any article provided them by the Company, and such articles shall be returned to the Company on termination of employment.

12.05 The Company shall supply the following safety equipment if required for regular full time employees:

1. Gloves on an exchange basis.
2. Hard Hat - winter liner when necessary.
3. Safety goggles.
4. Hearing Protection.
5. Appropriate Aprons.
6. Coveralls at no cost to the employee.
7. Maintenance personnel fire retardant coveralls
8. Stain Machine operators' coveralls
9. **Up to \$400.00 per year on proof of purchase for safety footwear, rain gear, winter jackets, or other workwear which are approved by the Company.**

12.06 Employees hurt in an industrial accident requiring medical attention or hospitalization, or who are permitted to go home, shall be provided with transportation, if required, at

the Company's expense. **Employees will also be paid for the remainder of the day of accident.**

12.07 Hearing Tests:

For the duration of the contract, hearing tests will be conducted by having the employee come directly off the Plant floor. If, however, there is an increase in negative results from previous annual hearing tests, the procedure will revert back to past practice where the employee is required to be free of high dB prior to testing.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Should any differences arise between the Company and any of the employees from the interpretation, application, administration or alleged violation of the provisions of the Agreement, an earnest effort will be made to settle such grievance without delay.

13.02 a) For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Company and one or more of its employees concerning the interpretation, application, meaning, operation or any alleged violation of the Agreement.

b) With respect to the terms and conditions of employment covered and regulated by this Agreement, the Union and employer shall act reasonable, fairly, in good faith and in a manner consistent with the Agreement as a whole.

13.03 The word "days" shall mean working days other than Saturdays, Sundays or Statutory Holidays.

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

STEP 1

a) The Employee shall discuss the situation immediately with the supervisor. Failing satisfactory resolution, THEN,

b) The individual employee who at his option may have the supervisor present, shall take up the matter with the Plant Manager within seven (7) working days of the origin of the Grievance. The Plant Manager shall reply within seven (7) working days. Failing a satisfactory adjustment, THEN,

STEP 2

The matter shall then be taken up, in writing, by the employee and the "Plant Committee" with the Human Resources Representative for Stella-Jones Inc. within five (5) days of receipt of the reply from the Plant Manager. **The VP Operations and/or**

Senior Director Human Resources shall reply in writing no later than five (5) working days from the date on which the grievance was received in writing by **them**.

STEP 3

Failing settlement at Step 2, the employee and Steward and/or Union representative shall present the grievance to the **Senior Vice President Operations** within five (5) days of receipt of the written reply in Step 2. The **Senior Vice President Operations** shall investigate and reply in writing, within five (5) days.

- 13.05** Time limits for Step 1,2, and 3 above may be extended by mutual agreement.
- 13.06** Either party may, within fifteen (15) days after the completion of Step 3, refer the matter to arbitration as provided for in Article 14.
- 13.07** Should any grievance not be submitted or carried through by the employee within the time limits specified above, then the grievance shall be deemed to be abandoned. If no decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage, including arbitration.
- 13.08** The Union shall promptly notify the Company of the personnel of its Grievance Committee, and of any change in the personnel; and the Company shall notify the Union of the names of the officials of the Company referred to herein.
- 13.09** The Company shall advise the Union in any case where an employee has been discharged. Such advise to be provided at the earliest possible time. In cases where the Union considers it necessary to contest a discharge, the matter shall be taken up with the authorized representative(s) or the employee and the Managing Director of **Stella-Jones Inc.**
- 13.10** The business agent for the Union may assist the Plant Committee at Step 2 and 3 in the grievance procedure.

ARTICLE 14 - ARBITRATION

- 14.01** Failing settlement of any grievance under the procedure set forth in Article 13, such grievance may be submitted to arbitration provided it has been properly processed.
- 14.02** A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made within fifteen (15) days after exhausting the grievance procedure established by this Agreement. The Company and the Union agree on a panel of single arbitrators to hear grievances in the following rotation:

1. Blair Graham,
2. Michael Werier and
3. Diane Jones.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon an employee effected by it.

14.03 No person who has a pecuniary interest in a matter to be arbitrated, or who is acting, or has, within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as the arbitrator. The costs of the arbitrator shall be shared by both parties.

14.04 The Arbitrator shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith. The arbitrator shall expressly confine **themselves** to the issue stated in the grievance, and shall have no authority to make a decision on any other issue not so submitted to the arbitrator.

ARTICLE 15 - HEALTH AND WELFARE

- 15.01** a) The Company will maintain in their present form or in no less beneficial form the benefits for full time employees (as defined in the benefit plans and regulations of the carrier) contained in the following plans:
- 1) Life, Accidental Death and Dismemberment
 - 2) Weekly Indemnity
 - 3) Long Term Disability
 - 4) Dental Care including Major Dental and Orthodontics
 - 5) Health Insurance including Vision care and Travel Health
- b) An employee with more than two (2) years completed service who is laid off shall be covered by the Employer's Health and Welfare Plan, other than disability coverage, for a maximum of the first three (3) months of the layoff.
- c) Employer to provide, beginning on November 1, 2017, a prescription drug plan consistent with the Prendiville plan currently in place in Kenora, which includes deductible charges and an annual maximum of \$750.

ARTICLE 16 - STRIKES AND LOCKOUTS

16.01 The Union agrees that for the duration of this Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of the employees represented by the Union, nor shall any employee(s) threaten or take part in a strike,

and that if such action should be taken by the employee(s) the Union will instruct the said employee(s) to return to work and perform his or their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. If any such employee(s) shall strike they will be subject to disciplinary action or dismissal.

- 16.02** The Employer agrees that it shall not threaten an unlawful lockout of any employee(s) and that there will be no lockouts of its employee(s) for the duration of this agreement or any extension of the same.
- 16.03** For the purpose of this Agreement, a strike shall be deemed to include any intentional slowdown, any intentional interruption of work, or suspension of work, any stoppage of work or continued meeting, any picketing, or any other collective interference with services or entry to or egress from the Employer's premises.
- 16.04** For the purpose of this agreement, a lockout shall be deemed not to include any shutdown or closure or reduction of the work force necessitated by market conditions or any other conditions beyond the control of the Employer.

ARTICLE 17 - EMPLOYMENT MEDICALS

- 17.01 a)** At any time prior to completion of the probation period, the employer may require the employee to undergo a medical or physical examination, at the employer's expense, by a physician or licensed nurse of the employer's choice.
- b)** An employee may be required once per year to undergo a medical or physical examination, by a physician or licensed nurse of the employer's choice at the employer's expense.

ARTICLE 18 - DURATION OF AGREEMENT

- 18.01** This Agreement shall remain in effect until **October 31, 2026**.
- 18.02** Either of the parties wishing to revise this agreement shall notify the other party in writing not less than thirty (30) days, and not more than ninety (90) days prior to the expiry date hereof, and on delivery of such notice shall within ten (10) days or such later time as the parties may mutually agree, commence negotiations. During the period of such negotiations, this agreement shall remain in full force and effect. If notice is not given as above, this agreement shall be automatically renewed thereafter from year to year.

IN WITNESS WHEREOF the parties have executed this Agreement this

_____ day of _____ 2022

ON BEHALF OF:

**United Steelworkers
Local 7106**

Phil Hayden, Staff Representative

Tom Davie, President

Randy Calen
Negotiating Committee Member

Randy Gabel
Negotiating Committee Member

ON BEHALF OF:

Stella-Jones Inc.

Dave Clark, Plant Manager

Curtis Carrigan, Production Manager

Steven Soules, Sr. Director HR

Christian Paquette, Fasken

SCHEDULE "A" - WAGE SCHEDULE

Wages effective November 1st of each year from November 1, 2021 to October 31, 2026.

When not performing work on a piecework basis employee will receive hourly wage rates as below based on whatever rate is applicable to the work the employee is performing.

	Nov. 1, 2021	Nov. 1, 2022	Nov. 1, 2023	Nov. 1, 2024	Nov. 1, 2025
Starting Rate	\$ 14.96	\$ 15.55	\$ 15.86	\$ 16.18	\$ 16.51
After 480 hours worked	\$ 15.63	\$ 16.26	\$ 16.58	\$ 16.91	\$ 17.25
After 960 hours worked	\$ 16.31	\$ 16.96	\$ 17.30	\$ 17.64	\$ 18.00
After 1440 hours worked	\$ 16.98	\$ 17.66	\$ 18.02	\$ 18.38	\$ 18.74

After 1920 hours worked (See Group 1)

GROUP I

Labourer	\$ 17.66	\$ 18.37	\$ 18.73	\$ 19.11	\$ 19.49
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GROUP II

Machine Operators including:					
Loader and Forklift	\$ 20.38	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50
Lumber Line	\$ 20.38	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50
Quality Control	\$ 20.38	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50
Hydro Pole Preparation	\$ 20.38	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50
Pinheiro	\$ 20.38	\$ 21.20	\$ 21.62	\$ 22.06	\$ 22.50

GROUP III

Maintenance	\$ 23.11	\$ 24.03	\$ 24.51	\$ 25.00	\$ 25.50
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GROUP IV

Treater	\$ 21.74	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99
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GROUP V

Certified Electrician	\$ 37.13	\$ 38.61	\$ 39.39	\$ 40.17	\$ 40.98
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GROUP VI

Production Leadhand	\$ 23.11	\$ 24.03	\$ 24.51	\$ 25.00	\$ 25.50
Maintenance Leadhand	\$ 25.82	\$ 26.86	\$ 27.39	\$ 27.94	\$ 28.50
Treating Leadhand	\$ 24.45	\$ 25.43	\$ 25.94	\$ 26.46	\$ 26.98

All job functions named within Schedule A may require duties commonly referred to as that of labourer.

- a) During trial periods (as defined in the collective agreement between the parties) employees in Group II & IV shall receive \$0.50 per hour less than the rates in the appropriate classification for the duration of such period. Employees in Group III shall receive \$1.00 per hour less for the first 320 hours of probation, and \$0.50 for the second 320 hours of the trial period.
- b) Shift Premium - a shift premium of 75 cents per hour will be applicable if the majority of the hours in a shift are worked between 4:30pm and 8:00am. A weekend shift premium of fifty (\$0.50) per hour will be paid for all hours worked between 8:00 a.m. and 4:30 p.m. on weekends (Saturday 8:00 a.m. to Monday 8:00 a.m.). For weekend hours between 4:30 p.m. and 8:00 a.m., the weekend shift premium will be one dollar and twenty five cents (\$1.25) per hour. This premium will apply after any applicable overtime premium has been calculated (ie. it will not be pyramided).

<u>Year</u>	<u>evening prem</u>	<u>wknd day prem</u>	<u>wknd evening prem</u>
2021 – 2026	\$.75	\$.50	\$1.25

- c) The Company agrees to pay **\$0.14** per hour x years of service, based on all hours worked into a Group Registered Retirement Savings Plan on behalf of all employees having 3 years or more seniority. ie: 3 years seniority - **\$0.42** per hour 10 years seniority - **\$1.40** per hour contributed. This is to a maximum of **\$2.80** per hour. The contributions will have a restricted access provision.

Years of service will be adjusted on an individual’s anniversary date of hire. Contributions will be deposited on a bi-weekly basis.

PIECEWORK RATES

When and if piecework is available, the Plant Manager and the Plant Committee will meet to discuss the piecework rates proposed by the Plant Manager. If the parties cannot agree, there will be no piecework.