

2022 - 2025
COLLECTIVE AGREEMENT

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

**UNITED STEELWORKERS
LOCAL 1-1937**

Effective December 1, 2022 to November 30, 2025

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THIS AGREEMENT entered into this 6th day of February of 2023.

BETWEEN:

NOBOCO STYRO CONTAINERS
(Hereinafter known as the "Company")

OF THE FIRST PART

AND:

UNITED STEELWORKERS LOCAL 1-1937
(Hereinafter known as the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union, and the employees, the full benefits of orderly and legal collective bargaining, to define the rates of pay, hours of work, and other conditions of employment of the employees in the bargaining unit, to provide for an orderly method of settling grievances which may from time to time arise and to ensure to the utmost extent possible, the safety and physical welfare of the employees, the economy of Company operations, the quality and quantity of output and the protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to cooperate fully, individually, and collectively, for the advancement of said conditions.

Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in any matter against any Company employee on the basis of any of the criteria outlined in the Human Rights Act of the Province of British Columbia.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of employees at and from 1921 Coulter Road, Campbell River, B.C., except Office and Supervisory personnel.
- (b) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit.
- (c) The Union agrees that Supervisory/Management personnel can continue to perform work that has been historically performed by such personnel.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the agreement, and which may include issues such as wages and working conditions.

Section 3: Bargaining Authority

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company further agrees that the only certification that they will recognize during the term of this Agreement is that of the United Steelworkers Local 1-1937 unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Company Operations

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

Section 5: Bulletin Board

A bulletin board shall be placed in a conspicuous place exclusively for the purpose of posting Union notices with respect to the Company's workplace.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

Except as otherwise limited by this Agreement the management and the operation of the Company and the direction and promotion of the working forces is vested exclusively in Management. Any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of Article XVII - Adjustment of Grievances.

Section 2: Hiring and Discipline

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

ARTICLE III - UNION SECURITY

Section 1: Cooperation

The Company will cooperate with the Union in obtaining and retaining as members the employees covered by this Agreement.

Section 2: Union Shop

All employees in the employment of the Company on or after the date of certification and all new employees shall, within fifteen (15) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-members

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

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers of America Constitution, and in accordance with the By-Laws of Local 1-1937.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union shall not be subject to discharge from employment.

Section 6: Check-Off

The Company shall require all new employees (Union positions) at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment shall be effective immediately.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union names therein not less often than once each month, with a written statement of names of the employee, job positions, rate of pay and seniority date for whom the deductions were made and in the amount of each deduction.

Section 7: Social Insurance Number

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

Section 8: Humanity Fund

For the purpose of international aid and development, the Company agrees to deduct one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to be calculated annually based on the hours worked in the previous calendar year as indicated on the employees annual T4, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

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

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

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four (4) weeks following ratification of the Agreement or annually only if submitted in writing to the company and the Local Union in February of each year.

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

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

Section 2: Composition

The Shop Committee shall consist of not less than three (3) employees and not more than four (4) employees with completed probationary period of employment with the Company who are members of the Union. Wherever possible, they shall be selected on a departmental basis. The performance of Shop Committee duties shall not result in a disruption of the Company's operations.

Section 3: Notification

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

Section 4: Exceptions

The provisions of Sections 1, 2, and 3 will not apply in reference to Article XIV - Joint Health and Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work in the Company shall be eight (8) hours per day and forty (40) hours per week.
- (b) Overtime shall be compensated at one and one-half (1 1/2) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of eleven (11) in a day and for all hours worked in excess of forty-eight (48) in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.
- (c) The Company agrees that overtime shall be offered to employees on the basis of seniority in a particular job classification. Employees shall have the option of working or not working the offered overtime.
- (d) If an insufficient number of employees with the ability to fulfil the job requirements volunteer for overtime, the Company shall have the right to assign overtime in reverse order of seniority.
- (e) The Company will schedule shifts in order of seniority subject to the competency to do the job. The Company will post work schedules for the following week by 2:00 p.m. on Thursday. If work schedules are not posted by 2:00 p.m. on Thursday, the Company will contact all employees who appear on the schedule in accordance with the procedure established between the Company and the Union. If the Company implements a graveyard shift, the Company and Union will meet to discuss possible solutions for any employee that has a childcare issue.

The Company will meet with the Shop Committee Chair or Shop Committee Designate and Warehouse Chargehand on Tuesday of each week, as required, to discuss the upcoming volumes and need for scheduled overtime.

The Company will endeavour to post for scheduled weekend overtime as early in the week as possible and by no later than 2:00 pm on Thursday when overtime is required.

- (f) The normal workweek shall be from Monday to Friday.
- (g) The Company shall provide an employee twenty-four (24) hours' notice of a change in shift. Where such notice cannot be given, the employee shall be paid overtime, in accordance with (b) above, for the shift.
- (h) When the Company operates the plant or any part thereof on a two or three-shift basis, employees shall alternate or rotate shifts every two (2) weeks.
- (i) If the Company wishes to change the shift scheduling from a Monday to Friday eight (8) hour per shift format, such alternative shift scheduling shall only be implemented by mutual agreement between the Parties.
- (j) If a Statutory Holiday occurs during the workweek, the employee shall only be required to work on their regular days off for the time lost due to the Statutory Holiday by mutual consent.
- (k) When the Company operates the plant or any part thereof on a two or three-shift basis, employees shall alternate or rotate shifts every two (2) weeks. When an employee takes leave for any reason, including vacation, the Company will, upon the employee's return to work, make every reasonable effort to place the employee on the shift that the normal rotation would have permitted had they not been absent. The previous sentence shall apply only if the second or third shifts are still operating and there has not been a reduction in shift staffing during the period of absence.

Section 2: Tuesday to Saturday

It is agreed that maintenance employees can be employed on a Tuesday to Saturday workweek for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at overtime rates in accordance with Section 1(b) above.

Section 3: Sunday to Thursday

It is agreed that Maintenance, Production, and Printing employees can be employed on a Sunday to Thursday workweek for which they will be paid straight-time for Sunday work. In such event, Friday and Saturday will be recognized as their rest days and any work performed on their rest days will be paid for at overtime rates in accordance with Section 1(b) above.

It is agreed that shipping and warehouse, employees can also be employed on a Sunday to Thursday workweek for which they will be paid straight time for Sunday work. In such event, Friday and Saturday will be recognized as their rest days and any work performed on their rest days will be at overtime rates in accordance with Section 1(b) above.

Section 4: Weekend Work

Weekend work performed by laid-off employees will be paid for at straight-time job rate except that a laid-off employee shall be considered a regular employee during the weekend of the week they are laid off and will be paid overtime rates in accordance with Section 1(b) above.

Section 5: Rest Periods

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

The unpaid meal period shall be scheduled near mid-shift. If the Company requires an employee to be available for work during their scheduled meal period, the meal period shall be counted as time worked and paid for in accordance with Article V, Section 1 of the Collective Labour Agreement and the employee shall be given a one-half (1/2) hour meal period with pay at some alternate time during the shift.

Section 6: Meal Allowance

Where employees are required to work two (2) hours or more overtime beyond their normal eight (8) hour shift, the Company shall provide a fifteen (15) minute paid break before beginning the overtime and add fifteen dollars (\$15.00) to the employee's pay.

Section 7: No Work Guarantee

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

Section 8: Eight Hours Free From Work

Except in the case of an emergency, the Company will ensure that each employee has at least eight (8) consecutive hours free from work between each shift worked.

Section 9: Split Shifts

Split shifts are to be completed within twelve (12) hours of the commencement of the shift.

ARTICLE VI - WAGES

Section 1: Wage Rates

The job classifications, effective dates, and rates of pay listed in Supplement No. 1 are agreed upon by the Company and the Union.

Section 2: Shift Differential

- (a) Afternoon Shift - A premium of fifty cents (\$0.50) per hour shall be paid for each hour of the shift, including overtime hours.
- (b) Graveyard Shift - A premium of one dollar and fifty cents (\$1.50) per hour shall be paid for each hour of the shift, including overtime hours.

ARTICLE VII - PAY DAYS

The Company shall provide for paydays every second week and each employee shall be furnished with an itemized statement of earnings and deductions, each pay.

ARTICLE VIII - STATUTORY HOLIDAYS

Section 1: Statutory Holidays

- (a) All employees shall receive the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any general holiday proclaimed and gazetted by the Government of British Columbia.
- (b) An hourly rated employee of the Company who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at their regular job rate including graveyard, chargehand, lead hand and afternoon premiums for their regular work schedule.
- (c) An employee who works on any of the holidays named in Section 1(a) herein shall be paid at one and one-half (1-1/2) times their regular job rate for the first eleven (11) hours worked in that day and two (2) times their regular job rate for all hours worked in excess of eleven (11) hours in that day in addition to receiving either, at the employee's option, another regular working day off with pay at their regular job rate or eight (8) hours pay at their regular job rate.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three (3) conditions:

- (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last scheduled workday before, and their first scheduled workday after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the Company.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the Company shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIII, Section 8(a) shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday as agreed upon between the Company and the Shop Committee.

Section 5: Arrangement for Change

In the event of a Statutory Holiday, other than Remembrance Day, falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively. An employee who qualifies for such Statutory Holiday on the day it occurs and works on that day will be paid for the Statutory Holiday at straight time rates.

ARTICLE IX - VACATIONS WITH PAY

Section 1: Vacation Entitlement

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

- (a) The annual vacation for employees with one (1) year of completed employment but less than four (4) years of completed employment shall be two (2) weeks and the pay will be based on four percent (4%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.

- (b) The annual vacation for employees with four (4) continuous years of completed employment but less than nine (9) years of completed employment shall be three (3) weeks and the pay will be based on six percent (6%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (c) The annual vacation for employees with nine (9) continuous years of completed employment, but less than thirteen (13) years of continued employment shall be four (4) weeks and the pay will be based on eight percent (8%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (d) The annual vacation for employees with thirteen (13) years of continued employment, but less than twenty (20) years of continued employment shall be five (5) weeks and the pay will be based on ten percent (10%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (e) The annual vacation for employees with twenty (20) years of continued employment and thereafter shall be six (6) weeks and the pay will be based on twelve percent (12%) of gross earnings during the twelve (12) months preceding the employee's last anniversary date.
- (f) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quality and regularity of production shall not be impaired.
- (g) An employee whose employment is terminated shall receive vacation pay at the percentage of the wages earned during the period of accrual in accordance with the employee's years of service.
- (h) All earned vacations must be taken or paid out each year.

Section 2: Vacation Time

- (a) Vacations for employees shall be scheduled in accordance with part (c) below.
- (b) All earned vacation must be taken in the year for which it was earned. There shall be no deferring of vacation time.
- (c)
 - (i) The Company shall determine how many employees from each classification may be away on vacation at any one time.
 - (ii) Employees shall be able to schedule their vacations by April 30th of each calendar year for the twelve (12) month period commencing May 1st, based on seniority and the employee's current classification.
 - (iii) Employees shall be notified by the Company of their approved vacation time under Section 2(c) (ii) by no later than May 10th.

- (iv) Employees who do not schedule vacation by April 30th shall schedule their vacation on a first-come, first-serve basis. An employee scheduling vacation after April 30th shall not be permitted to use their seniority to displace the vacation of a junior employee who has already scheduled vacation. Employees who do not schedule vacation by the date of any year which is eight (8) weeks before their anniversary date shall in consultation with the Company, either:
 - a. Have their vacation scheduled by the Company; or
 - b. May elect to not take vacations earned above the statutory minimums pursuant to BC Employment Standards Act and be paid out any vacation entitlement that remains unpaid from the previous year's vacation.
- (v) Employees shall request earned vacation under Section 2(c) (iv) through the employee self-service portal a minimum of fourteen (14) days in advance of the requested vacation start date. All earned vacation requests must be responded to in writing through the employee self-service payroll portal no later than ten (10) days following the date of the submitted vacation request.
- (vi) Employee vacation requests under Section 2(c) (v) that are less than fourteen (14) days in advance, shall be submitted through the employee self-service portal and shall be considered on an individual case basis. The Company will endeavour to accommodate such requests subject to operational requirements and will respond to such requests as soon as practicable.
- (vii) Nothing in this Agreement shall preclude an employee taking all of their vacation at one time provided it falls within the provisions of (i) above.

ARTICLE X - CALL TIME

Section 1: Where No Work

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

Section 2: Where Work Commences

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

Section 3: Call Back Time

An employee who is called back, at the Company's request, for work not continuous with their shift, shall be paid for two (2) hours work at their regular wage rate or paid for the actual hours worked at the overtime rate, whichever is the greater.

Section 4: Pay for Meetings

When an employee is required to attend a Staff meeting or when a Committee Member is required to attend an Joint Health and Safety Committee meeting that is not during their regular shift, they shall be paid at overtime rates for the time spent attending such meeting, if it is continuous with their shift. If it is not continuous with their shift, call back time shall apply in accordance with Section 3 above.

Section 5: Meeting Attendance for Graveyard Shift Employees

The Company will endeavor not to require graveyard shift employees to attend production or Joint Health and Safety meetings during dayshift unless the meeting time is continuous to the shift.

ARTICLE XI - HEALTH AND WELFARE

The Company's benefit package as set out in Supplement No. 2 of this Agreement, as well as the Medical Services Plan of B.C., will be provided for employees covered by this Collective Agreement. The Company shall pay one hundred percent (100%) of the cost of the premiums for these benefits.

ARTICLE XII - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority subject to the competency to do the job. The application of seniority shall be by plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, however, in making such selection or promotion, length of continuous service shall be given due consideration.

Section 2: Reduction and Recall of Forces

- (a) (i) In the event of a reduction of forces, the Company shall lay off employees in accordance with the principle outlined in Section 1(a) above. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.

- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their Plant seniority subject to the competency to do the job.
 - (iii) An employee who is recalled to work must, no more than three (3) calendar days following receipt of notice of recall, notify the Company of their intention to report to work as scheduled, and must return to work no later than seven (7) calendar days following receipt of notice of recall. An employee who does not return when scheduled shall forfeit all seniority rights and their employment shall be terminated.
- (b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain a job paying a higher rate only if they have previously held the job in the operation on a regular basis.
- (c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain another job paying the same rate of pay, a lower paid job or they can accept a layoff until their regular job becomes available, provided however:
 - (i) If during the layoff period, the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.

Section 3: Retention During Layoff

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

- (a) Employees who have completed probation with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for twelve (12) months.
- (c) It shall be the Company's responsibility to maintain an address and phone number file of their employees and it shall be the employee's responsibility to notify the Company in writing of any change of address and/or phone number.

Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than four (4) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Section 1(a) of this Article.

Section 5: Probationary Period

- (a) All new employees shall be on probation for sixty (60) working days, during which time they are to be considered temporary workers only, who the Company, at its discretion may discharge if the Company determines they are not suitable for continued employment, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ.
- (b) It is agreed that probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the Company and is subject to the competency to do the job. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one (1) shift in the twenty-four (24) hour period.
- (c) The probationary period may be extended by mutual written agreement of the parties.

Section 6: Hiring Preference

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

- (i) Former employees of the Company who have lost their seniority retention as a result of layoff.
- (ii) Laid-off members of Local 1-1937.

Section 7: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive days shall forfeit all seniority rights and their employment shall be terminated. (Extenuating circumstances where the employee can show that they were unable to contact the Company will be accepted.)

Section 8: Seniority List

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

Section 9: Reinstatement

- (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 their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
 - (i) If the Supervisor has the bargaining unit seniority, they shall revert back to their previously held job; or

- (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, subject to the competency to do the job; or
 - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, they shall be laid off and subject to all the provisions of this Agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment. Should any special circumstances arise, which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

Section 10: Technological Change

A permanent full-time employee who is laid off from their regular job because of mechanization, technological change or automation, has exhausted all bumping rights, and has not been recalled to work for thirty (30) days will have the right within the next thirty (30) days to elect to terminate their employment and accept severance pay of five (5) days' regular pay for each year of continued employment with the Company, to a maximum of 15 weeks regular pay.

ARTICLE XIII - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence without pay to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible. In the case that the Company requires and requests a medical certificate and cost is incurred, the Company will reimburse the employee the full amount of the cost upon receipt of the certificate and original receipt.

Section 2: Statutory Leave of Absence

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with provisions of Part 6 of the Employment Standards Act of BC for Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 related Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.

In addition to the above, any other unpaid leave of absence as declared in Part 6 of the Employment Standards Act of BC shall be deemed to be unpaid leaves of absence for the purpose of this Agreement.

Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave except in cases of illness or injury covered by Section 1 above.

Section 4: Maternity Leave

The Company will grant a period of extended maternity leave, to a maximum of six (6) consecutive weeks without pay to female employees where a medical certificate is provided or in accordance with the Employment Standards Act of BC, whichever is greater.

Section 5: Bereavement Leave

- (a) When a death occurs to a member of an employee's immediate family, the employee at their request will be granted reasonable necessary time off to attend the funeral. The employee will be compensated at their regular job rate for hours lost from the regular work schedule to a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse (including same sex), mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sister-in-law, brother-in-law, nieces and nephews, stepchildren, stepparents, grandparents, and grandchildren.

Section 6: Jury Duty

Any regular full-time employee who is required to perform jury duty, including Coroner's jury, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

Section 7: Hours Worked

Hours paid for under the provisions of Section 5 and Section 6 will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid Holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 8: Union Business

- (a) The Company will grant leave of absence without pay to employees who are appointed or elected to Union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.

- (b) The Company will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings and Union conventions in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute it is agreed that before the employee receives this leave of absence, as set forth in clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty-one (21) calendar days; and in the case of (b), as much notice as possible, but in no case less than five (5) calendar days.

Section 9: Educational and Training Leave

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

- (a) the employee will apply in writing at least one (1) month in advance of the proposed leave stating the reason for the application;
- (b) the Company will consult with the Shop Committee regarding the application; and
- (c) the Company will grant such leave where a bona fide reason is advanced by the applicant, provided that the proposed leave may be postponed when a suitable replacement is not available.

Section 10: Paid Sick Days

Bargaining Unit employees will receive no less than five (5) paid sick days or in accordance with the Employment Standards Act of BC, whichever is greater. Any unused time shall be paid out on the first pay period of December each year at the employee's regular hourly rate that is in effect at the time of the pay-out. The employee's pay statement will show the hours used and the hours available.

Section 11: Domestic or Sexual Violence Leave

Leave respecting domestic or sexual violence shall be granted to employees in accordance with Part 6, Section 52.5 of the Employment Standards Act of BC.

ARTICLE XIV - JOINT HEALTH AND SAFETY COMMITTEE

Section 1: Composition

- (a) The Management of the Company shall maintain a Joint Health and Safety Committee consisting of four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) The Committee must have two (2) Co-Chairs, one selected by the worker representatives and the other selected by the Company representatives.

- (d) Employee representatives shall be regular employees in the operation with at least one (1) years' experience in that type of operation over which their inspection duties shall extend.

Section 2: Duties

The general duties of the Joint Health and Safety Committee shall be as directed by the Occupational Health and Safety Regulations of the WorkSafe BC. The Co-Chairs of the Joint Health and Safety Committee or their designates shall accompany a WorkSafe BC inspector during workplace visits. If the Co-Chair of the Joint Health and Safety Committee is not on shift, any member of the Shop Committee may act as the designate in their place.

Section 3: Minutes and Meetings During Work

The Company agrees to hold safety meetings during the regular working hours and pay for said meetings shall be the employee's regular wage. Employees' time will not be deducted for attending such meetings or investigations into accidents.

All monthly meetings will be held according to WorkSafe BC regulations. Health and Safety minutes will be jointly signed by both Co-Chairs. Within five (5) working days of the monthly meeting, meeting minutes will be posted, and electronic copies of the meeting minutes will be provided to all Joint Health and Safety Committee members and the United Steelworkers Union Representative.

Section 4: Injuries and Claims

- (a) Should the Company request a meeting with an employee to discuss their claim with WorkSafe BC, they will be entitled to request a Shop Committee Member and/or Union Representative to be present.
- (b) If an employee requests a copy of the Company First Aid Report completed by the attending First Aid Attendant, an electronic copy will be provided.

Section 5: Investigations, Serious Incidents, Dangerous Occurrences, and Near Misses

- (a) The Union Co-Chair or their designate and a member of the Joint Health and Safety Committee shall be notified promptly in order that they may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- (b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the employee members referred to in (a) have had the opportunity to inspect and investigate the site, and a WorkSafe BC Officer authorizes such disturbance.
- (c) An Investigation required under the Workers Compensation Act must be carried out by persons knowledgeable about the type of work involved and, if they are reasonably available, with the participation of the Company or representatives of the Company and a worker representative (Joint Committee Member).

- (d) The President of the Local Union shall be notified immediately in the case of a serious accident or incident. Contact name and information including direct phone number and email address will be provided to the Company by the Union on a semi-annual basis in October and April of each year or as required by incumbent changes.
- (e) In such cases, a representative of the Union shall have access for investigations, which shall be arranged expeditiously if required, and Company officials shall accompany the Union Official.
- (f) Fatalities – In addition to Section 5, if a workplace fatality occurs, the Company shall notify the President of the Local Union immediately in order that they may designate two (2) employees, who shall within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and at the same time be provided with all available pertinent information concerning the fatality. Employees of the Company so designated shall not lose regular pay for participation in the process.

Section 6: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

ARTICLE XV - CONTRACTORS AND SUB-CONTRACTORS

As of the date of the signing of this Agreement, the Company agrees that the introduction of a Contractor or Sub-Contractor will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.

ARTICLE XVI - SAFETY EQUIPMENT

- (a) Employees shall be supplied, at the Company's expense, with all appropriately fitted protective clothing and safety equipment where required by the Industrial Health and Safety Regulations of the WorkSafe BC and such shall be replaced where they are presented worn or damaged beyond repair by an employee, at no cost to the employee. Where the use of Safety Toe Boots is required by the Regulations, employees shall be responsible for providing and paying for their own, CSA approved, Safety Toe Boots. The Company agrees to reimburse an employee, who has successfully completed their probationary period, up to three hundred dollars (\$300.00) per year towards the cost of approved safety footwear, and any other pre-approved safety clothing, upon remittance of proof of purchase.
- (b) The Company will supply one (1) set of Custom Earplugs (earplugs that are moulded to the individual's ear) to each employee within three (3) months after the signing of the contract. The Company will only supply one (1) set of Custom Ear Plugs to each employee for the term of the collective agreement. Employees will be responsible for replacing lost or damaged earplugs.

ARTICLE XVII - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

The employee(s) involved and/or a Shop Committee Member shall first take up the matter with the Department Supervisor within fourteen (14) days of the date of the said grievance.

Step Two

If the grievance is not satisfactorily settled in this way, the Shop Committee shall take up the grievance with the Plant Manager.

Step Three

If a satisfactory settlement is not then reached, the Shop Committee and the Union shall take up the grievance with the Production Manager. A statement in writing describing the nature of the grievance with the Production Manager. A statement in writing describing the nature of the incident or occurrence giving rise to the grievance, outlining the provision(s) of the Agreement that has been violated, and providing a statement as to the remedy or relief being sought, together with a statement in writing by the Plant Manager hearing the grievance at Step Two shall be exchanged by the parties concerned.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVIII - Arbitration.

Section 2: Time Limits

If a grievance has not been advanced to the next stage under Steps Two, Three, and Four, within fourteen (14) days after completion of the previous stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Notwithstanding the foregoing, the time limits may be extended by mutual agreement between the Company and the Union. Such agreement will not be unreasonably withheld.

ARTICLE XVIII - ARBITRATION

Section 1: Procedure

In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article XVII - Adjustment of Grievances, the matter shall be determined by arbitration in the following manner:

- (a) The parties shall jointly agree to the appointment of a Single Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice it is agreed that an application will be made for a Labour Board appointed Arbitrator.

- (b) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of the Collective Agreement.
- (c) The Arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.
- (d) The decision of the Arbitrator shall be final and binding on both Parties.

Section 2: Cost Sharing

The Company and the Union shall bear in equal proportions, the costs, expenses, and allowances of the Arbitrator.

Section 3: Place of Hearing

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

ARTICLE XIX - STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided, or brought about on its part.

ARTICLE XX - OPERATIONAL CHANGES, PERMANENT AND TOTAL CLOSURE

Section 1 – Operational Changes

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

Section 2 – Permanent and Total Closure

- (a) An employee, who is terminated as the result of a permanent and total closure of the Company's Campbell River facilities, will receive notice of such termination equal to one (1) week's notice for each completed year of service to a maximum of twelve (12) weeks' notice. An employee who receives less than the required notice shall be paid one (1) week's pay (equivalent to forty (40) hours at their straight time rate) in lieu of such notice for each week of notice that they did not receive.

- (b) Further to the working notice or pay in lieu of notice in part (a) above, employees with one (1) year or more service, whose employment is terminated as a result of permanent closure of the whole or any part of the plant, shall receive severance pay equal to one (1) week's pay for each completed year of continuous service to a maximum equivalent of six (6) weeks' pay. Weekly pay will be calculated at a rate equal to the average weekly earnings of the highest thirteen (13) weeks of earnings with the last fifty-two (52) weeks of employment prior to the date of the notice of termination. The severance pay will be paid after the employee's recall rights have expired or are voluntarily waived by the employee in writing, at which time they shall relinquish all seniority rights and shall not have any right to recall.

ARTICLE XXI - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the date of December 1, 2022 to midnight November 30, 2025 subject to the right of either Party, within four (4) months immediately preceding the date of expiry to serve notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company or at the Local Office upon the Local Officers of the Union. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by a legal strike or lockout.
- (b) By agreement of the parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:

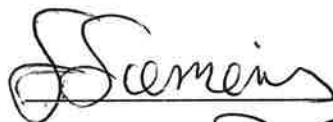
NOBOCO STYRO CONTAINERS LTD.






Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937





/jw
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SUPPLEMENT NO. 1
CLASSIFICATIONS, WAGE RATES, AND EFFECTIVE DATES

		5% Effective 01-Dec-22	4.5% Effective 01-Dec-23	2% Effective 01-Dec-24
<u>LEVEL I</u>				
PRODUCTION LABOUR,	Start	\$18.03	\$18.84	\$19.22
PACKER, WAREHOUSE HELPER	After 600 hrs	\$18.97	\$19.82	\$20.22
	After 1,200 hrs	\$19.89	\$20.79	\$21.21
<u>LEVEL II</u>				
PRINTER	Start	\$19.13	\$19.99	\$20.39
	After 600 hrs	\$20.16	\$21.07	\$21.49
	After 1,200 hrs	\$20.98	\$21.92	\$22.36
<u>LEVEL III</u>				
PRINTING TECHNICIAN	Start	\$19.75	\$20.64	\$21.05
	After 600 hrs	\$20.85	\$21.79	\$22.23
	After 1,200 hrs	\$21.96	\$22.95	\$23.41
<u>LEVEL IV</u>				
PREFOAMER, SHIPPER/RECEIVER	Start	\$21.43	\$22.39	\$22.84
MAINTENANCE	After 600 hrs	\$22.71	\$23.73	\$24.20
	After 1,200 hrs	\$24.01	\$25.09	\$25.59
<u>LEVEL V</u>				
MACHINE OPERATOR	Start	\$26.61	\$27.81	\$28.37
	After 600 hrs	\$27.89	\$29.15	\$29.73
	After 1,200 hrs	\$29.15	\$30.46	\$31.07
<u>LEVEL VI</u>				
MAINTENANCE MECHANIC	Start	\$30.61	\$31.99	\$32.63
	After 600 hrs	\$31.79	\$33.22	\$33.88
	After 1,200 hrs	\$33.03	\$34.52	\$35.21
<u>LEVEL VII</u>				
MILLWRIGHT	Start	\$32.72	\$34.19	\$34.87
	After 600 hrs	\$33.87	\$35.39	\$36.10
	After 1,200 hrs	\$35.08	\$36.66	\$37.39
<u>LEVEL VIII</u>				
CERTIFIED MILLWRIGHT	Start	\$38.23	\$39.95	\$40.75
	After 600 hrs	\$36.17	\$37.80	\$38.56
	After 1,200 hrs	\$40.41	\$42.23	\$43.07

****All wage increases to be Retro paid to December 01, 2022**

An employee classified as a Maintenance Mechanic or Machine Operator, who possesses a valid 4th Class Power Engineering License, shall receive a premium of \$1.00 per hour for each hour actually worked.

An employee classified as a Maintenance Mechanic or Machine Operator, who possesses a valid 3rd Class Power Engineering License (or higher) shall receive a premium of \$2.00 per hour for each hour actually worked.

- NOTE: An employee who performs work during their shift in a higher classification shall receive the higher rate of pay while occupying the said classification, provided the employee works one (1) or more consecutive hours in the higher classification. An employee who performs work during their shift in a lower classification shall receive the rate of pay for the higher classification for the entire shift.
- NOTE: When an employee is awarded a job posting and their existing pay rate is higher than the start rate of the posted job, the employee's existing pay rate will be retained until their accumulated time in the posted job results in a higher job rate after which they will follow the rate progression for the posted job.
- NOTE: Noel Harrow will be blue circled at the rate of \$20.67 per hour and will receive the same percentage increases as the other classifications receive.

FIRST AID ATTENDANTS

- (a) The Company will designate and schedule one (1) First Aid Attendant per shift. The designated First Aid Attendant will be paid a First Aid Premium for each hour actually worked in addition to their regular hourly rate for their designated position.
- (b) First Aid Attendant training will be provided by the Company, pursuant to Letter of Understanding No. 6: Special Paid Courses.
- (c) Each First Aid Attendant will perform their duties in accordance with the WorkSafe BC regulations.
- (d) The Company shall determine the level of First Aid qualification required in accordance with the WorkSafe BC regulations.
- (e) The Company maintains the right to designate certain positions to include First Aid as a required certification for that position to meet operational requirements and WorkSafe BC regulations. Such requirements will be detailed in the position's job description.
- (f) Where First Aid Attendants in addition to those in Section (e) above are required, a training opportunity will be posted and awarded based upon the principle of seniority subject to the competency to perform the tasks of a First Aid Attendant in accordance with WorkSafe BC regulations.
- (g) Designated First Aid Attendants will be scheduled first by the designated positions requiring first aid certification in Section (e) above and then by employees trained and certified under Section (f) above.
- (h) The Company will pay to a designated and qualified First Aid Attendant an hourly premium as follows:

Level 1 First Aid Certification	\$0.25 per hour worked
Level 2 First Aid Certification	\$0.50 per hour worked
Level 3 First Aid Certification	\$1.00 per hour worked

- LEAD HAND** A Lead Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is recognized as having exceptional skill and ability in their classification. A Lead Hand shall be paid a premium of eight percent (8%) over and above their regular classification hourly rate.
- CHARGE HAND** A Charge Hand is an employee in the Bargaining Unit who, at the discretion of the Company, is assigned to instruct others in the performance of their work and who shall be held responsible for the quality and the quantity of the work. A Charge Hand shall be responsible for evaluating the performance of and disciplining other employees. A Charge Hand shall be paid a premium of twelve percent (12%) over and above their regular classification hourly rate.

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SUPPLEMENT NO. 2

GROUP BENEFITS AND HEALTH AND WELFARE PLANS

The following represents a summary only of the Group Benefits available to employees covered by this Collective Agreement. Specific rights and benefits are governed by the terms of the Group Insurance Policy, Plan Document, and/or the Plan Text providing the Group Benefits.

ELIGIBILITY

Active full-time employees who work a minimum of twenty (20) hours per week shall become eligible on the first day of the month on or after which they have completed three (3) months of permanent full-time employment.

LIFE

Amount of Insurance: \$65,000.00
 \$100,000.00 (Effective December 1, 2018)

No Evidence Limit: \$65,000.00
 \$100,000.00 (Effective December 1, 2018)

Reduction: by 50% on the date you attain age 65

DEPENDENT LIFE INSURANCE

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

ACCIDENTAL DEATH AND DISMEMBERMENT

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

OPTIONAL LIFE

Available to you and your eligible spouse in units of \$10,000.00 up to a maximum of \$200,000.00 each. All amounts of Optional Life are subject to approval of medical evidence.

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

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

LONG TERM DISABILITY

Waiting Period: 120 days
No Evidence Limit: \$3,000.00
Benefit: 66.67% of monthly earnings
Minimum Benefit: \$50.00 per month
Maximum Benefit: \$3,000.00 per month
Maximum Benefit Period: to age 65

EXTENDED HEALTH CARE

Deductible: \$25.00 per employee/family per calendar year
Reimbursement: 100% of all eligible expenses
Lifetime Maximum: \$1,000,000.00
Plan Maximum: The lifetime maximum amount of Benefits payable for any one member or dependent is \$1,000,000.00.
Dependent Children: Covered from birth to age 21, to age 25 if in full-time attendance at a school or university, or to any age if handicapped.

VISION CARE

Insured amount - \$500 every two (2) years per employee and spouse and every twelve (12) months for dependent children.

DENTAL CARE

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

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company agrees to pay one hundred percent (100%) of the cost of the Employee and Family Assistance Program, to a maximum of two thousand, five hundred dollars (\$2,500) per calendar year, provided such a service is available locally. Personal counseling services will be provided for employees and their immediate families. The Program will be confidential. The name of the current referral agency is Upper Island Counselling.

The name and contact information of the Employee and Family Assistance Program shall be provided to the Shop Committee members and posted on the Plant and Union bulletin boards.

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LETTER OF UNDERSTANDING NO. 1

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

REMOVED

LETTER OF UNDERSTANDING NO. 2

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

JOB DESCRIPTIONS

The Company agrees to maintain job descriptions for all bargaining unit jobs at the Campbell River Plant.


All changes or additions to these job descriptions will be discussed with the Union no later than five (5) working days after the changes.

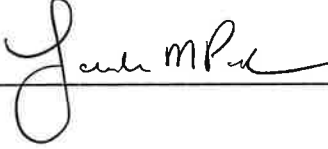
If a new job is created or there is a significant change in the content of any current job classification(s) set forth in this Agreement, the Parties agree to negotiate a rate for the job(s) in question. If the Parties are unable to reach an agreement, then the dispute will be settled through the grievance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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:

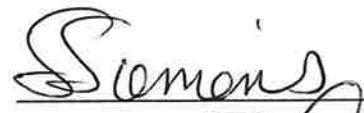
NOBOCO STYRO CONTAINERS LTD.






Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937





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LETTER OF UNDERSTANDING NO. 3

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

CASUAL EMPLOYEES

The Union recognizes the Company's requirement for Casual Relief employees to provide relief for peak workload periods, work backlogs, and for the replacement of regular employees on leave of absence, vacation, or those absent due to illness or accident.

Casual Relief employees shall not be used by the Company if regular employees who are on layoff with recall rights under the terms of this Agreement are available for the work.


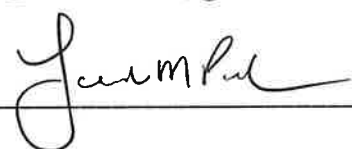
Casual Relief employees shall not have seniority status but shall be offered work on the basis of their total accrued hours worked. A Casual Relief Employee who is hired by the Company as a regular employee shall serve a probationary period as outlined in Section 5 of Article XII - Seniority.

The Company agrees to deduct and remit Union dues for Casual Relief employees in accordance with Section 6 of Article III - Union Security.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

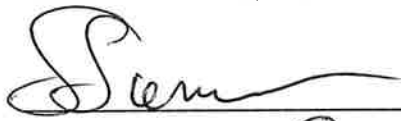

Signed on Behalf Of:

NOBOCO STYRO CONTAINERS LTD.

Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937

/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 4

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

RRSP


For the tax period covered under this Collective Agreement, the Company will contribute ten percent (10%) of an employee's annual gross earning to an RRSP account, as designated by the employee for full-time permanent employees who have worked from the period of January 1st to December 31st of the respective tax year.

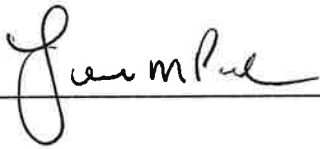
The Parties to this Collective Agreement agree to look at the option of a Group RRSP Plan. Upon agreement, the Company shall make contributions to the Group RRSP Plan at the above percentage by no later than the 15th day of the month following the month in which the contributions were earned unless the Parties agree otherwise.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:


NOBOCO STYRO CONTAINERS LTD.





Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937



/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 5

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

REMOVED

LETTER OF UNDERSTANDING NO. 6

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

PAID SPECIAL COURSES

The Company agrees to pay for the following training in accordance with ARTICLE V - HOURS OF WORK, Section 1: Hours and Overtime of the Collective Labour Agreement:

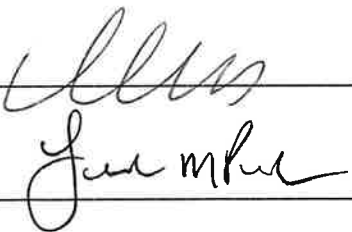
Fire Prevention
Occupational First Aid Level 1
Health and Safety Committee – 8hrs per year per member
Forklift Training.
Orientation and Instruction
Rigging/Fall Safety
Safety and Operational Courses, as deemed a necessary requirement by the Company

All courses will be pre-approved by the Company. All courses will be scheduled by the Company.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:

NOBOCO STYRO CONTAINERS LTD.



Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937



/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 7

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

REDUCTION OF WORKFORCE



During a reduction of the workforces, where there are senior labour employees on layoff, the Company agrees to limit the number of Machine Operators working in a production capacity to two (2) per shift, one of which shall be a Charge Hand.

Furthermore, the Company agrees that where there is a significant ongoing amount of work available that would normally be performed by labour employees, it will, subject to operational requirements endeavour to ensure that such work is assigned to laid-off senior labour employees who are available and capable of performing the required work.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

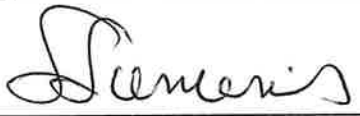

Signed on Behalf Of:

NOBOCO STYRO CONTAINERS LTD.

Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937

/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 8

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

PLANT WORKLOAD

Within ninety (90) days of ratification, the Company agrees to meet with the Local Union and Shop Committee to discuss the workload situation in the Plant. The purpose of the meeting will be to develop a cooperative resolution to the workload related issues and to make recommendations to the Company on changes required to the current workload situation.

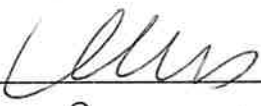

The discussions will also include an examination of the current duties of the Lead Hand and Charge Hand employees. All duties and job descriptions will be supplied to the Local Union and Shop Committee to better determine the requirements of the work.

The process will continue every three (3) months.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.



Signed on Behalf Of:

NOBOCO STYRO CONTAINERS LTD.

Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937

/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 9

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937


PERSONAL TOOL INSURANCE

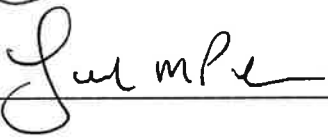
The Company agrees to provide Insurance for any employee who is required to use their own tools or equipment in the service of the Company. The employee shall not be responsible for any deductible. The employee shall only be eligible for such Insurance upon the submission of an inventory of their tools and/or equipment to the Company. It shall be the employee's responsibility to keep such inventory up to date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:


NOBOCO STYRO CONTAINERS LTD.






Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937





/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 10

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

SENIORITY (JOB SECURITY)

It is agreed that this Letter of Understanding will replace **ARTICLE XII - SENIORITY** and all its Sections as follows became effective August 30, 2006, and remains in effect for the duration of the present Collective Agreement.

It is also agreed that the parties shall meet from time to time to discuss any problems or concerns regarding the application of this LOU.

This Letter of Understanding may be terminated by either party with 90 days written notice in which case the current collective agreement shall apply.

Section 1: Principle

- (a) The Company recognizes the principle of seniority subject to the competency to do the job. As of the date of signing this LOU, the application of seniority shall be first by job training completion date and then by plant seniority. For employees trained and deemed competent by the company prior to the signing of this agreement, Plant Seniority shall be used as Job Seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, however, in making such selection or promotion, length of continuous service shall be given due consideration.

Section 2: Reduction and Recall of Forces

- (a) In the event of a reduction of forces, the Company shall lay off employees in accordance with the principle outlined in Section 1(a) above.
- (b) Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (c) Where there is a layoff, an employee trained under the provisions of this LOU shall not be permitted to bump a junior employee who is incumbent in the job for which the senior employee was trained. Where both incumbent employees and back-up employees are on lay-off, the incumbent shall be entitled to be recalled first to their previous position, regardless of plant seniority.

- (d) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of their job training completion date, and then by plant seniority subject to the competency to do the job.
- (e) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate only if they have previously held the job in the operation on a regular basis (regular meaning: having been awarded a posting or been hired into that position and have successfully completed training and probation), subject to their job seniority. The company will inform each candidate upon their successful completion of training.
- (f) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain another job paying the same rate of pay or a lower-paid job.
- (g) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to accept a layoff until their regular job becomes available, provided, however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as a position becomes available for which their seniority entitles them to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping another employee regardless of seniority.
- (h) Any employee who was trained and considered competent prior to the signing of this LOU shall be given preference and the employee's plant seniority shall apply. The company will define the training period at the time of posting or at the time of hire.

Section 3: Retention During Layoff

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

- (a) Employees who have completed probation with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for twelve (12) months.
- (c) It shall be the Company's responsibility to maintain an address and phone number file of their employees and it shall be the employee's responsibility to notify the Company in writing of any change of address and/or phone number.

Section 4: Job Posting for Permanent and Training Positions

- (a) Vacancies shall be posted in advance for a period of not less than four (4) working days except when otherwise agreed.

- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Section 1(a) of this Article.
- (c) At the discretion of the Company, Training positions may be posted from time to time for specific jobs.
- (d) Only applicants, who, in the opinion of the Company, have the potential to complete the training, shall be selected. In order to assess an employee's potential to complete the training; the employee may be required to undergo testing.
- (e) Where an employee is trained and becomes competent to perform a job, which is currently being performed by an employee with less seniority, the more senior employee shall not be permitted to use their seniority to displace the junior employee under any circumstances, including lay-off and recall.
- (f) Where there is a vacancy in a job for which an employee has been trained, that job shall be filled under the provisions of Article XII, and a trained employee is entitled to apply for such a job and seniority shall be considered pursuant to the provisions of Article XII.
- (g) In the event that more than one employee has successfully completed the training for a specific position, the individual who completes the training first shall be called on to perform the work first. The date the training is completed shall be that employee's seniority date for that specific job only.
- (h) The Company shall determine whether or not an employee has successfully completed training and qualifies as competent to perform a specified job.
- (i) If after being qualified for a job, a trainee refuses a vacancy, either temporary or permanent; they will no longer be deemed competent for that job and shall forfeit their job seniority. If the company elects to place an employee in a lower-paying position then the employee's wage will be Red Circled. If the employee elects to take a lower-paying position they will be paid the rate for that lower-paid position.
- (j) Except where both parties agree, an employee may only be awarded a training or permanent position once in any twenty-four (24) month period, posting date to posting date.

Section 5: Probationary Period

- (a) All new employees shall be on probation for sixty (60) working days, during which time they are to be considered temporary workers only, who the Company, at its discretion may discharge if the Company determines they are not suitable for continued employment, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ.

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

Section 6: Hiring Preference

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

- (a) Former employees of the Company who have lost their seniority retention as a result of layoff.
- (b) Laid-off members of Local 1-1937.

Section 7: Absence Without Leave

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

Section 8: Seniority List

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

Section 9: Reinstatement

- (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 their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
 - (i) If the Supervisor has the bargaining unit seniority, they shall revert back to their previously held job, or
 - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, subject to the competency to do the job, or
 - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, they shall be laid-off and subject to all the provisions of this Agreement.

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



Section 10: Technological Change

A permanent full-time employee who is laid off from their regular job because of mechanization, technological change, or automation, has exhausted all bumping rights, and has not been recalled to work for thirty (30) days will have the right within the next thirty (30) days to elect to terminate their employment and accept severance pay of five (5) days' regular pay for each year of continued employment with the Company, to a maximum of 15 weeks regular pay.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

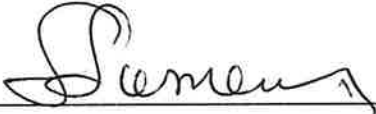

Signed on Behalf Of:

NOBOCO STYRO CONTAINERS LTD.

Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937

/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 11

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

PAY STUB CODES/VACATION DAY AVAILABILITY


The Company will provide the Union and employees with an explanation of all codes used on the pay stubs.

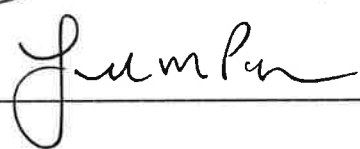
The Company will manage its administrative systems to allow the local Company office to be able to respond within a reasonable time with accurate information to employee enquiries about vacation days available.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

Signed on Behalf Of:

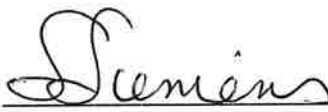
NOBOCO STYRO CONTAINERS LTD.






Signed on Behalf Of:

UNITED STEELWORKERS LOCAL 1-1937





/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 12

BETWEEN

NOBOCO STYRO CONTAINERS LTD.

AND

UNITED STEELWORKERS LOCAL 1-1937

BANKED OVERTIME

The Company will establish an accrual bank for employees based on the following:

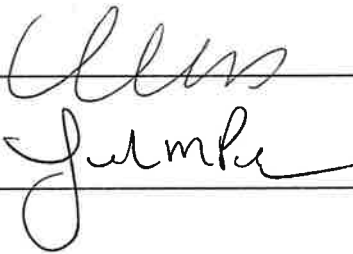
- (a) Noboco employees who work overtime shall have the option of;
 - (i) receiving the appropriate overtime rates, as per Article V – Hours of Work, Section 1(b),
 - or
 - (ii) have the option to bank the overtime at the appropriate overtime rates as outlined in Article V – Hours of Work, Section 1(b).
- (b) Employees may request time off with pay for some mutually agreed period, suitable to the employee and the Company or an employee may ask the Company to pay out all or part of the wages credited to the bank.
- (c) All banked time off requests must be made through the payroll self-service portal a minimum of two (2) weeks in advance.
- (d) In accordance with Article IX – Vacations with Pay, Section 2: Vacation Time, no banked time off requests will be approved for the period of May 1st to December 31st until such time as the vacation schedule period is completed, on or about May 10th of each year.
- (e) The Company shall determine how many employees from each classification may be away on leave at any one time.
- (f) Employees requesting a pay out of all, or part of the wages credited to the bank must provide the request in writing no later than one (1) week prior to the pay date on which the payment is to be made.
- (g) A maximum of dollars equal to forty (40) hours of regular time to be credited in the overtime bank at any given time.
- (h) Any unused banked overtime dollars shall be paid out on the first pay period of December each year. The employee payroll self-service portal will show the dollars available.

- (i) The Letter of Understanding may be amended through consultation by both parties or may be terminated by either party with thirty (30) days' written notice. All banked overtime shall be paid out on the first pay period following the completion of the thirty (30) day notice period.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 26th day of April, 2023.

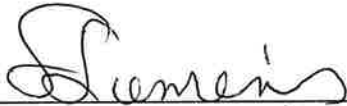

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NOBOCO STYRO CONTAINERS LTD.



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UNITED STEELWORKERS LOCAL 1-1937

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usw1-1937