

# **COLLECTIVE AGREEMENT**

Between

**eCycle Solutions Inc.**

And

**United Food and Commercial Workers, Local 1518**

May 1, 2023 to April 30, 2026

Ratified by member vote: June 16, 2023



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**MEMORANDUM OF AGREEMENT made this 16th day of June, 2023.**

BY AND BETWEEN: **ECYCLE SOLUTIONS INC.**, carrying on business in the Province of British Columbia.

(hereinafter referred to as the "Company")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "Union")

WHEREAS: The Company and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of this Agreement; and to strive for a high level of safety, production and quality effectiveness within the operation; and to provide methods of fair and amicable resolution of issues or disputes which may arise between them within the jurisdiction of this Agreement. The parties agree to in good faith cooperate to achieve these goals and intents.

NOW THEREFORE: The Company and the Union mutually agree as follows:

**ARTICLE 1 – Bargaining Agency**

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The Company recognizes the Union as the sole collective bargaining agency for all employees at and from the Company's Chilliwack, B.C. Operations except sales, supervisors and office staffs, and all others excluded by the *Labour Relations Code* of British Columbia.

**ARTICLE 2 – Management's Rights**

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2.01 The Union recognizes and acknowledges that the management of the business and direction of the workforce are fixed exclusively with the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline any employee for just cause provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance;
- (c) determine the nature and kind of business conducted by the Company, the methods and techniques of work, contents of jobs, the number of employees to be employed, the extension of operations or any part thereof, and to determine and exercise all other functions which shall remain with the

Company except as specifically limited by the express provisions of this Agreement.

- (d) terminate, with immediate effect, any employee who has engaged in theft related to the eCycle workplace.

### **ARTICLE 3 – Unfair Practices**

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3.01 No employee shall be discharged or discriminated against for any lawful union activity or for serving on a Union committee outside of business hours or for reporting to the Union the violation of any provision of this Agreement.

3.02 It shall be the practice of the Company and the Union not to discriminate because of race, gender, creed, colour, age, religion, national origin, ancestry, or sexual orientation.

3.03 Respectful Workplace

The Employer and the Union agree that the promotion of a harmonious relationship and the development of mutual respect in the workplace is the responsibility of all employees - both Management and Union.

It is agreed that any actions such as bullying, physical aggression, sexist or racist comments, the use of vulgarity, name calling, or yelling are counterproductive to a harmonious workplace and will not be tolerated.

Any violation of this article shall be investigated by the Employer under the Letter of Understanding (LOU) regarding Psychological Harassment.

### **ARTICLE 4 – Union Security and Deduction of Dues**

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4.01 All employees covered by this Agreement who are members in good standing of the Union in accordance with its Constitution and By-laws and all employees who become members, shall as a condition of employment maintain their membership in the Union in good standing.

The Company shall be free to hire new employees who are not members of the Union and such employees shall make application within ten (10) days after employment and become members within thirty (30) days.

4.02 The Company agrees to provide each new employee at the time of employment with a Union Membership Application form and a Dues Check-off Authorization form, both to be completed by the new employee. Once completed, said forms shall be forwarded by the Company to the Union office. The Union shall be responsible for furnishing the Company with an adequate supply of blank forms.

4.03 The Company agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regard to Union membership and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such

that it is acceptable to the Company. The Company further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

The Company and the Union agree that the policy for determining an employee's date of hire will be as follows:

1. Start date
2. Start time

4.04 The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within ten (10) days after commencement of employment, provide the Company with a signed authorization for such deductions.

4.05 The Company agrees to make deductions in each calendar month per the regular scheduled payroll for the then current month and to remit the aggregate of the amounts so deducted to the Secretary-Treasurer of the Union prior to the last day for the month following the month in which the deductions are made and the Social Insurance Number of each employee for whom the deductions were made and the amount of each deduction. The Company agrees to include dues deducted during the year on the employee's T4 slip.

4.06 The Union agrees to indemnify the Company for any fines, dues, initiation fees or assessments improperly deducted and remitted to the Union on instructions to the Company from the Union if such fines, dues, initiation fees or assessments are found to have been improperly deducted by a court of law or the Labour Relations Board.

4.07 Visits of Union Representatives

Duly authorized representatives of the Union shall be entitled to visit the workplace with the Company's permission for the purpose of interviewing members, signing unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented after notifying the Plant Manager or his/her designate.

After receiving approval from the Plant Manager or his/her designate, the Union Representative shall be permitted to interview an employee. Approval for such interview shall not be unreasonably withheld and shall be:

1. Carried on in an area in the workplace designated by management;
2. Held whenever possible during lunch or break period; however, if this is not practical;
3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company time, unless with the approval of management;
4. Held at such times that will not disrupt operations.

#### 4.08 Shop Steward Recognition

It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the Employer.

Shop Stewards may introduce new members to the Union on their own time.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice, shall be present when a member of the Bargaining Unit:

- A. Is given a reprimand which is to be entered on the employee's personnel file.
- B. Is suspended or discharged.

When a Shop Steward is investigating a Grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the Manager. Such permission will not be unreasonably denied.

The Company agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than twenty-five (25) employees
  - a minimum of one (1) Shop Steward.
2. In the workplace, where there are twenty-five (25) or more employees
  - three (3) Shop Stewards and one (1) additional Shop Steward for every twenty-five employees thereafter with a minimum of one (1) Shop Steward per shift. The parties will endeavour to have equal Shop Steward representation on each work shift.
3. Alternate Shop Stewards will be recognized in the Plant when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

#### 4.09 Discipline Interview

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a Shop Steward or witness of his or her choice. If during any other interview with Management it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. The Shop Steward or witness will be an advocate on behalf of the member they are representing.

A copy of all such formal notices of discipline (i.e. written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

Re: Shop Steward Involvement

The Parties agree to the following general provisions:

1. The Shop Steward will be involved in meetings or discussions with employees which will result in discipline.
2. The nature of this involvement should include briefing the Shop Steward where possible in advance of calling the employee to the discipline interview and could result in input from the Shop Steward which assists in the completion of the interview.
3. Where a Shop Steward is not on duty and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include the Shop Steward in these matters, wherever possible.

**ARTICLE 5 – Basic Workweek, Overtime and Statutory Holidays**

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- 5.01 (a) Employees on Company payroll as of ratification will be recognized as having grandfathered rights to their paid breaks per Schedule B. In the event a new shift structure is implemented, employees will receive no less than two (2) weeks' notice of any change, and in the event of more than one shift option, seniority will be recognized in reassignments. Prior to implementing a new shift schedule, the Company will notify the Union of the change.

It is agreed that any employee that has not passed their probationary period as of ratification will only have one paid break as per the shift schedules below.

- (b) For employees working an eight (8) hour shift, overtime at the rate of time and one-half (1-1/2X) will commence after eight (8) hours and thirty (30) minutes.

For employees working a ten (10) hour shift, overtime at the rate of time and one-half (1-1/2X) will commence after ten (10) hours and forty (40) minutes.

- (c) Statutory holidays shall be considered as time worked for the purposes of calculating overtime for those employees eligible for the statutory holiday.

- 5.02 The Company agrees that time and one half (1½) shall be paid for all time worked in excess of eight (8) hours per day, five (5) days per week or forty (40) hours per week, except as described in 5.01(b) and:

- (a) Hours in excess of twelve hours in any one (1) day shall be paid at double time.

- (b) Weekend Work

All work performed on Sunday, unless part of an employee's regular work week, shall be paid at time and one-half (1-1/2X).

(c) Statutory Holidays Worked

All work performed on Statutory Holidays shall be paid at time and one half (1½) in addition to regular pay for that day.

All work performed over twelve (12) hours in one day shall be paid at two (2) times regular pay in addition to regular pay for that day.

(d) All overtime must have the prior approval of Management.

- 5.03 Overtime shall be voluntary and shall be allocated by shift seniority within the classification provided the employee has the requisite skill and ability. Overtime on Saturday or Sunday shall be on the basis of overall shift seniority within the classification provided the employee has the requisite skill and ability. In the event that insufficient numbers of employees volunteer, the Company will allocate overtime by reverse seniority.

All work to be performed on Saturday and/or Sunday shall be posted as soon as the Company becomes aware of such work.

Employees who were at work that day and either completed their shift or were authorized to leave early, that were unable to view the posting, shall be called at home if they have the seniority to work on such occasions.

- 5.04 Approved overtime pay shall be included on the pay cheque following the period during which overtime was worked.

- 5.05 Employees will be eligible for breaks as per their assigned shift structure outlined in Schedule B.

- 5.06 Employee(s) required to work overtime greater than two (2) hours at the end of their required shift may take a fifteen (15) minute unpaid break at their option prior to starting overtime.

- 5.07 When an employee is called back to work in case of an emergency outside their scheduled hours of work, and that employee is required to make an additional trip to and from work that day, they shall be finished when the emergency is over, but shall be paid at the greater of (a) three (3) hours at their straight-time pay, or (b) for the time actually worked, at the overtime rate of pay.

- 5.08 Any employee who reports for work and is fit for work and who by reason of a breakdown of machinery or any other cause for which they are not responsible, are dismissed for the day, shall receive at least two (2) hours' pay at their applicable rate of pay.

If the employee was scheduled to work a shift greater than eight (8) hours, they shall receive at least four (4) hours' pay unless the reason for dismissal is completely beyond the Company's control.



5.09 Staff Meetings

Staff meetings as required by the Employer, whether on or off the premises, shall be considered as time worked and paid for at the employee's applicable rate.

5.10 The Company agrees to pay all eligible employees statutory holiday pay on each of the following statutory holidays:

New Year's Day	Labour Day
Family Day	<b>Truth and Reconciliation Day</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

All employees will receive holiday pay at their normal rate of pay, provided that:

- i) the individual has been employed for a minimum of thirty (30) calendar days.
  - ii) the employee has earned wages for at least fifteen (15) days (including missed work days in connection with an accepted WCB claim) during the thirty (30) calendar days immediately preceding the holiday.
  - iii) Employees will be paid if they work the last scheduled shift before and the first scheduled shift after such a holiday if they are scheduled plus any additional days proclaimed as General Holidays by the Federal and Provincial Government.
- 5.11 If a paid statutory holiday falls on a weekend, the Friday prior to the weekend or the Monday immediately following the weekend shall be observed as the holiday. The Employer shall designate the date of observance by the end of January for all holidays for the year, including New Year's Day of the following year. In the event that the Company changes the designated day of observance and fails to give two (2) weeks' notice, then all hours worked on that shift shall be payable at the applicable overtime rate. When either or both Christmas Day and Boxing Day fall on a weekend, the Company will have the flexibility to schedule the dates between the Thursday preceding and the Tuesday following the holiday.
- 5.12 If a paid holiday falls within the employee's vacation period, the Company shall allow the employee concerned the option to take a compensatory day's holiday with pay, one day prior to or one day after the vacation at the discretion of the employee. If more employees than the Company can accommodate request a specific day off, seniority within the Operational Group(s) shall be the determining factor.
- 5.13 The Company shall provide a time and attendance system to enable employees to record their own time for payroll purposes. Employees shall have an obligation to ensure they use the time and attendance system consistently to record the times they start and finish work. Employees risk delays in payments for hours not reported. A timecard shall be provided upon request. Time clocks in the building shall be set at the same time in coordination with the Shop Steward. The number of clocks will be

determined by the Employer and there shall be a minimum of one (1) clock per work center.

5.14 There shall be no pyramiding of overtime or other premiums provided for in this Agreement.

5.15 Accommodation for Religious High Holy Days

Employees shall have the right to absent themselves from working on up to two (2) of their officially recognized religious high holy days. Whenever possible this shall be accomplished by using either a vacation day, or other day which is owed. When the employee has no such days owing them, then the day off may be without pay. These days (not to exceed two [2]) days per employee per year shall be subject to mutual agreement between the Company and the Union. A meeting shall be held in December of each year between representatives of the Company and the Union to allocate these days for the following year.

5.16 Employees working in a classified position shall be paid a minimum of two (2) hours pay for a shift.

5.17 Restriction of Availability

Any employee who wishes to work less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer, which will be subject to approval. One copy of the form is to be e-mailed to the Union by the Employer.

Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur (i.e. layoffs), the junior employee, whether or not he or she is of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing.

Employees shall have the option of restricting their weekly hours of work up to three (3) times per calendar year.

All changes shall be effective within two (2) weeks of receipt by the Employer. Restricted employees do not have a right to claim any hours above their restriction.

Employees will be permitted to restrict their availability to 4 work days per week through the process above. Any request to restrict ones availability less than 4 work days, needs to provide the prorated portion of the employer costs of the benefits calculated based on their availability. Employees with restricted availability will not accrue seniority for the days that they are not available

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor.

5.18 Weekday Restriction

Employees are eligible to submit a restriction to be scheduled off any one weekday. This Weekday Restriction shall be granted by seniority. Employees can change their Weekday Restriction up to three (3) times per calendar year.

5.19 Personal Time Off (P.T.O.)

Full-time employees (working more than 37.5 hours per week) may request to leave prior to the completion of their scheduled shift.

If granted, this Personal Time Off (P.T.O.) shall be unpaid and will be counted as a scheduled absence.

5.20 Part Time

Part Time shall be available to a limited number of employees, subject to operational requirements, if requested in writing to the employer including when the employee would like the part time hours to begin, the duration of the part time hours, and the requested schedule including total hours per week. Part Time shall be defined as less than 35 hours worked per week.

**ARTICLE 6 – Annual Vacations**

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6.01 Any full-time employee who, on the 1st day of January in each year has completed less than one (1) year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the *Employment Standards Act*.

Full-time employees with one (1) year of service up to five (5) years of service shall accrue vacation pay at 4.00%.

Full-time employees with more than five (5) years of service shall accrue vacation pay at 6.00%.

Full-time employees with more than ten (10) years of service shall accrue vacation pay at 8.00%.

Full-time employees with more than fifteen (15) years of service shall accrue vacation pay at 10.00%.

Full-time employees with more than twenty (20) years of service shall accrue vacation pay at 12.00%.

6.02 Calculation of Vacation Pay

Vacation pay shall be paid as a continuation of the regular period of pay to the extent that employees have accrued sufficient monies in accordance with the scale outlined in Article 6.01. Vacation pay will not be topped up for any time lost due to any leave of absence.

6.03 (a) For the purpose of calculating vacation, the reference year will be January 1 to December 31 of the preceding year.

(b) Ideally vacations must be taken in units of not less than one (1) week at a time designated by the employee. Employees shall be entitled to elect to take single days of vacation on an exceptional basis. It is agreed that vacation units of one-week periods shall take precedence over single days.

- 6.04 The following process shall be used for the selection of vacations:
1. Employees shall indicate their desired vacation times on forms provided by the Company. The annual vacation request period will be January 1 – February 15.
  2. The deadline for completion and return of these forms shall be February 15.
  3. The Employer shall post the approved vacation schedule, acceptable to the Union (formatting only), by no later than March 15.
  4. An employee may leave their vacation schedule open beyond February 15, however, any selections made after this deadline shall be dealt with on a “first-come, first-served” basis. In the event that two or more employees submit selections for the same vacation period on the same day, then operational requirements and seniority shall be the determining factor in deciding between these employees. If the Employer is relying on operational requirements to deny a worker a week of vacation, those reasons will be provided in writing to the worker involved. **An employee must book at least 50% of their entitled number of days.**
  5. Within the first week of September of each year the Company shall post a notice advising those employees who have not booked all of their vacation, that they must do so by October 1. Any employee who has not indicated their desired vacation time on the vacation schedule by November 1 shall be subject to placement on the vacation schedule at a time assigned by management.
  6. Employees who are off work on WCB or approved illness for the period of September to October inclusive, and who return to work after October 1st, shall be given 48 hours to choose their vacation dates or have them assigned by the Company.
- 6.05 In the event of an employee's employment terminating before the completion of a working year, such employee shall be paid, in lieu of vacations, an amount equal to the vacation earned in accordance with the scale outlined in 6.01 and 6.02 of this Agreement.
- 6.06 For vacation time off entitlement purposes only, an employee who returns to work following an absence covered by a protected leave such as pregnancy or parental leave, or compassionate leave, shall receive service credit for the period of absence as if the employee had been at work. No credit shall be received for any period in which the employee would otherwise have been laid off. Service credit does not include accrual for vacation pay. Employees will not have to take more vacation time off than vacation pay owed as long as it is in compliance with the B.C. *Employment Standards Act*.
- 6.07 The Company will pay full-time employees their vacation pay on their regular pay day.

## **ARTICLE 7 – Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal**

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7.01 In cases of layoff, except in unforeseen emergency situations, all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice:

After probation period ends and up to twelve (12) months' continuous employment: five (5) working days;

After twelve (12) months' continuous employment: two (2) weeks;

After thirty-six (36) months' continuous employment: five (5) working days per completed year of continuous employment to a maximum of eight (8) weeks.

7.02 The Company shall have no obligation to give notice or pay in lieu thereof where an employee resigns or is dismissed for cause.

## **ARTICLE 8 – Seniority**

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### 8.01 Seniority List

The Company shall furnish the Union with a seniority list showing length of continuous service with the Company for all employees. Such list shall be supplied to the Union twice annually, or when information is required to determine seniority in order to settle a disagreement.

### 8.02 Definition of Seniority

Seniority shall mean length of continuous service with the Company at the eCycle operation in Chilliwack. Length of continuous service or seniority can be lost and the employee deemed to be terminated if they:

- (a) Voluntarily leave the employ of the Company, or
- (b) Are discharged and such discharge is not reversed by the grievance procedure, or
- (c) Are absent without leave for a period greater than three (3) working days without reasonable cause, and after leaving a message with the telephone number of the employee on file with the Employer, or
- (d) After being laid-off by the Company, fails to report to work when recalled or cannot be located after a reasonable effort on the part of the Company. The method of contact by telephone, followed by a registered letter to the employee at their last known address will constitute a reasonable effort on the part of the Company and within five (5) working days of receipt of such notice the employee fails to report for duty, or advise the Company that they will return within five (5) working days, or if the registered letter is not picked up within seven (7) calendar days, the Company shall be entitled to assume that the said employee has left the Company's service voluntarily.

### 8.03 Layoff and Recall

To the extent possible, the Company's first recourse is to layoff but is not limited to this.

Seniority, and required skill and ability within their classification shall govern in case of layoff and recall. If the senior applicant is not recalled, they will be provided a letter outlining the reasons as to why the posting was awarded to another applicant.

In the case of the elimination of positions or when positions are moved to a different shift in accordance with 5.01 (a); and an employee(s) is affected, the bumping process shall be as follows:

- i) The employee(s) will advise the Plant Manager of their shift preference within five (5) working days of notification;
- ii) Employees get choice of available positions for which they have the required skills and ability on shift preference in (i) above, in order of seniority;
- iii) Employees bump into the position for which they have the required skills and ability on shift preference if seniority allows.

In the case of recall, the principle of "last laid off, first recalled" shall apply, provided that the employee has the skill and ability to perform the work after a trial period not to exceed five (5) days. This period may be extended by mutual agreement.

It is understood where a certification is required, the employee must possess said certification.

For employees with less than three (3) years of service, they shall be entitled to six (6) months of recall rights.

For employees with more than three (3) years of service, they shall be entitled to one (1) year of recall rights.

### 8.04 Reduction and Increase of Hours

The Company shall not reduce the weekly hours of work of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

Any disputes or disagreements arising from the interpretation or application of this clause shall be dealt with in accordance with the grievance procedure in this Agreement.

### 8.05 (a) Probation

A new full-time employee shall serve a probationary period of four hundred and eighty (480) working hours. Part-time employees shall serve a probationary period of four hundred eighty (480) hours worked. Upon successful completion of the probationary period, the employee shall be granted seniority status dating to their start date with the Company.

(b) It is agreed that a period of probation is a period during which the Company has the right to assess an employee to determine whether such employee is, in the opinion

of the Company, an acceptable fit for employment. It is therefore recognized that a probationary employee may be released at the sole discretion of the Company. There shall be written evaluations of all probationary employees approximately midway through the probationary period.

(c) Job Posting

When vacancies occur, the job shall be posted for five (5) working days. Such job shall be posted on the bulletin board by 12 noon and witnessed by a shop steward. The applicant with the greatest seniority who has the certifications, skill and ability to perform the required work shall be awarded the vacancy. It shall be the responsibility of the Company to see that the successful applicant is trained in all facets of the new position. This does not necessarily include acquiring certifications needed. Transfers to posted jobs shall be made within thirty (30) days of closing of the posting. If the senior applicant is not awarded the position, they will be provided a letter outlining the reasons as to why the posting was awarded to another applicant.

Each job shall indicate the job classification by the operation groupings, any regular cross-functional responsibilities, and the hours of the shift. The Company is to consult the Union on new job creation with regard to job description and wages.

To the extent possible, the Company's first recourse is to hire full-time and to schedule full-time hours but is not limited to this. Available hours of work shall be given to senior employees provided they are available and have the skills and ability to perform the work.

- i) If the successful applicant for any posted vacancy is unsatisfactory within the first thirty (30) working days in the new position, the Company shall transfer that employee back to their previous position and fill the vacancy with the next most senior applicant with the necessary skill and ability to perform the required work.
- ii) During their trial period, employees shall meet with their immediate supervisor on a regular basis for the purpose of reviewing their performance to date.
- iii) The decision of the Company may be appealed through the grievance procedure.

(d) Temporary vacancies of not more than sixty (60) working days shall be filled at the discretion of the Company.

Temporary vacancies of more than sixty (60) working days shall be posted for all employees as a "Temporary Position" indicating the estimated duration of the vacancy and the name of the person who is absent. When the employee returns to work (in accordance with Article 8.02) they shall return to their previous position.

If the employee does not return (in accordance with Article 8.02), the position will then be posted as a regular vacancy.

(e) Cross-functional duties shall be assigned by reverse seniority, factored by skills and ability, from within a job classification as determined by management. Should an

employee in that classification indicate a willingness to perform the cross-functional duty, they shall be assigned the duty provided they possess the required skill and ability to perform the work.

- (f) When a job is eliminated, resulting in an employee being reassigned to a position with a lower pay rate, the employee shall see their pay rate reduced by the differential between the two rates.

## **ARTICLE 9 – Leave of Absence**

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### **9.01 Bereavement Leave**

Five (5) paid days at the time of the death of their spouse, child, father or mother. \*The expression “spouse” denotes two persons who are married and cohabit, or two persons who have lived in a marital context, for at least one year.

Three (3) days of paid leave at the time of death of a brother, sister, mother-in-law or father-in-law or grandchild.

Two (2) days of paid leave at the time of the death if a brother-in-law, sister-in-law, grandparent, son-in-law or daughter-in-law. \*B.C. employees are eligible for a 3rd leave day (unpaid) for the death of a grandparent.

One (1) day of unpaid leave to an employee on the day of the funeral of any other member of his or her family.

One (1) day of paid leave to an employee on the day of the funeral of any step relation.

The paid leave days stipulated are paid at the regular hourly rate for the regular shift of the employee. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or time of service.

### **9.02 Jury Duty**

Any employee of the Employer summoned to appear for jury duty or as a witness shall be paid wages, up to a maximum of eight (8) working days, amounting to the difference between the amount paid them for such service and the amount they would have earned, provided that they would have worked if they had not been on such duty.

### **9.03 (A) Pregnancy Leave**

- (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:

- (a) no earlier than 13 weeks before the expected birth date, and

- (b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.



- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
  - (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

9.03 (B) Parental Leave

- (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
  - (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
  - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and

(c) [Repealed 2011-25-327.]

(d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

#### 9.03 (C) Notice Required for Pregnancy and Parental Leave

It is understood and agreed that an employee can give notice of request of all leaves described in Article 9.03 (A) and (B) above at one time. Should the employee decide to return to work earlier than the maximum fifty-two (52) week leave, they shall be required to give four (4) weeks' notice of their intention to return to work but at no time less than two (2) weeks' notice.

#### 9.04 Leave of Absence

The Company at its discretion may grant a Leave of Absence without pay to an employee for extraordinary personal reasons. Such leave shall not be unreasonably withheld.

The following terms and conditions apply:

1. Written application for the leave shall be submitted through the Company. Notification of the person going on leave shall be provided to the Company and the Union. The Company will provide a copy of the written response to both the employee and the Union Representative.
2. The employee must exhaust all accrued but unused vacation first as part of the leave period.

3. If more than one employee requests a leave of absence during the same time period, operational requirements and seniority shall be the determining factor in scheduling the leave.
4. The period of time off related to non-protected leave will not count towards time worked for vacation entitlement or accrue seniority during such leave.
5. One (1) months' notice of return to work must be given to the Company unless a return date has been established prior to leaving. An employee failing to return from a leave of absence at the prescribed date shall be deemed to be terminated and lose seniority in accordance with Article 8.02.
6. During the period of such leave, the employee will be required to self-pay their pre-leave benefits in advance if the employee chooses to continue their benefits while on leave.
7. If the employee acquires a leave of absence for one purpose and uses it for another, the leave shall be immediately cancelled and discipline up to and including dismissal will be undertaken.
8. While on leave, the employee shall not take employment with any other enterprise, including self-employment (excluding Union Leave in 9.05(d). (Violation of this provision will result in termination.)
9. It is understood a person on leave could be offered minimal part-time work with the Company without seniority or rights to such work, for duration of a leave.

9.05 Leave for Union Business

- (a) Leave of absence without pay to negotiate the renewal of this Agreement shall be granted upon request for up to three (3) employees who may be elected or appointed.
- (b) Employees who are elected or appointed to attend any function of ten (10) working days or less (limited to one (1) ten- (10)-day period per year) on behalf of the Union shall be granted a leave of absence without pay upon request. Approval of requests for leaves of absence for more than two (2) employees at the same time shall be subject to operational requirements.

The foregoing ten (10) working day limit shall not apply during Collective Agreement negotiations.

- (c) Employees on leave under paragraph (a) or (b) above shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the work performed prior to the leave. The Employer shall pay the employee as if at work, including all benefits, inclusive of vacation, and bill the Union.
- (d) Where an employee is selected to work as a Union Representative, **they** may be granted a leave of absence for a period of up to one (1) year, provided that not more than one (1) employee shall be absent on said leave at any one time. Upon their return to work, they shall be reinstated in the work performed prior to the leave

provided said work has not become redundant or in such case, one of comparable rating based upon qualifications, skill and ability and availability. Seniority accrual will be recognized for up to six months of such leave, but seniority will otherwise be frozen thereafter.

9.06 Family Responsibility Leave

As per Section 52 of the *Employment Standards Act*, an employee is entitled to up to five (5) days of unpaid leave each employment year to meet responsibilities related to:

- i) the care, health or education of a child in the employee's care; or
- ii) the care, or health of any other member of the employee's immediate family.

9.07 Compassionate Care Leave

(1) In this section, "family member" means

- (a) a member of an employee's immediate family, and
- (b) any other individual who is a member of a prescribed class.

(2) An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

- (a) the date the certificate is issued, or
- (b) if the leave began before the date the certificate is issued, the date the leave began.

(3) The employee must give the employer a copy of the certificate as soon as practicable.

(4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.

(5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:

- (a) the family member dies;
- (b) the expiration of 26 weeks or other prescribed period from the date the leave began.

(6) A leave taken under this section must be taken in units of one or more weeks.

(7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection,

the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

9.08 Citizenship Leave

The Employer agrees to allow an employee a one day unpaid Leave of Absence for the purpose of attending their Canadian Citizenship Ceremony.

9.09 Domestic and Sexual Violence Leave

**If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:**

- a) **to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;**
- b) **to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;**
- c) **to obtain for the employee or eligible person psychological or other professional counselling service in respect of a psychological or emotional condition caused by the domestic or sexual violence;**
- d) **to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;**
- e) **to seek legal or law enforcement assistance for the employee or eligible person, including preparing or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;**
- f) **any prescribed purpose.**

**If an employee requests leave under subsection (3), the employee is entitled to each during a calendar year to**

- a) **up to 5 days of paid leave,**
- b) **up to 5 days of unpaid leave, and**
- c) **up to 15 weeks of additional unpaid leave.**

**If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.**

**The above paid leave shall be calculated using the calculations in the *Employment Standards Act*.**

**9.10 Sick Leave**

After 90 consecutive days of employment, an employee., for personal illness or injury, is entitled, in each calendar year, to

- a) paid leave for five (5) days, and
- b) unpaid leave for up to three (3) days.

If requested by the employer. The employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave under this section.

Each day of paid leave under this section shall be an average day's pay, determined by the following formula:

**Amount paid + days worked**

**Where**

**“amount paid” is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation time taken with that period, less any amounts paid or payable for overtime,**

**And**

**“days worked is the number of days the employee worked or earned wages within that 30 calendar day period.**

**ARTICLE 10 – Wages and Classification**

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10.01 Wages and classifications shall be in accordance with Schedule A which is attached. The Company agrees that any new classification or wage adjustment that may become necessary shall be covered by a supplement of this Agreement, which shall include any adjustments to the present wage rates made necessary by such new classifications. Additions or changes in work performed on a job, shall be the subject of collective bargaining between the Company and the Union.

10.02 All employees shall be paid by direct deposit as the first option. An itemized computation of an employee's pay shall be shown on the employee's pay slip, showing hours worked and rate of pay per hour and all deductions. Vacation accrued and paid shall be provided with the pay slip.

10.03 (a) The Company shall endeavour to make pay slips available as soon as possible every second Thursday.

Direct deposits of earnings shall be completed by or before end of business day every second Friday.

- (b) Employees shall be paid for all earnings in a pay period which shall commence on the Monday immediately following each payday and run through the next fourteen (14) days.
- (c) Should an error or omission occur on an employee's pay in accordance with Article 10.03 (b), the Company shall provide a **direct deposit** in the required amount, if requested by the employee and if the gross amount is in excess of \$50.00, within a week of such a request. If there are any modifications to pay cheques, employees are to be given ample advance notice. The employee is required to provide direct deposit information (a void cheque) by the 2nd day of employment.
- (d) Should an error occur due to an overpayment of wages, vacation pay, advances, expense reimbursement or other proven arrears, the Company is granted the right to deduct the corresponding monies owing from wages, vacation pay, and including final pay due to termination of employment, including termination with or without cause. Any error in excess of \$100.00, a payment schedule is to be worked out with the employee before any deduction occurs.
- (e) A Shop Steward will be present for any discussion regarding employees' incorrect pay or all matters affecting employee pay.
- (f) The Company will enroll new employees within their payroll system (ADP Workforce Now) at time of hire and assist with the setup and password, as well as provide a brief overview of the system and navigation.

10.04 Any former employee who is rehired starts at the entry wage appropriate for the job class and at day one for the purpose of seniority.

10.05 (a) Employees working an Afternoon Shift as per Schedule B will be paid a shift premium of one dollar (\$1.00) per hour in addition to their regular hourly rate.

(b) Work Centre Lead Hand Position

When vacancies occur, the job shall be posted for five (5) working days. Such job shall be posted on the bulletin board by 12 noon and witnessed by a shop steward. The applicant with the greatest seniority who has the certifications, skill and ability to perform the required work shall be awarded the vacancy. It shall be the responsibility of the Company to see that the successful applicant is trained in all facets of the new position. This does not necessarily include acquiring certifications needed. Transfers to posted jobs shall be made within thirty (30) days of closing of the posting. If the senior applicant is not awarded the position they will be provided a letter outlining the reasons as to why the posting was awarded to another applicant

10.06 Creating New Classifications

In the event the Company creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance procedures and Arbitration as allowed for in this Agreement.

#### 10.07 Company RSP Matching

The Employer will match employee contributions into the Company RSP Matching Program, which will consist of 3.00% of Base Earnings Matched for RSPs.

### **ARTICLE 11 – Safety and Health**

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11.01 (a) The Company shall make reasonable provisions for the health and safety of employees during their hours of employment.

(b) The Company agrees to operate within the requirements of Workers' Compensation Board Industrial Health and Safety Regulations, Industry Regulations (Health, Safety, and Security) First Aid Regulations and Occupational Environment Regulations.

The Company and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises.

The Company and Union will hold periodic Union-Management meetings for the purpose of reviewing health and safety activities and incident trends.

Health and Safety is included in our weekly toolbox talks. The employer will have a health and safety meeting with all employees to discuss items from the JEHSC meeting. This meeting will occur after the monthly JEHSC meeting.

#### 11.02 Safety Footwear/Work Boots

Upon successfully passing probation, the Company will reimburse employees for CSA green triangle footwear up to one hundred dollars (\$100.00). Upon achieving six (6) months of continuous employment, the Company will reimburse employees for up to an additional fifty dollars (\$50.00), and for replacement footwear once per year thereafter up to two hundred dollars (\$200.00).

\*Safety footwear is a mandatory PPE compliance requirement from start date. Reimbursement is subject to submission of an original receipt.

#### 11.03 Personal Protective Equipment (PPE) and Clothing

All Personal Protective Equipment and Clothing shall be provided given the employees role and the company shall be responsible for replacing all worn-out equipment. The equipment shall be of a quality sufficient for the purpose. Protective equipment to include appropriate quality industrial face masks, hearing protection, gloves, safety glasses and any other clothing or protective devices required for the tasks being performed.

Personal Protective Equipment (PPE) identified as mandatory compliance will be considered a bonafide occupational requirement and therefore, failure to comply will be addressed through progressive discipline.

#### 11.04 Joint Health and Safety Committee

A Workplace Joint Health and Safety Committee shall be chosen and act in accordance with the *Workers' Compensation Act*. The worker representatives on the Committee



shall be elected or chosen by the Union. Worker representation on the Committee shall be equal to or greater than Employer representation. Meetings shall be held at the worksite on paid time.

Committee Training: Committee representatives are entitled to eight (8) hours paid time and costs of taking health and safety training each year.

#### 11.05 Health and Safety Training for All Employees

All employees shall be thoroughly instructed in health and safety procedures that are to be observed in the workplace. This includes initial safety information and training for new employees and ongoing training when introducing employee to different equipment or procedures. When new equipment is added or an employee is required to use this equipment, they will be trained in its proper use within 10 working days.

Equipment or machinery that requires licensing or certification to operate will be operated only by those with the proper certification. Employees wishing to apply for a position requiring licensing or certification may be offered company-paid training for any such certification on a seniority basis.

Up-to-date copies of the Standard Operating Procedures (SOP) manual will be available for reference to all employees.

#### 11.06 WorkSafe Inspections

The Company agrees that when a WorkSafe BC inspector arrives at the plant for the purposes of an inspection visit or attending to the investigation of an accident a Union safety committee member shall be informed and where reasonably possible given the opportunity to meet with the inspector, for the duration of the plant tour.

#### 11.07 Job Rotation, Reducing Repetitive Strain

The Employer shall implement job rotation, and/or task variation where reasonably able in order to reduce repetitive strain and overuse injury hazards.

#### 11.08 First Aid

The Company shall pay for the cost of enrollment and compensate the employee to a maximum of eight (8) hours per day at their regular hourly rate while attending the course. The Employer shall designate a minimum of two (2) First Aid Attendants, to a maximum of four (4), who will be compensated at fifty cents (\$0.50) premium per hour.

#### 11.09 Right to Refuse Unsafe Work

Employees have the right and a responsibility to refuse to perform unsafe work in accordance with Part 3, Section 3.12 and 3.13 of WorkSafe BC Regulations.

11.10 The Company has invested heavily in systems protecting employees in the workplace; including environmental testing, engineering controls and compliance with Occupational Health and Safety hygiene policies. As part of ensuring the systems implemented to minimize exposure are functioning, the Company must monitor employees to ensure there are no changes outside of industry and/or government tolerances related to blood and hearing levels. Therefore, every employee is required to undergo such testing as

required at a rate of frequency determined by the Company. The Company agrees to limit the OHS testing to potentially harmful substances which employees may be exposed to while working for the Company. Individual blood test reports will be made available to employees in a confidential and timely manner.

- 11.11 The Employer is committed to upholding our sanitation and hygiene SOPs for all plants. eCycle will continue to monitor and make necessary changes and improvements to ensure we maintain 100% compliance.

## **ARTICLE 12 – Grievance Procedure**

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- 12.01 The Company and Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and their supervisor (supervisor includes supervisor, manager, or director).

A “Grievance” shall mean any difference or dispute concerning the interpretation, application, administration or violation of the Agreement.

Both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to any formal process, as this will benefit all concerned. If this fails to resolve the difference, the formal grievance process will begin at “Step 1”.

Step 1 – The grievance shall be reduced to writing and the aggrieved party shall bring the grievance to the supervisor and Human Resources to present and discuss the grievance in the presence of a shop steward or their designate within ten (10) work days of the grievance occurring. After such discussion as is necessary, the supervisor, or their designate shall within ten (10) workdays give their decision in writing to the grievor and the shop steward.

- 12.02 Step 2 – If the grievance is not resolved within ten (10) workdays from the date of the written decision in step 1, it shall be referred to the Union’s Business Representative and the Director of HR or their designate. The parties shall meet within thirty (30) calendar days of receipt of the written decision of the manager as referenced in step 1 to resolve the grievance. The Director of HR or their designate shall render their decision in writing within seven (7) calendar days after such meeting.

- 12.03 Step 3 – If the grievance is not resolved the Union or Company may submit the grievance to Arbitration (per article 13) within thirty (30) calendar days of the written decision as referenced in step 2. The notice shall contain the name of their nominee for Arbitrator.

- 12.04 As an alternative to Arbitration, the parties may mutually agree in writing to pursue a third-party process including the selection of the third party, herein referred to as the Troubleshooter, to reach a binding resolution to the grievance.

The parties agree that the Troubleshooter process shall be an informal process that does not involve representation by legal counsel. Prior to issuing a decision, the

Troubleshooter may attempt to engage parties in mediation discussions with a view to developing a mutually agreeable settlement to the grievance.

Decisions of the Troubleshooter shall be in writing, shall be without prejudice, and not set a precedent. It is understood that once the parties have agreed to pursue a grievance through an alternate third-party process, the matter is subject to the agreed process and cannot be submitted to Arbitration.

12.05 Time limitations may be extended by mutual agreement in writing between the parties.

Any grievance which is not raised within the time specified in this agreement or which is not processed through the next step of the grievance procedure or carried through to arbitration or an alternate third-party process within the time specified in the agreement shall be deemed to have been abandoned by the party initiating the grievance.

### **ARTICLE 13 – Arbitration**

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13.01 The Board of Arbitration shall be composed of a single arbitrator as agreed to by the parties. (The parties may, by mutual consent, agree to a three (3) person board of arbitration.)

13.02 Within thirty (30) days of appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

13.03 Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

13.04 In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

13.05 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

13.06 BC Labour Code Section 104

At any time prior to arbitration the parties may agree to refer the dispute to Section 104. If referred the parties agree that the decision will be final and binding.

13.07 Troubleshooter

An Arbitrator as per the Registrar of Arbitrators, agreed by the parties, shall be scheduled to conduct expedited hearings on the following basis:

- a) Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.

- b) Only grievances where the parties have shared all relevant information regarding the grievance and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
- d) Decisions of the troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
- e) Legal counsel shall not be used by either party.
- f) It is understood that the Troublesooter costs are split on a 50/50% basis by the parties.

#### **ARTICLE 14 – Health and Welfare Benefits**

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14.01 Benefits as provided in Benefits Booklet for eCycle employees after three (3) months of full-time employment. Vision Care at one hundred dollars (\$100.00) per year, or two hundred dollars (\$200.00) every two years.

#### **ARTICLE 15 – Miscellaneous**

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##### 15.01 Bulletin Boards

The Employer shall allow the Union to install a maximum of two (2) bulletin boards for the use of the Union at the appropriate locations in the plant upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. No political or related bulletins shall be posted with the exception of internal union elections.

##### 15.02 General Orientation

The Employer agrees to provide a Union Representative or Shop Steward no more than twenty (20) minutes, two (2) times per month, for an orientation period for the familiarization of new employees in the bargaining unit with the general conditions and responsibilities with respect to this collective agreement and to the Union.

##### 15.03 Union Decal

The Employer agrees that during the term of this Agreement it will permit the Union to supply and hang its union decal. Such decal shall be displayed in a prominent position on the Union bulletin board.

15.04 An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs, if, as a result of

such injury they are sent home or to the hospital or for medical attention or instructions from the first aid attendant or by a representative of the Employer.

15.05 Personnel Files and Disciplinary Records

An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any document relating to the disciplinary action, other than formal employee appraisals, shall not be referenced from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing. When such notice is sent to any employee, a copy thereof shall be sent to the Chief Shop Steward. The above is subject to the right of the Union to grieve.

15.06 No Strikes or Lockout during Life of Agreement

During the life of this Agreement, the Union agrees that there shall be no strikes, walkouts, slowdowns or work stoppages for any reason whatsoever. The Employer also agrees that it shall not lockout its employees. It is further agreed that any disputes shall be resolved through the grievance procedure.

15.07 Jurisdiction

Only members of the bargaining unit may perform bargaining unit work in any area of the plant.

15.08 Doctor's Notes

For work related incidents, the Employer agrees to pay the cost of any Functional Abilities Forms (FAF) or Doctor's notes requested, up to a maximum of fifty dollars (\$50.00) upon receiving the appropriate receipts.

15.09 Joint Consultation

The Chief Steward and one Shop Steward will meet with the Plant Manager at the request of either party. At these meetings discussion will take place on matters which may affect the welfare of employees under the Collective Agreement. Unresolved issues will be referred to the JLM committee.

15.10 Joint Labour Management (JLM) Committee

The parties agree to the formation of a Joint Labour Management (JLM) Committee, consisting of a balanced group of up to three (3) Management representatives designated by the Employer, and up to three (3) Worker representatives designated by the Union, with representation from both shifts.

The JLM Committee shall meet quarterly, or more often as needed, for the purpose of a meaningful exchange of ideas and information on matters of a mutual concern to the parties. Each party shall provide to the other party their list of agenda items no later than one week prior to the meeting, within reason. The parties agree that the JLM

Committee shall not use this forum to discuss grievances, but rather to foster a positive labour relations environment.

The Union Committee shall be paid their regular hourly rate for time spent at meetings. These meetings shall be held during normal work hours.

15.11 No Contracting Out

Effective date of ratification, persons, whether employed by the Employer or from outside, shall not perform work on any jobs which are included in the bargaining unit when such work would result in a reduction of the workforce or prevent their recall from layoff.

15.12 Water

The Employer shall ensure that employees have adequate access to fresh drinking water during work.

15.13 Uniforms and Lockers

The Employer shall have a changing room on site and shall provide each employee with a locker to store uniforms and personal items.

15.14 Washrooms

The Employer and all employees have responsibility for keeping the washrooms, change rooms and break rooms properly maintained and clean. Employee responsibilities do not extend to include such activities as janitorial services unless identified as a classification and assigned through posting or hired into as required.

15.15 Maintenance of Adequate Heating Facilities

The Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or WorkSafe BC Regulations.

15.16 Job Descriptions

The Employer agrees to provide job descriptions and post all job descriptions. If changes are required, the Shop Stewards will be informed prior to toolbox talks.

15.17 Hygiene Times

Hygiene times are provided at each break, but not at the start of the shift or end of the shift.

15.18 Casual (Temporary) Workers

The company may hire Casual (Temporary) Workers for periods with exceptional production requirements. These employees will be given notification at hiring of their Casual employment status.

- All Casual labor will remain as probationary status throughout their Casual employment.

- Casuals will form part of the collective agreement, and be members of the UFCW.
- Casuals will be employed to enhance the workforce and will not replace any Full Time positions within the bargaining unit.
- Casuals will have a separate seniority list maintained.
- Casuals will be paid for any work performed as per the collective agreement.
- Casuals will not be guaranteed hours of work.
- Casuals will be laid off prior to any Full Time employees.
- No Casual will be eligible for Overtime unless all FT employees have been asked that possess the skill, training and ability to perform the Overtime work available.
- Casuals will be given preferential consideration for hiring when Full Time employment becomes available by seniority.
- Should a Casual become a Full Time employee, all hours worked, as a Casual employee will be used towards their probation period.

On a bi-monthly (every two months) basis the Employer shall meet with Shop Stewards to review casual employee hours for the purpose of determining any full time positions.

15.19 Duty to Accommodate

The Company recognizes that it has a Duty to Accommodate in accordance with the provisions of the Human Rights Act of British Columbia.

15.20 Return from Long Term Disability or WCB Policy

Modified Work Programs: the Company will accommodate ill or injured employees by providing modified work in order to assist them in their rehabilitation process. Modified work may take the form of modified duties and/or hours of work.

**ARTICLE 16 – Expiration and Renewal**

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16.01 This Agreement shall be for the period from and including **May 1, 2023** to and including **April 30, 2026** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement in writing, effective **April 30, 2026** or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union upon commencement of lawful strike in compliance with the *Labour Relations Code* of British Columbia, or

(2) The Company upon commencement of lawful lockout in compliance with the *Labour Relations Code* of British Columbia.

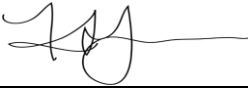
(3) When mediation procedures have been exhausted.

The operation of Section 50(2)(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

AGREEMENT SIGNED THIS 11th DAY OF September, 2023.

**FOR THE UNION**  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

**FOR THE EMPLOYER**  
eCYCLE SOLUTIONS INC.



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Kim Novak, President

**Kulvir Bains**

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Kulvir Bains



## **SCHEDULE A**

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### **JOB CLASSIFICATIONS AND WAGES**

- **General Labourer 1 (Batteries, Deboxing, AMS sorter, Break apart, Special projects)**
- **General Labourer 2 (ACC, HA, CRT, RPTV, FPTV, Desktop, Triage)**
- CRT Loader
- Forklift
- Shipping/Receiving with Forklift
- Shipping/Receiving without Forklift
- Equipment Maintenance
- Baler/Bobcat
- **AMS Technician**

#### Red Circled Employees

**These employees will remain at their current wage until they reach an equal or higher rate in year 3. However, they will be awarded a sign on bonus of \$750.00 one time upon ratification:**

- **Martinez Soto, Maria**

**These Employees will remain at their current wage until they reach an equal or higher pay rate in year 2. However, they will be awarded a sign on bonus of \$750.00 one time upon ratification:**

- **Banks, Graham**
- **Kelly, Patrick**

## WAGE GRIDS

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Classification	Current Wage May 1 <sup>st</sup> , 2022	May 1 <sup>st</sup> 2023	% Increase	May 1 <sup>st</sup> , 2024 3%	May 1 <sup>st</sup> , 2025 3%
GL 1	16.50	17.25	4.5%	17.77	18.30
GL 1 RED (Pat and Graham)	17.42	17.42	0%	17.77	18.30
GL 2	16.50	17.85	8%	18.39	18.94
GL 2 RED (Maria)	18.46	18.46	0%	18.46	18.94
CRT Loader	17.76	18.61	5%	19.17	19.74
Forklift	18.28	19.13	5%	19.70	20.30
Shipper/Receiver No Fork	19.50	20.35	4%	20.96	21.59
Bobcat/Baler	19.50	20.35	4%	20.96	21.59
AMS technician	19.50	20.35	4%	20.96	21.59
Shipper/Receiver With Fork	20.11	20.95	4%	21.59	22.24
Maintenance 1	20.71	21.56	4%	22.21	22.87
Work Centre Lead Hand	\$0.50 Premium	\$0.50 Premium		\$0.50 Premium	\$0.50 Premium

## SCHEDULE B

### Shift Configurations (Re: Article 5.01(a))

	SHIFT		IN	OUT	Break 1	Break 2	Break 3	
<b>Current</b>	Day	5 x 8.5	7:30	16:00	20 mins paid	20 mins paid	N/A	Shift duration 8.5 hrs @ 8.5 hrs paid, 8 hrs 10 mins worked (40 mins breaks + 10 mins hygiene)
	Day	5 x 8.5	7:30	16:00	25 mins paid meal break	25 mins unpaid	N/A	Shift duration 8.5 hrs @ 8hrs paid, 7 hrs 35 mins worked (50 mins breaks, 25 mins unpaid inclusive of hygiene)
	Aft	4 x 10	16:00	2:00	20 mins paid	20 mins paid	10 mins paid	Shift duration 10 hrs @ 10 hrs paid, 8 hrs 55 mins worked (50 mins breaks + 15 mins hygiene)
<b>Additional Shift Configurations</b>	Aft	4 x 10.5	16:30	3:00	25 mins unpaid meal break	20 mins paid	10 mins paid	Shift duration 10.5 hrs @ 10 hrs paid, 9 hrs 20 mins worked (55 mins breaks + 15 mins hygiene)* Possible this could be 15:50 – 2:00 depending upon day shift timing.
	Aft	4 x 10	16:00	2:00	20 mins paid	20 mins paid	10 mins unpaid	Shift duration 10 hrs @ 9.5 hrs paid, 8 hrs 55 mins worked (50 mins breaks + 15 mins hygiene)
	Aft	5 x 8.5	15:30	0:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7.5 hrs worked (50 mins break + 10 mins hygiene)
	Aft	5 x 8.5	16:30	1:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7.5 hrs worked (50 mins break + 10 mins hygiene)
	Aft	5 x 8	15:00	23:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)
	Aft	5 x 8	16:00	0:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8.5	7:00	15:30	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8.5 hrs @ 8. hrs paid, 7.5 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8.5	8:00	16:30	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7.5 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8	8:00	16:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8	7:00	15:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8	10:00	18:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)
	Day	5 x 8	12:00	20:00	30 mins unpaid meal break	20 mins paid	N/A	Shift duration 8 hrs @ 7.5 hrs paid, 7 hrs worked (50 mins break + 10 mins hygiene)

	Day	4 x 10	7:00	17:00	25 mins unpaid (including hygiene)	25 mins paid (including hygiene)	15 mins unpaid (including hygiene)	Shift duration 10 hrs @ 9.33 hrs paid, 8 hrs 55 mins worked
	Day	5. x 8.5	7:00	15:30	25 mins paid meal break	25 mins paid	N/A	Shift duration 8.5 hrs @ 8.5 hrs paid, 8 hrs worked (50 min paid breaks)
	Day	5 x 8.5	8:00	16:30	25 mins paid meal break	25 mins paid	N/A	Shift duration 8.5 hrs @ 8.5 hrs paid, 8 hrs worked (50 min paid breaks)
<b>New Shift option for New Hires</b>	Day	5. x 8.5	7:00	15:30	25 mins paid meal break	25 mins unpaid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7 hrs 35 mins worked (50 mins breaks, 25 mins unpaid inclusive of hygiene)
	Day	5. x 8.5	7:30	16:00	25 mins paid meal break	25 mins unpaid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7 hrs 35 mins worked (50 mins breaks, 25 mins unpaid inclusive of hygiene)
	Day	5. x 8.5	8:00	16:30	25 mins paid meal break	25 mins unpaid	N/A	Shift duration 8.5 hrs @ 8 hrs paid, 7 hrs 35 mins worked (50 mins breaks, 25 mins unpaid inclusive of hygiene)
	Aft	4 x 10	16:00	2:00	20 mins paid	20 mins unpaid	10 mins unpaid	Shift duration 10 hrs @ 10 hrs paid, 8 hrs 55 mins worked (50 mins breaks + 15 mins hygiene)

## **SCHEDULE C**

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### Employee Benefits

Eligible Employees are defined as a Full-Time Employee having passed three (3) months of employment with the Company, as well as having passed probation and submitted their completed enrollment application within thirty (30) days of becoming eligible.

Benefit Plan coverage shall continue as currently available Vision Care, Extended Medical, Dental, Life and Dependent Life, Accidental Death & Dismemberment and Long-Term Disability, Group RRSP and Vision. Benefit Plan enrollment and description documents will be made available to Employees.

The Employer shall pay 60% of the premium cost of Extended Medical and Dental, 100% of Vision and the Group Benefits – Life and Dependent Life, Accidental Death & Dismemberment and Long-Term Disability. Participation in the Group Benefit Plan is mandatory.

The Employer reserves the right to change insurance carriers at any time, provided that the level of benefits is maintained or increased.

The Employee's share of premium costs shall be paid through payroll deductions or during any unpaid leave, as arranged with scheduled payments, consisting of post-dated cheques provided to the Company prior to the unpaid leave.

## **LETTER OF UNDERSTANDING #1 Re: Psychological Harassment**

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The objective of this Letter of Understanding is to reflect the agreement of both parties as to the essential need for an effective Workplace Harassment and Violence Program, that the following policy meets or exceeds employer obligations, and the Company has reserved the right to amend the policy at their discretion as/when appropriate. Consultation with the Union will be addressed in the event of any material changes.

### **POLICY CONCERNING PSYCHOLOGICAL HARASSMENT OR ANY OTHER FORM OF WORKPLACE VIOLENCE**

This policy is based on eCycle Solutions' desire to provide employees with a positive workplace environment favourable to human dignity, in a climate of mutual respect, cooperation and understanding among all employees, as well as towards third parties. It is inspired by the Charter of Human Rights and Freedoms, an Act respecting occupational health and safety as well as labour standards.

Each of us must adopt a clear and respectful attitude toward all parties, particularly if confronted with situations involving psychological harassment or workplace violence. Together, we ensure harassment and workplace violence are not present in our workplace.

#### **1. PURPOSE**

- 1.1 To prevent psychological harassment and workplace violence and ensure our workplace remains exempt from both.
- 1.2 This policy is aimed at preventing intolerable conduct and to make known our formal position regarding this issue. eCycle Solutions wishes to clearly convey that psychological harassment and workplace violence are condemnable behaviours. eCycle Solutions is committed to taking action to offer support adapted to the victims and to the employees in a workplace affected by psychological harassment or violence arising in the workplace.
- 1.3 The policy is aimed at raising the sensitivity of all employees as to their respective responsibility in maintaining a harmonious working climate exempt from harassment or violence. All employees must be in a position to do their jobs knowing the integrity of their person is respected and their rights regarding their reputation and privacy are secured.

#### **2. IMPLEMENTATION**

- 2.1 This policy applies to all eCycle employees including the relations between all employees at every level, as well as the relations between employees, the customers, the suppliers and the partners of eCycle Solutions.

#### **3. DEFINITIONS**

- 3.1 <<PSYCHOLOGICAL HARASSMENT>> means hurtful conduct displayed through repeated behaviours, words, acts or gestures that are hostile or unwanted, which affect or might reasonably affect the dignity or psychological or physical integrity of the employee, and which create a harmful workplace for the employee.  
\*One serious act may constitute harassment if it so affects the employee as to produce a continued harmful effect for them.

- 3.2 Violence in the workplace can manifest itself many different ways. It may be gestures of intimidation, threats or harassment when, in the workplace, an individual or group of individuals, through their words, behaviour or acts, intentionally or unintentionally affect the physical or psychological integrity of another individual or group of individuals.
- 3.3 Within the scope of eCycle Solutions' management rights, required interventions including: the planning, organization, direction and control of work to be done, does not constitute harassment or intimidation. These interventions must be carried out according to the general principles set out above and according to the law and collective agreements if any.
- 3.4 Definitions include sexual harassment and harassment on the basis of any of the grounds in the Charter of Human Rights and Freedoms (section 10); race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or use of means to moderate a handicap.

#### **4. RESPONSIBILITY OF THE PARTIES**

- 4.1 Everyone must contribute to a workplace free of psychological harassment and violence, by among other things:
  - A. Demonstrate an attitude of open-mindedness, trust and mutual respect;
  - B. Adopt and demonstrate a zero tolerance attitude regarding psychological harassment and workplace violence;
  - C. Deter anyone from harassing other people;
  - D. Encourage an apparent victim of psychological harassment to attempt, if at all possible, to resolve the problem with the presumed perpetrator of the psychological harassment;
  - E. Act as a witness in any situation where they noticed an apparent victim of psychological harassment or workplace violence and to give information to the person carrying out the investigation.
- 4.2 Every supervisor and manager has the responsibility to try and end any psychological harassment or any form of violence that **they** is aware or made aware of, and to quickly take steps to avoid the situation repeating itself. **They** must inform the Director of Human Recourses (HR) as soon as possible.
- 4.3 eCycle Solutions is committed to impartial, respectful and fair intervention and to act with discretion and confidentiality to settle the situation disclosed. eCycle Solutions shall not penalize a person who, in good faith, requests intervention.

#### **5. COMPLAINT SETTLEMENT PROCEDURE**

- 5.1 eCycle Solutions appoints the Director of HR as the person responsible for the application of this policy.
- 5.2 The Director of HR may delegate the procedure to a person in authority. The procedure shall at no time represent a substitute to recourses contemplated by the law or a collective

agreement, if any. Should another recourse be taken by the complainant at the same time, the Director of HR shall inform the complainant of their decision to defer their investigation or not.

- 5.3 Should the complaint involve the Director of HR, the complaint shall be directed to another person as appointed by the CEO.
- 5.4 At any time, a complaint may be brought verbally to a supervisor or manager with a goal to resolving the issue through early intervention. Any complaint thereafter must be set out in writing, signed and include: a description of the offending acts and timeline, identify the person or persons responsible for the alleged harassment or violence and any witnesses to the event(s). The complaint must be submitted to the local manager and the Director of HR as appropriate.
- 5.5 eCycle Solutions must deal with a complaint ASAP to intervene quickly, end the situation and prevent deterioration of the working climate. Complaints must be dealt with within thirty days of eCycle Solutions being advised of the situation, unless eCycle Solutions notifies the alleged victim of extenuating circumstances which reasonably warrant extension of the deadline.
- 5.6 The Director of HR will appropriately investigate the complaint to assess the facts, gravity and scope of the alleged acts. If need be, **they** may retain the services of an external resource to assist in the investigation. If the allegations turn out to be founded, **they** must take all reasonable steps to put an end to the harassment situation as soon as possible.
- 5.7 If the complaint appears allowable, the Director of HR may put in place temporary preventive measures to protect the victim.
- 5.8 If need be, the Director of HR will call in the person who is the subject of the complaint in order to attempt a conciliation and to find, with the person filing the complaint, a solution to the harassment or violent situation raised.
- 5.9 If need be, the Director of HR will inform the subject of the complaint of the progress of the complaint brought against **them**. The Director of HR also ensures presumption of the subject's good faith is respected, and their right to be heard.
- 5.10 This procedure may not be used improperly or in bad faith. A breach of this paragraph may entail disciplinary sanctions.
- 5.11 The Director of HR shall take appropriate steps to find a settlement, including discipline up to and including termination, for cause according to the gravity, the scale, the recurrence of the harassment or violence committed. In all circumstances, they will ensure means are put in place to ensure a healthy working climate.

## **6. SPECIFIC PROVISIONS**

- 6.1 eCycle will publish this policy and make it known to all of its employees.
- 6.2 The Director of HR is responsible for keeping or, as the case may be, the destruction, of any complaint files concerning psychological harassment or workplace violence.



AGREED THIS 16<sup>th</sup> DAY OF June, 2023.

**FOR THE UNION**  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

**FOR THE EMPLOYER**  
eCYCLE SOLUTIONS INC.



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Kim Novak, President

Kulvir Bains

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Kulvir Bains

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