COLLECTIVE AGREEMENT

Between

L-M EQUIPMENT CO. (1981) LTD.

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION (UNITED STEELWORKERS)

(On Behalf of Local Union 2009)

February 1, **2026** – January 31, **2029**

Errors & Omissions Excepted
/cope-343

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COLLECTIVE AGREEMENT

BETWEEN

L-M EQUIPMENT CO. (1981) LTD.

(hereinafter referred to as "the Company")

AND

UNITED STEELWORKERS

(on behalf of Local 2009)

(hereinafter referred to as "the Union")

DATE AND REFERENCE - This Agreement is dated for reference February 1st, **2026**, and named for reference the "L-M EQUIPMENT CO. (1981) LTD." UNITED STEELWORKERS AGREEMENT".

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 EXCLUSIVE BARGAINING AGENT

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 BARGAINING UNIT WORK

Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this **Article** it will be instituted at Step #2 of the grievance procedure.

1.03 UNION REPRESENTATION

(a) The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.

(b) The Company agrees to recognize Union Stewards, as provided in writing from the Union.

(c) The Company will be notified by the Union of the names of the Union Stewards, and any changes made thereto.

(d) The Company agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees plus the Unit Chair.

(e) When the legitimate business of a Unit Chair, Grievance Committee Member, Union Stewards or Occupational Health & Safety Committee Member requires such employees to leave their department but not the Company premises, the employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld and the employee will not suffer loss of regular pay for such time.

1.04 **UNION APPOINTEES -IDENTIFICATION** - The Union will maintain with the Company a current list of the names of Union Stewards, Committee Members and Staff Representative.

1.05 **UNION COMMITTEES** - Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

1.06 **BULLETIN BOARDS** - The Union will have the exclusive use of Bulletin Boards on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Union Stewards of the plant.

1**.07** **UNION ACCESS TO PLANT** - Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

1.08 **CONSULTATION WITH UNION - PRIOR TO CERTAIN CHANGES** - The Company agrees to consult with the Union Steward or Grievance Committee if available on the premises prior to discharging, laying-off, transferring, promoting or demoting any employee.

PAST PRACTICES - Any rights and privileges of employees now in effect but not specifically mentioned in this Agreement shall be continued and no change shall be put into effect unless mutually agreed upon by the Company and the Union.

1.09 **NEGOTIATING COMMITTEE**

(a) The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, who will be regular employees of the Company, along with representatives of the International Union.

(b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

(c) The Company agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

(d) During negotiations for a new Collective Agreement, the Company shall place employees, whenever possible, members of the Negotiating Committee on the day shift.

1.10 **NOTICES - BETWEEN COMPANY AND UNION** - Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its registered address with a copy to the Association. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the President of the Union at its registered address.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Company at and from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 - MANAGEMENT

3.01 Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees.

3.02 **INSTRUCTION PROCEDURE** - Employees will take orders from the Plant Manager, or Plant Superintendent, only when the employees' immediate Supervisor or Charge Hand is not readily available.

3.03 **IMMEDIATE SUPERVISOR AND CHARGE HANDS IDENTIFICATION** - The names of all immediate Supervisors and Charge Hands, setting forth their official status will be posted on the Company's Bulletin Board(s).

3.04 **DISCIPLINE**

(a) The Company shall only discipline, suspend, discharge an employee for just cause. The burden of proof of just cause shall rest with the Company. Suspension days will run as consecutive working days.

(b) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Union Steward, Grievance Committee member or other Union designee.

(c) The employee, the Union Steward or Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken

including, but not limited to all written reprimands, or notices involving suspension or discharge within twenty-four (24) hours of the taken action.

(d) FRAUDULENT USE AND ABUSE OF SICK LEAVE

(i) an employee who misrepresents the use of sick leave or inappropriately uses sick leave will be subject to the disciplinary action up to and including termination. Inappropriate and/or fraudulent use of sick leave, includes but is not limited to the following: fraudulently obtaining sick leave, falsifying sick leave requests, and providing false documentation.

(ii) misrepresenting grounds for a sick leave request includes but is not limited to the following: vacation, travel, recreational purposes, or to pursue or maintain other employment.

(iii) the Company will notify the Union and provide evidence prior to imposing discipline.

(iv) the matter will still be subject to grievance.

3.05 RELIEF – All written warnings, reprimands and suspensions shall be rescinded and removed from the employee's personnel file, after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the employee thereafter.

3.06 PERSONNEL RECORDS

(a) One personnel file shall be maintained by the Company for each employee in the bargaining unit. Such file shall contain all records and reports concerning the employee's employment and work performance.

(b) No negative comments or report about any Employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information.

(c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to employees as may be implemented by the Company.

3.07 EMPLOYEE ACCESS TO PERSONNEL FILE – An employee shall have the right to read and review their personnel file at any time, upon written request to the Company.

3.08 UNION ACCESS TO EMPLOYEE PERSONNEL FILE – A representative of the Union shall have the right to read and review an employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and written request to the Company. On request, and with the employees' permission, the Union representative shall be provided with copies of any document or record contained in the employee's personnel file.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 MEMBERSHIP

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

(a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 200th Street, Langley, B.C. V1M 3A6.

(b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

(c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 CHECK-OFF: PROCESS AND PROCEDURES

(a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.

(b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

(c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

(d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie WorkSafeBC, W.I., laid off, etc.

(e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009
Attn: Financial Secretary @ 604-513-1851

(f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).

(g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 - HOURS OF WORK

5.01 **DAY SHIFT** - The standard work day will consist of eight (8) hours worked between the hours of 6:30 A.M. and 4:30 P.M. with a designated thirty (30) minute unpaid lunch period. Starting and stopping times to be determined by mutual agreement between the Company and the shop employees.

5.02 **AFTERNOON SHIFT** - Where a second shift is employed, the hours of work will be seven and one-half (7 1/2) for which eight (8) hours will be paid, plus a premium of fifty-five cents ($.55) per hour. There will be a thirty (30) minute unpaid lunch period.

5.03 **NIGHT SHIFT** - Where a third shift is employed, the hours of work will be seven (7) for which eight (8) hours will be paid, plus a premium of seventy cents ($.70) per hour. There will be a thirty (30) minute unpaid lunch period.

5.04 **LUNCH PERIOD AND REST PERIODS**

(a) **LUNCH PERIOD** - The mid-shift lunch period will be mutually arranged between the Company and the Union Steward. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4 1/2) hours from the shift start time or as mutually agreed upon.

(b) **REST PERIODS** - Employees will be allowed two (2) coffee breaks of ten (10) minutes each on Company time; one in the first half of each shift and one in the second half.

5.05 **CHANGE OF START AND STOP TIMES** - By mutual agreement between the Company and the Union Steward the regular starting and stopping times of standard work shifts may be changed.

5.06 **REGULAR WEEK** - Five shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts.

5.07 **WORK PERFORMED ON SATURDAY, SUNDAY AND PLANT HOLIDAYS**

(a) Double rate will be paid for work performed on:

- Saturdays
- Sundays
- on Plant Holidays as listed in Article 6

(b) Double rate will not be paid for work performed:

- On a night shift, when completing the fifth weekly shift on Saturday after midnight Friday.
- to complete a night shift after midnight at the start of a Plant Holiday
- on Saturday by employees on a Tuesday to Saturday work schedule, except when such Saturday is one of the Plant Holidays.
- when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.

5.08 OVERTIME

(a) **OVERTIME - DAILY** - All overtime will be paid for at double rate.

(b) **OVERTIME - VOLUNTARY** - The Parties are agreed that all overtime will be voluntary.

(c) **OVERTIME MEAL** - Employees requested to work more than two (2) hours overtime cumulative on a shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given ten dollars ($10.00) meal money.

(d) **OVERTIME DISTRIBUTION** - Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Company will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

(e) **OVERTIME - WHERE SHIFT PREMIUM PAID** - If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

5.09 **REST BETWEEN SHIFTS** - Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, they will be considered as still working on their previous shift and will be paid the appropriate premium rate for the hours worked.

The above will not apply where the shorter second shift hours do not allow eight (8) hour between shifts.

5.10 **HOURS BEFORE AND BEYOND REGULAR SHIFTS** - Hours worked before regular starting time and beyond regular quitting times shall be considered as overtime and paid at double rate for time worked, except when other arrangements are made by mutual agreement between the Company and the Union Steward.

5.11 **EMPLOYEE CHANGE OF SHIFTS** - If an employee is required to change shift more than once in a calendar week they will be paid at double rate for the balance of the week, unless the second change is to return to their original shift.

5.12 **SHIFT CHANGE** - Shift changes, listing individuals, will be posted four (4) calendar days in advance.

5.13 **GUARANTEED DAY** - Subject to the exceptions set forth in this Article and in Article 5.14, any employee reporting for work at the start of the employees' shift, will be guaranteed eight (8) hours work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

The provisions of this Article will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the employee:

1 Voluntarily quits.

2 Was previously instructed not to report. In such event or circumstance the employee will then only be paid for the actual time they worked.

3 Does not work a full shift at their own request.

4 Reports for work on a shift for which they were not scheduled.

5.14 **CALL TIME** - Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate, i.e., four (4) hours at straight time rate.

5.15 **WORK SHORTAGE - CREW REDUCTION** - In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

5.16 **MAINTENANCE SHIFTS - TUESDAY TO SATURDAY** - By mutual agreement between the Company and the Union a Tuesday to Saturday maintenance shift may be instituted. Where Tuesday to Saturday shifts presently exist they may continue. Employees on this Tuesday to Saturday shift will be paid twenty dollars ($20.00) bonus for Saturday work.

5.17 **MAKE UP TIME LOST**

In circumstances where employees may wish to make up lost time that occurred during one of their regular shifts, the employee may elect to accept an offer from the Company to make up their lost time outside of their regular work schedule. It is understood that the scheduling of the make-up time will be mutually agreed upon by the Company and the employee, and such time will not attract the weekend premium or overtime rates. Such opportunities for making up lost time will not be unreasonably denied.

ARTICLE 6 - PLANT HOLIDAYS

6.01 All employees covered by this Agreement will receive eight (8) hours' pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

New Year's Day	National Day of Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	Floating Holiday*
Labour Day	

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

*Floating Holiday to be taken at a time mutually agreed between the Employee and the Company.

6.02 When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.03 Should any of the above holidays occur during an employee's vacation period, they will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the vacation period.

6.04 In order to qualify for eight (8) hours' pay for the above Plant Holidays the employee must have completed thirty (30) calendar days employment with the Company.

6.05 Disciplinary action may be taken in instances where employees fail to work the day before or the day after a Plant Holiday except where permission was previously obtained or the employee had a justifiable reason for being absent.

6.06 Employees not actively employed because of:

- Lay-off
- Unpaid leave of absence
- Illness and not eligible for W.C.B. payments
- Injury for the involved Plant Holiday(s)

and who work some time within the fourteen (14) day period prior to, or the fourteen (14) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday(s).

If an employee received ICBC payments for the day, such payment shall be subrogated to the Company.

ARTICLE 7 - VACATIONS WITH PAY

7.01 **(a)** Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

Years of Continuous Service	Vacation Period	Vacation Pay
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 3 years	2 weeks	4% or 2 weeks*
3 years but less than 7 years	3 weeks	6% or 3 weeks*
7 years but less than 14 years	4 weeks	8% or 4 weeks*
14 years but less than 18 years	5 weeks	10% or 5 weeks*
18 year but less than 30 years	6 weeks	12% or 6 weeks*
30 years are over	7 weeks	14% or 7 weeks*

* pay at employee's current classified rate whichever is greater at the time the vacation is taken. The calculation for vacation pay will be on the employee's pay stub.

(b) Any employee, hired after July 25th, 1992 will be paid on a percentage of earnings basis if they work less than 1500 hours in any vacation year. (cut-off date to cut-off date).

7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAY OFF** - For employees hired prior to July 25th, 1992, authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding lay off beyond two (2) months, shall not affect the employee's right in respect to vacations with pay.

7.03 **CUT OFF DATE** – 31 May of each year.

7.04 **VACATION PERIOD** - Vacations will be scheduled by May 1st of each year for the vacation period of June 1st to September 30th. Employees will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules.

7.05 **VACATIONS EXCEEDING TWO WEEKS** - Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled by June 1st and taken at a mutually agreed upon time, that will not unduly interfere with production schedules.

7.06 **VACATION SHUT-DOWN** - The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by April 1st.

7.07 **VACATION PAY - WHEN PAYABLE** – The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time. The vacation pay shall be paid by direct deposit on the regular payroll schedule when the vacation is taken. Any vacation entitlement not taken shall be paid out at the vacation cutoff date of May 31st of each year.

7.08 **VACATION PAY - ON TERMINATION** - Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

Years of Continuous Service	Vacation Pay
Less than 3 years employment	4%
3 years but less than 7 years employment	6%
7 years but less than 14 years employment	8%
14 years but less than 18 years employment	10%
18 years but less than 30 years employment	12%
Over 30 years employment	14%

ARTICLE 8 - SENIORITY

8.01 **(a)** **SENIORITY PRINCIPLE** - The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon their length of service with the Company, and their potential to efficiently fulfil**l** the job requirements.

(b) All promotions, transfers, filling of vacancies, layoffs, terminations, and re-hiring after layoffs or termination will be done strictly in accordance with the principles set forth in 8.01 (a).

(c) **PROBATIONARY PERIOD** - Seniority of each employee covered by this Agreement will be established after a probationary period of sixty (60) days worked which may be accumulated over a period of six (6) months.

(d) **TERMINATION OF PROBATIONARY EMPLOYEE** – Probationary Employees may be terminated for suitability reasons.

8.02 **SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:**

(a) occupational injury.

(b) absence from employment while serving in the non-permanent armed forces of Canada.

(c) absence due to illness or non-occupational injury.

(d) jury duty, Union gatherings and collective bargaining negotiations.

(e) authorized leave of absence.

(f) lay-off for the following periods, after which an employee's seniority will terminate:

1. Less than 12 months seniority - 6 months

2. Over 12 and less than 60 months seniority - 12 months

3. Over 60 months seniority - 24 months

8.03 **SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:**

(a) voluntarily quits the employ of the Company.

(b) over-stays authorized leave of absence except by reasons of force majeure.

(c) is discharged and not reinstated under the terms of this Agreement.

(d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail.

(e) is still on lay-off and the seniority retention period has elapsed as described in 8.02 (f).

(f) leaves the bargaining unit for more than twelve (12) months accumulative to work in a supervisory capacity.

8.04 **RECALL PROCEDURE** - Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail or courier. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Union Steward.

It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number.

8.05 **(a)** **SENIORITY LISTS** - The Company will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest their status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name and clock number

2. employee's starting date

3. employee's length of service in years and days

4. employee's regular classification and regular rate of pay

5. probationary employees will also be shown on the list.

(b) **SENIORITY LISTS - ADDITIONAL** - Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

8.06 SEVERANCE PAY

(a) Employees with one (1) year or more of service, whose employment is terminated as a result of permanent closure of the whole or any part of the plant, shall receive severance pay of five (5) days for each completed year of continuous service with the Company to a maximum of fifteen (15) weeks, at the rate of pay the employee was receiving on the date of termination. A day's pay shall continue to include regularly scheduled daily overtime or other premiums or add-ons as in the past, as applicable, with the calculation being based on the last three months prior to the closure.

(b) In the event legislation governing layoffs is implemented which overrides the Collective Agreement, an employee who is entitled to severance pay as a result of a lay-off may elect to take the severance pay at that time, or at any other time up to the end of the employee's recall rights. In the event the employee accepts such severance pay, the employee's seniority and recall rights shall be terminated.

(c) Severance pay shall include pay in lieu of notice of lay-off.

(d) **LAY-OFF NOTICE** - In cases of lay-off, the Company will give as much notice as possible.

ARTICLE 9 – HEALTH & SAFETY

9.01 HEALTH AND SAFETY - RESPONSIBILITY

(a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease. It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this Agreement.

(b) A Joint Health & Safety Committee for the workplace shall be established in accordance with the following:

(i) it must have at least four (4) members;

(ii) at least half (1/2) the members must be worker representatives;

(iii) the Union shall elect/appoint two (2) employees as representatives to the Joint Health and Safety Committee;

(iv) there shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.

(c) The Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson, with mutual agreement, is empowered to call extra meetings at any time.

9.02 SAFETY COMMITTEE

(a) Investigations

The Co-Chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany a WorkSafe BC Inspector during workplace visits.

In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives participate with the Joint Health & Safety Committee in the workplace to conduct a full investigation into the fatality or injury. The two representatives can either be from the Local Union, District 3 office or a combination of both.

(b) Education

Each member of the joint occupational health & safety committee, within six (6) months of becoming a member, is entitled to an annual education leave totaling eight (8) hours or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by, or with the approval of, the Board.

A member of the joint occupational health & safety committee may designate another member as being entitled to take all or part of the member's educational leave.

The Company must provide the educational leave under this section article without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

9.03 RIGHT TO REFUSE UNSAFE WORK

(a) In accordance with Section 3.12 of the Occupational Health and Safety Regulations, a person has the right and duty to not carry out any work process or operate any tool appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(b) In the event a person refuses work as referenced in 9.04 (a), the matter shall be resolved in the manner set out in Section 3.12 of the OHS Regulations.

(c) During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reason for the refusal.

9.04 HOUSEKEEPING AND SANITATION - All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

9.05 WASHROOM, LUNCHROOM - Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap, and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

9.06 **INJURED EMPLOYEE - REPORTING PROCEDURE** - Any employee suffering an injury while in the employ of the Company (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible, and also report to this Department (Attendant) on returning to work.

9.07 **INJURED EMPLOYEE - TRANSPORTATION** - Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

9.08 **INJURED EMPLOYEE - DAILY EARNINGS** - If an employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the employee's normal daily earnings for the day of injury. If injured while on a shift when shift premiums and/or differentials apply, premiums and applicable differential shall apply.

9.09 **EMPLOYEES WORKING ALONE** - Where an employee is employed under conditions where they might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.

9.10 **SAFETY EQUIPMENT – PERSONAL PROTCTION EQUIPMENT**

(a) **SAFETY BOOT ALLOWANCES**

(i) the boot allowance shall increase to two hundred **and twenty** dollars ($2**20**.00) per year for each employee having completed six **(6)** months of employment for the purchase of safety boots.

(ii) the six **(6)** months employment is from their first seniority date. An employee can purchase more than one (1) pair of boots throughout the year when using their monies and at the time of purchase they may use a portion of the boot allowance to purchase insoles. Receipt required.

(b) **PRESCRIPTION SAFETY GLASSES** If the cost is not covered by WorkSafeBC**,** the Company will pay reimbursement cost per calendar year for the replacement of prescription safety lenses broken or damaged while working at the **C**ompany. Payment will be made only upon presentation by the employee of the broken or damaged lenses and the receipt for the cost of the new lenses.

(c) **HEARING PROTECTION** The Company will supply foam hearing protection in all work areas. The Company will provide custom molded hearing protection to a maximum of two hundred dollars ($200.00) once every five (5) years or earmuff hearing protection once each year to employees that have completed six (6) months employment.

(d) **WELDING GLOVES** - The Company shall supply Welders with up to three (3) pairs of welding gloves and three (3) pairs of leather faced gloves per year, on a replacement basis, with no charge to the employee.

(e) **COVERALLS** – The Company will provide and launder employee coveralls. Employees may be held responsible for excessive damage to the coveralls.

(f) **SAFETY DEVICES**

(a) The Company shall provide, free of charge, all safety devices which an employee is required to use under the terms of:

(i) Company orders, rules or regulations, and

(ii) **t**he provisions of the Workers' Compensation Act and regulations and orders pertaining thereto.

(b) Items referred to in this Article shall be furnished on a loan basis, and the employee will be required to sign for same and return them to the Company in good condition (fair wear and tear excepted) as and when the Company so requires.

9.11 **RETURN TO WORK/STAY AT WORK**

The Company and USW, Local 2009 recognize their shared moral and legal Responsibilities towards employees with disabilities under the BC Human Rights Code. The Company shall notify the Union whenever there is a request for accommodation. The Company, the employee and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

9.12 **CLEAN-UP AND TOOL STOWAGE** Journey**trades** and Apprentices shall be given a five (5) minute clean-up time before the end of their shift for the clean-up and stowage of personal tools.

9.13 **TAPES & BLADES** After completion of one **(1)** year's service the Company will supply employees with suitable tapes and blades on a replacement basis to a maximum of six (6) per calendar year.

9.14 **RESPECT IN THE WORKPLACE**

The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, and discrimination, including but not limited to, racial, sexual, age, national origin, disability or Union membership. Management will take measures that are deemed appropriate against person under their direction who engage in harassment of another employee.

In any arbitration case arising out of this Article, where an Arbitrator finds that harassment has occurred, the Arbitrator may impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other employees. The Arbitrator may direct a transfer or reassignment of the perpetrator to another location or shift assignment without regard to their seniority.

ARTICLE 10 - GENERAL PROVISIONS

10.01 **APPENDICES** - The attached Appendices (individual **C**ompany provisions) are a part of this Collective Agreement and the Parties are bound by their terms.

10.02 **EDUCATION AND TRAINING FUND**

(i) **t**he Company shall contribute to the Union the sum of five cents ($.05) per hour per employee for each hour worked for education and training of Union members.

(ii) **t**he money shall be made payable to Local Union 2009 Education and Training Fund, #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6 and shall be remitted by the 15th of each month for the previous month and the Company shall provide necessary information regarding amounts paid for each employee.

(iii) **u**pon request but no less than once each contract year the Union shall provide the Company with an accounting of the fund disbursements.

10.03 **LETTERS OF UNDERSTANDING AND MEMORANDUMS**

(a) **FORM PART OF COLLECTIVE AGREEMENT** – The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the Parties shall be considered as part of the Collective Agreement.

(b) **COPIES TO UNION** – The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which form part of the current Collective Agreement.

(c) **RENEWAL ALL AGREEMENTS** – Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

Renewed Letters of Understanding shall remain in effect during the terms of this Agreement.

10.04 **PICKET LINE** - No employee shall be required to cross a legal picket line which has been recognized by the Union.

10.05 **HUMANITY FUND** Upon written authorization from an employee, the Company agrees to deduct twenty dollars ($20.00) from each employee on October 1st of each year and forward it to the United Steelworkers of America, Humanity Fund, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7.

10.06 **MOONLIGHTING** The term “Moonlighting” shall refer to an employee who regularly makes a practice of working for two (2) or more Employers. When moonlighting affects the Company’s business or the employee’s ability to perform their work it shall be cause for reprimand and/or dismissal. When moonlighting affects the Union, the Company agrees to co-operate with the Union with a reprimand and/or dismissal. Prior to reprimanding or dismissing any employee, the **C**ompany, the Union and the affected employee(s) shall meet to discuss any concerns and try to resolve the situation.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 GRIEVANCES WILL BE PROCESSED AS FOLLOWS:

STEP 1 – It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given the employee's Supervisor an opportunity to adjust the complaint.

If, after registering the grievance with the designated Management Representative and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

STEP 2 – The grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated Management Representative within a further three (3) working days give the Company's answer on the grievance form, and return it to the Union.

STEP 3 – If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the designated Management Representative, who shall within three (3) working days, hold a meeting with the Union Grievance Committee (not to exceed three (3) in number) and the appropriate representatives of the Company, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Company's Representative will within a further three (3) working days give the Company's decision in writing to the Union on or attached to the grievance form.

If settlement is not reached the grievance will proceed to Step 4.

STEP 4 – Arbitration or Expedited Arbitration.

11.02 TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:

Appeal To	Time	Answer
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
Step 2	Within 5 days of answer	3 days
Step 3	Within 5 days of answer	3 days
Step 4	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.03 DISCHARGE CASES - If an employee believes that they have been unjustly discharged they may commence grievance procedure and it will be instituted at Step 2.

11.04 **GROUP OR GENERAL GRIEVANCES** - Grievances of a general or group nature will be put in writing and instituted at Step 2.

11.05 **TIME LIMITS - FAILURE TO ACT** - If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.06 **GRIEVANCE COMMITTEEMEN AND COMPANY REPRESENTATIVES** - At each of the three grievance steps the Company and the Union may have equal representation.

11.07 **COMPANY REPRESENTATIVE - STEPS 2 AND 3** - If a Company's administrative staff is such that the same Company representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in **Article** 11.03 and **Article** 11.05.

ARTICLE 12 - EXPEDITED ARBITRATION

12.01 Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the Collective Agreement, with due regard to the following.

12.02 An Arbitrator, shall be appointed by the Vice-Chair – Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three **(3)** Parties.

12.03 **TIME LIMITS**

(a) Within thirty (30) calendar days after receipt of the Step 3 answer, the Company or the Union initiating the grievance shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the other Party, or their designate. Should the representatives of the other Party deem that the issue does not meet the criteria of section 12.06 (a) of this Article, the initiating Party will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of Article 12.06 (a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the initiating Party for further determination as if at the conclusion of the Third Stage of the grievance procedure.

(b) The list of members of the panel shall be maintained alphabetically to be used by fixed rotation. The next panel member shall be contacted and requested to serve on the case or cases designated for Expedited Arbitration at a time and place agreed upon by the Company and Union Representatives. The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three Parties.

12.04 Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated representative of the Local Union 2009 and a designated representative of the local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

12.05 HEARING PROCEDURE

(a) The hearing shall be informal

(b) No briefs shall be filed or transcripts made

(c) There shall be no formal evidence rules

(d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before them by the representatives of the Parties. In all respects, they shall assure that the hearing is a fair one.

(e) If the Arbitrator or the Parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the Parties, the case shall be referred back to the initiating Party for final deposition.

(f) The Arbitrator shall render their written decision within five (5) workdays following the date of the hearing. Their decision shall be based on the facts presented by the Parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both Parties.

12.06 (a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

(b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article 13.10 of this Agreement.

ARTICLE 13 - ARBITRATION

13.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

13.02 Any matter referred to arbitration, as provided in 13.01 hereof, shall be submitted to a single Arbitrator selected from the following list:

1. Amanda Rogers

2. Vince Ready

3. Jessica Gregory

4. Christopher Sullivan

13.03 The Arbitrator shall have the authority to act as a Mediator/Arbitrator upon application of either Party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.

13.04 The Arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.

13.05 The Arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Company carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

13.06 If, during the life of this Agreement, one of the Arbitrators named in 13.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.

13.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses or the arbitrator on an equal basis.

13.08 No matter may be submitted to Arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

13.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter to amend any of the provisions of this Agreement.

13.10 A claim by an Employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the employer's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring Parties or determined by the Arbitrator as the case may be.

ARTICLE 14 - INSURANCE AND MEDICAL PLAN

14.01 **(a)** The Company shall provide health and welfare benefits as described in the Metal Industries Steelworkers Insurance Plan, **as amended from time to time**. The Company will ensure that all employees are provided with updated benefit plan booklets, as this will be useful to the employee(s) to understand their benefits.

(b) Premium costs of both the Medical and Insurance Plans will be Company 100% paid.

(c) Participation in the Plan(s) will be a condition of employment.

14.02 **BOARD OF TRUSTEES** - A Board of Trustees, composed of three (3) members representing participating Employers and three (3) members representing the United Steelworkers is responsible for the administration, and supervision of the Plan.

14.03 **COVERAGE**

(a) **EXTENDED HEALTH BENEFITS**

Benefits as described in the Metal Industries Steelworkers Insurance Plan, issued February 1, 2023, with an addition of:

(i) Eye Examinations – Effective the first day of the second month following ratification, eye examinations will be reimbursed at one hundred and twenty-five ($125.00) dollars.

Plan Maximum - The lifetime maximum payment for any one member or dependent is $1,000,000.00.

(b) **INSURANCE COVERAGE**

(i) **LIFE INSURANCE -** $90,000

(ii) **A.D.& D. -** $90,000

(iii) **WEEKLY INDEMNITY**

Equal to the EI Sickness weekly benefit maximum amount, for a maximum of twenty-six (26) weeks. (1-4-26)*

The Company will top up Weekly Indemnity **by fifty dollars ($50.00) above the EI maximum.**

Exception – Article 14.03(b)(iii) above will not apply when Workers' Compensation is payable.

14.04 **GENERAL PRINCIPLES**

(a) Coverage will be portable between **C**ompanies.

(b) Coverage will be provided during lay-off, up to a cumulative maximum of three (3) months, in a calendar year, beyond the current month of lay-off.

(c) Coverage during lay-off will be supplied without charge to the Parties.

(d) Employees who receive weekly indemnity benefits but later receive WCB benefits for the same injury/illness shall reimburse the plan for the full amount of weekly indemnity payments received.

14.05 **INSURANCE COVERAGE COMMENCES:**

Immediately for employees presently covered and on lay off from another company participating in this Plan.

Three (3) month waiting period for employees first entering the employ of a **C**ompany participating in this Plan.

Three (3) month waiting period for employees who have been on lay-off beyond their seniority retention period.

14.06 **EMPLOYEE ASSISTANCE PLAN** – The Employer Company agrees to establish an Employee Assistance Program, utilizing an outside agency, within the first year of the new Agreement.

ARTICLE 15 - DENTAL PLAN

15.01 The Employer Company will supply a dental plan as follows:

15.02	**COVERAGE**	BASIC DENTAL	100%
		PROSTHETIC APPLIANCES & CROWN AND BRIDGE PROCEDURES	60%

15.03 **PREMIUM DIVISION** Company 100%

15.04 **PARTICIPATION** - A condition of employment.

15.05 **EFFECTIVE DATE** - For new employees dental coverage will commence on the first of the month following three (3) months of employment.

15.06 An annual financial statement will be supplied to any Union whose members are covered under this Plan and a named Union representative may obtain knowledge of the Plan and discuss claims with the underwriter.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

16.01 LEAVE FOR PERSONAL REASONS

(a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:

(i) they request it from the Company in writing, and

(ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, they will be considered as having terminated their employment.

(b) A leave of absence may be extended up to thirty (30) calendar days if there is a good reason and the Company and the Union agree to it. The employee must request the extension in writing before their first leave period has terminated.

(c) The Union will be notified of all leaves granted under this Article.

16.02 LEAVE TO ATTEND UNION GATHERINGS – WITHOUT PAY

(a) Employees who have been elected or appointed by the Union to attend International, National or local gatherings will be granted leave of absence without pay for this purpose. Not more than one (1) employee may take such leave at one time and they must give the Company notice in writing at their earliest opportunity but no later than **fourteen (14)** working days**'** notice in writing. This notice must be confirmed by the Union. Leave will not exceed **ten (10) working days per calendar year**, plus reasonable travel time.

(b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

16.03 LEAVE FOR UNION BUSINESS - The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional three (3) year periods.

16.04 FAMILY RELATED LEAVES – Employees meeting the criteria for such leaves will be granted leaves of absences in accordance with the provisions of Part 6 of the Employment Standards Act**.**

16.05 BEREAVEMENT PAY - If a death occurs in the immediate family of an employee who is both scheduled and available for work, the Company will grant five (5) days paid leave of absence.

Immediate family will include spouse, same sex partner, children, step-children, the employee's parents, the employee's siblings.

The Company will grant three (3) days paid leave of absence for parents-in-law, grandparents, grandchildren and siblings-in-law.

16.06 JURY DUTY - If an employee is summoned or subpoenaed for jury selection or for jury duty, the Company will grant the employee leave of absence with pay, which will be the difference between their regular pay and the monies received for jury duty.

On any day when an employee is called but not chosen for duty they must return to work for the balance of the shift. They must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

ARTICLE 17 - WAGES

17.01 WAGE SCHEDULE

(a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is a part of this Collective Agreement.

(b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).

(c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Article, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

17.02 NEW OR CHANGED JOB CLASSIFICATION

(a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

(b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

17.03 DAILY RATE RETENTION - Employees will be allowed daily rate retention at the rate of the highest rated classification worked by them during each shift, and such rate shall be used as the basis to calculate overtime.

17.04 CHEQUE ISSUE - NO DELAY - The Company will make provisions so that there will be no undue delay in issuing cheques on pay day.

17.05 STATEMENT OF EARNINGS - The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on their pay statement so that the employee can clearly understand how their total pay was calculated.

17.06 FIRST AID ATTENDANTS

$.35 per hour over occupational rate - Level I
$1.20 per hour over occupational rate - Level II

The First Aid Certificate requirement as **determined by *WorkSafeBC*** will determine the premium that will be paid.

Upon successful completion of the course, the employer will pay course fees and cost of books for employees required to attend First Aid Courses.

Employees required to attend First Aid Courses will be reimbursed regular wages for lost time while in attendance at a course.

17.07 PAYMENT OF WAGES - IRREGULAR - Any employee being discharged, laid off, or leaving of their own accord will be paid all wages due to them as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day.

17.08 LEAD HAND AND CHARGE HAND DEFINITIONS

(a) **LEAD HAND** is an employee who is assigned to instruct others in the performance of their work but will not be held responsible for the quality and quantity of work.

(b) **CHARGE HAND** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of work.

(c) **PREMIUMS**

LEAD HAND	$1.50 per hour
CHARGE HAND	$2.00 per hour
SHIFT ASSISTANT CHARGE HAND	$3.50 per hour
SHIFT CHARGE HAND	$5.00 per hour

Red-circle where the classification of Working Foreman presently exists as a classification.

An employee working as Lead Hand, Charge Hand, or Shift Charge Hand will receive the appropriate premium above the highest classification supervised or above their own rate, whichever is greater.

17.09 **APPRENTICESHIP WAGE SCHEDULE**

THREE YEAR	FOUR YEAR
Start to 6 mos. – 55%	Start to 6 mos. – 55%
6 mos. to 12 mos. – 60%	6 mos. to 12 mos. – 60%
12 mos. to 18 mos. – 70%	12 mos. to 18 mos. – 70%
18 mos. to 24 mos. – 80%	18 mos. to 24 mos. – 80%
24 mos. to completion – 90%	24 mos. to 36 mos. – 90%
	36 mos. to completion – 95%

17.10 **APPRENTICESHIP - SCHOOL REIMBURSEMENT** - When an Apprentice attends Apprenticeship Day School, the Company will reimburse them with fifty percent (50%) of the difference between their rate of pay and the government grant which they receive.

The Company will pay for an apprentice's tuition and books when they attend trade school. In return apprentices are expected to remain with the Company for a period of at least four (4) years following completion of their apprenticeships. If they do not do so the Company will be reimbursed by the employee for the tuition and books according to the following scale:

If the Employee Leaves	Percentage of Reimbursement
0 – 12 months	100%
12 – 24 months	75%
24 – 36 months	50%
36 – 48 months	25%
After 48 months	0

ARTICLE 18 - JOB POSTING

18.01 **JOB OPENINGS (NOT TEMPORARY)** - All job postings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for three (3) working days.

18.02 JOB OPENINGS (TEMPORARY)

(a) Job openings in the bargaining unit not subject to the Job Posting Procedure shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement up to a maximum of (30) days.

(b) All job openings (temporary) shall be filled in accordance with the principle established in 8.01 (a) and (b) of the Collective Agreement.

18.03 JOB APPLICATIONS (DELAYED) - If an employee is not at work, for the following reasons, when a job is posted, they may apply for the job, if they do so within three (3) working days of their return to work.

1. vacation,

2. authorized leave of absence not exceeding thirty (30) days,

3. absence resulting from an accident or illness not exceeding thirty (30) days,

4. absence on Workers' Compensation not exceeding thirty (30) days.

18.04 SELECTION OF SUCCESSFUL APPLICANT - Preference will be given to applications from the most senior employees in accordance with the principles established in Article 8.01 (a) of this Agreement.

18.05 TRIAL PERIOD - The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

If under Article 8.01 an employee who applies and is the senior applicant but is denied the job on the basis of the Company's assessment, that employee will be afforded a trial period of up to five (5) days.

18.06 RETURN TO FORMER JOB

(a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion they are not performing efficiently, or the employee wishes to do so, they will revert to their immediate previous job, without loss of seniority.

(b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

18.07 SUCCESSFUL APPLICANT NOTICE The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice. All job postings not filled by successful applicants within thirty (30) days are considered void.

18.08 In the event that none of the applicants meet the requirements of the job in relation to Article 8.01 (a) of this Agreement, the Company may fill the vacancy from any available source.

18.09 **PREFERENTIAL HIRING** - When additional employees are required, the Union hall will be notified. It is agreed that the Union may refer suitable applicants for employment to the Company.

ARTICLE 19 - PENSION

19.01 VANCOUVER STEELWORKERS PENSION PLAN (VSPP)

(a) The Pension Plan Agreement made between the Company and the United Steelworkers on the 16th day of November, A.D. 1959, (including any subsequent amendments thereof) a copy of which is annexed hereto, is a part of this Collective Agreement and the Parties to this Collective Agreement are bound by the terms thereof subject to the provisions of the Collective Agreement.

(b) The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Company shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article.

(c) Both Parties shall execute the required documents to allow the Union to appoint 100% of the Trustees.

(d) Amendments to the Pension Plan made by the trustees after (whatever date the Plan is amended), which may have an effect upon the Company's responsibility toward the Plan, over and above the contributions required in this Article, shall have no effect on the Company unless specifically agreed to by the Company prior to the amendment being made.

(e) L-M Equipment Co. (1981) Ltd. is in the **Vancouver** Steelworkers Pension Plan.

19.02 COMPANY PENSION CONTRIBUTION

Effective February 1, 20**26,** the contribution will **be** four dollars and twenty cents ($4.20) per hour**, for the life of the Collective Agreement.**

19.03 PENSION CONTRIBUTIONS DURING LEAVE TO ATTEND UNION GATHERINGS

(a) The Company will pay the pension contribution for employees granted leave of absence under Article 16.02 - LEAVE TO ATTEND UNION GATHERINGS.

(b) The Company will be reimbursed for the Company contributions from the employee's first pay cheque after the leave of absence.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 TECHNOLOGICAL CHANGE

(a) In the event that the Company introduces a **measure, policy, practice or** technological change **that affects the terms, conditions or security of employment of a significant number of employees, the Company must**

provide the Union with at least sixty (60) days' notice before the date on which the change will take effect.

(b) **It is agreed that the Company and the Union will meet within fourteen (14) days of the notice being received by the Union to develop an adjustment plan.**

(c) **If there is a d**isplacement of employees from employment with the Company**, t**he Company will cooperate with Canada **Retraining and Opportunities Initiatives Program** to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

ARTICLE 21 - SAVINGS CLAUSE

21.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

21.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgment or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall be for the period from and including February 1st, 20**26** to and including January 31st, 20**29**, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is January 31st, 20**29**, or immediately preceding the last day of January in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

22.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer Company shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

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

IN WITNESS WHEREOF:

The Parties have executed this Agreement at Burnaby, BC this 7th day of May, 20**26**.

L-M EQUIPMENT CO. (1981) LTD.	**UNITED STEELWORKERS ON BEHALF OF LOCAL UNION 2009**
Brad Weiks	thelittlevoices p (May 7, 2026 15:32:59 PDT)
	Kelly Gulka
	Cindy A. Lee

L-M EQUIPMENT CO. (1981) LTD., LOCAL 2009

APPENDIX "A"

WAGE SCHEDULE

	2%	2%	2%
	Effective	Effective	Effective
	Feb 1, 2026	Feb 1, 2027	Feb 1, 2028
CLASSIFICATION			
Journey Trades	**$44.07**	**$44.96**	**$45.85**
Millwright			
Electrician			
Fabricator			
Machinist			
Inventory/Operator Specialist	**$42.14**	**$42.98**	**$43.84**
Yard Saw Assembler	**$40.51**	**$41.32**	**$42.15**
Burner, Welder	**$38.96**	**$39.74**	**$40.54**
Bar Processor	**$38.02**	**$38.78**	**$39.55**
Service Technician	**$38.02**	**$38.78**	**$39.55**
Saw & Splitter Assembler	**$36.64**	**$37.37**	**$38.12**
Machine Operator	**$36.24**	**$36.97**	**$37.70**
Helper/Bar Helper	**$35.39**	**$36.10**	**$36.82**

RED-CIRCLE RATES - It is agreed that where red-circle rates exist they will continue to exist while the employee is employed in that specific job classification and, in addition, will receive the negotiated wage increases.

Employees who use their personal vehicles on Company business will be reimbursed at the **Canada Revenue Agency (CRA)** rate.

LETTER OF UNDERSTANDING #1

BETWEEN

L-M EQUIPMENT CO. (1981) LTD.

AND

UNITED STEELWORKERS
(on behalf of Local Union 2009)

RE: BREWER DISTRIBUTOR LTD. (BDR) MAINTENANCE CONTRACT

The Parties confirm our Agreement regarding the special employment terms that will apply to employees hired to work at BREWER DISTRIBUTOR LTD. L-M EQUIPMENT has an opportunity to participate in a new business opportunity with BREWER DISTRIBUTOR LTD., and in order to meet the needs of this opportunity, L-M EQUIPMENT will hire approximately **nine** (9) employees in the following classifications which do not exist under the current Collective Agreement.

The success of this opportunity will benefit L-M EQUIPMENT and all of its employees, and may pave the way for more such opportunities in the future. However, in order for this opportunity to succeed, it is necessary for L-M EQUIPMENT and USW to agree to terms and conditions which will apply to employees working at BREWER DISTRIBUTOR LTD.

By their signatures below the above referenced Parties agree that the terms and conditions of the Collective Agreement between them shall apply to the employees hired by the **C**ompany to perform work at Brewer Distributor Ltd. Except as amended in the following particulars:

1) L-M EQUIPMENT shall maintain a single seniority list for all employees. The seniority list shall include all employees working at BREWER DISTRIBUTOR LTD and the L-M Fabrication Shop.

2) Appendix “A” shall include Millwrights, Mechanics and Electricians (Journey Trades) reflecting the corresponding base rate plus negotiated wage increases.

3) Appendix “A” shall also include “Service Technician” **reflecting the corresponding** base rate plus negotiated wage increases. When the Machine Operator is not running the ACLP, they will be expected to assist the Maintenance Personnel, who are expected to run the ACLP for break coverage, vacations and in emergencies. When assigned to run the ACLP during their regular shifts, Machinists, Millwrights and Electricians shall receive a premium of two dollars and fifty cents ($2.50) while operating the machine. This premium shall not apply when overtime is payable.

4) The Probationary Period shall be three (3) calendar months with those employees hired as Millwrights, Mechanics, Electricians, Service Technicians and Machine Operators.

5) Employees assigned to be “on-call” during their regular days off shall receive a lump sum payment of fifty dollars ($50.00) per day. If called out they shall receive two (2) hours minimum at overtime rates.

6) The provisions of Article 5.16 – Tuesday-Saturday Maintenance of the **C**ollective Agreement will apply to work at BDL.

7) When required, the Company may institute twelve (12) hour shifts on the following basis:

(a) Three **(3)** consecutive shifts (Monday-Wednesday or Thursday-Saturday) shall constitute a regular week's work. Employees will be notified of their start and end times.

(b) Employees will receive a premium of **eleven point eleven percent (**11.11**%)** for each straight-time hour worked. Overtime will be paid at double the employee's base rate.

(c) In addition, employees working the afternoon shift will receive a premium of sixty cents ($.60) per hour worked.

(d) Each twelve (12) hour shift will include a paid thirty (30) minute lunch period taken at approximately mid-shift and two paid fifteen (15) minute coffee breaks, one **(1)** taken in the first half of the shift and one **(1)** in the second half. Timing of the lunch and coffee breaks will depend upon work load at the time.

(e) Employees working the twelve (12) hour shift who would qualify for Plant Holiday pay under Article 6 of the Collective Agreement will receive twelve (12) hours pay for each Plant Holiday.

(f) If a Plant Holiday falls on an employee's regular day off it shall be celebrated on the employee's next regular work day(s).

(g) A vacation week under Article 7 of the Collective Agreement shall consist of three working days or thirty-six (36) hours.

(h) Pension payments under Article 19.0**2** shall be increased by **eleven point eleven percent (**11.11**%)** for each hour worked.

(i) In situations where Journey Trade employees are working alone and are directed or required to operate the ALCP for more than two (2) hours due to Operators not on shift or when there is only one (1) Operator, and both ALCP machines are operating, there will be an attempt to bring in an additional employee to assist.

8) When required, the Company may institute ten (10) hour shifts on the following basis.

(a) Four **(4)** consecutive shifts (Monday-Thursday or Tuesday-Friday) shall constitute a regular week's work. Employees will be notified of their start and end times.

(b) Overtime will be paid double the employee's base rate.

(c) In addition, employees working the afternoon shift will receive a premium of sixty cents ($.60) per hour worked.

(d) Each ten (10) hour shift will include a paid thirty (30) minute lunch period taken at approximately mid-shift and two paid fifteen (15) minute coffee breaks, one **(1)** taken in the first half of the shift and one **(1)** in the second half. Timing of the lunch and coffee breaks will depend upon work load at the time.

(e) Employees working the ten (10) hour shift who would qualify for Plant Holiday pay under Article 6 of the Collective Agreement will receive ten (10) hours pay for each Plant Holiday.

(f) If a Plant Holiday falls on an employee's regular day off it shall be celebrated on the employee's next regular work day(s).

(g) A vacation week under Article 7 of the Collective Agreement shall consist of four working days or forty (40) hours.

(h) Pension payments under Article 19.0**2** shall be paid for each hour worked.

9) In the event that BREWER DISTRIBUTOR LTD directs that an employee be removed from its site for just cause, BREWER DISTRIBUTOR LTD shall provide L-M EQUIPMENT with its evidence of such just cause and in turn, L-M EQUIPMENT shall provide the evidence to USW 2009. If the evidence is not contrary to the Human Rights Code or any other statute of general application and sufficiently warrants the employee be terminated, the employee will be terminated by L-M Equipment subject to the grievance and arbitration procedures contained in the Collective Agreement between the Parties.

In the event that BREWER DISTRIBUTORS LTD. directs that an L-M employee be removed from its site for other than just cause the following shall apply:

(a) If suitable work is available for a minimum period of six (6) months, the employee will be assigned to such work in the fabrication shop;

(b) If work is not available:

(i) the employee may retain seniority rights and remain on layoff, in accordance with the Collective Agreement; or

(ii) **d**uring the period starting on the **thirtieth (**30th**)** day after layoff up to the expiration of recall rights, the employee (having completed the probationary period) may elect to be paid severance providing they have not been recalled to work by L-M Equipment Co. (1981) Ltd. Severance pay will be calculated as three **(3)** months' pay during the first year of service and one **(1)** month of severance for each additional year of service with L-M EQUIPMENT and based on the rate of pay at time of layoff, with no minimum and no cap.

L-M EQUIPMENT shall pay severance pay to the employee on the expiration of their recall period.

L-M EQUIPMENT agrees to hold harmless and indemnify the USW 2009 in the event that the Human Rights Code or other statute of general application has been violated in the removal of an employee from BREWER DISTRIBUTOR LTD.

10) Nothing in this Agreement prevents the employee from exercising seniority right to vacancies, job postings, transfers and upon layoff, bumping or being recalled to available work in either unit.

11) It is agreed that these terms are entered into solely to address the unusual circumstances of the opportunity for L-M EQUIPMENT to perform installation and monitoring work at BREWER DISTRIBUTOR LTD. Should circumstances change from those that are understood at the time this letter is entered into, the Parties agree that they shall meet to renegotiate this Agreement or having provided the Party with sixty (60) days' notice terminating this Agreement.

12) This letter is incorporated into and forms part of the **C**ollective Agreement between the Parties.

Signed this 18th day of September, 2017.

L-M EQUIPMENT CO. (1981) LTD.	**UNITED STEELWORKERS ON BEHALF OF LOCAL UNION 2009**
"originally signed"	***"originally signed"***

Renewed: February 10, 2026.

LETTER OF UNDERSTANDING #2

BETWEEN

L-M EQUIPMENT CO. (1981) LTD

AND

UNITED STEELWORKERS
(on behalf of Local No. 2009)

WHEREAS the Parties entered into a Collective Agreement (hereinafter referred to as the Agreement) effective February 1st, 2017.

AND WHEREAS the Parties desire to interpret the Agreement for the purpose of the implementation of Article 7 - Vacations With Pay.

NOW THEREFORE this Letter of Understanding shall constitute an integral part of the Agreement and provides an interpretation of the Agreement in the following particulars:

(A) Adjustment of Anniversary Date to Cut-Off Date.

Reasons therefore: Since the employment date of an employee seldom coincides with a vacation cut-off date, it is necessary, in order to administer vacations in an orderly manner to adjust an employee's vacation pay and vacation time to the cut-off date.

(B) There are six times when an employee's vacations must be adjusted to the cut-off date:

(1) After one year but less than three years' employment, when the employee is entitled to two (2) weeks' vacation.

(2) After three years but less than seven years' employment, when the employee is entitled to three (3) weeks' vacation.

(3) After seven years but less than fourteen years' employment, when the employee is entitled to four (4) weeks' vacation.

(4) After fourteen years but less than eighteen years' employment, when the employee is entitled to five (5) weeks' vacation.

(5) After eighteen years but less than thirty years' employment, when the employee is entitled to six (6) weeks' vacation.

(6) After thirty years or more, when the employee is entitled to seven (7) weeks' vacation.

(C) The following is the interpretation to be applied to Article 7 - Vacations With Pay in the L-M Equipment (1981) Ltd. (Machine & Fabricating Shops) - UNITED STEELWORKERS, LOCAL 2009.

(1) Article 7.01 of the L-M EQUIPMENT CO. (1981) LTD. U.S.W. Agreement provides for payment of vacations to an employee who has worked less than one (1) year on the following basis:

- Four percent (4%) of their gross earnings.

- One (1) day's vacation for each major fraction of a month worked (maximum ten (10) working days).

The provisions of this Section are the basis of adjusting a new employee's vacation pay and vacation time to a cut-off date.

(2) When an employee becomes entitled to three (3) weeks' vacation, their vacation pay and vacation time off will be adjusted to the cut-off date by:

- Crediting the employee's vacation account with two percent (2%) of their gross earnings from their employment anniversary date to the cut-off date.
- Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between their anniversary date and the cut-off date to five (5) working days.

(3) When an employee becomes entitled to four (4) weeks' vacation, their vacation pay and vacation time off will be adjusted to the cut-off date by:

- Crediting the employee's vacation account with two percent (2%) of their gross earnings from their employment anniversary date to the cut-off date.
- Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between their anniversary date and the cut-off date to five (5) working days.

(4) When an employee becomes entitled to five (5) weeks' vacation, their vacation pay and vacation time off will be adjusted to the cut-off date by:

- Crediting the employee's vacation account with two percent (2%) of their gross earnings from their employment anniversary date to the cut-off date.
- Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between their anniversary date and the cut-off date to five (5) working days.

(5) When an employee becomes entitled to six (6) weeks' vacation, their vacation pay and vacation time off will be adjusted to the cut-off date by:

- Crediting the employee's vacation account with two percent (2%) of their gross earnings from their employment anniversary date to the cut-off date.
- Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between their anniversary date and the cut-off date to five (5) working days.

(6) When an employee becomes entitled to seven (7) weeks' vacation, their vacation pay and vacation time off will be adjusted to the cut-off date by:

- Crediting the employee's vacation account with two percent (2%) of their gross earnings from **their** employment anniversary date to the cut-off date.
- Crediting the employee's vacation account with the amount of time off resulting from applying the fraction of the year between their anniversary date and the cut-off date to five (5) working days.

(D) Examples of adjusting an employee's vacation:

Assume	**Assume**
Employee starts work Jan. 1st	Employee starts work Oct. 1st
Cut-off date June 30th	Cut-off date June 30th
Wage rate of $5.00 per hour	Wage rate of $5.00 per hour
2,080 work hours per year	2,080 work hours per year
One week's vacation = 2%	One week's vacation = 2%
Two weeks' vacation = 4%	Two weeks' vacation = 4%
One week's vacation = 5 working days	One week's vacation = 5 working days
Two weeks' vacation = 10 working days	Two weeks' vacation = 10 working days
(Fraction days .5 and over take to higher full day)	
- Adjust part of first year to cut-off date	- Adjust part of first year to cut-off date
- 4% of earnings Jan. 1 to Jun. 30	- 4% of earnings Oct. 1 to Jun. 30
- 2 weeks' vacation = 4%	- 2 weeks' vacation = 4%
- Earnings Jan. 1 to Jun. 30 = 5,200.00	- Earnings Oct. 1 to Jun. 30 = 7,800.00
- 4% of 5,200.00	- 4% of 7,800.00
- Days of vacation, 6/12 x 10 = 5 work days	- Days of vacation, 9/12 x 10 = 7.5 (8) work days
- Total days' vacation (adjustment year only = 5 work days.	- Total days' vacation (adjustment year only) = 8 work days.
- Adjust 3rd wk of vacation to cut-off date	- Adjust 3rd wk of vacation to cut-off date
- Adjust 1 wk from Jan.1 to Jun.30	- Adjust 1 wk from Oct. 1 to June 30
- 1 weeks' vacation = 2% of earnings	- 1 weeks' vacation = 2% of earnings.
- Earnings Jan. 1 to Jun. 30 = 5,200.00	- Earnings Oct. 1 to Jun. 30 = 7,800.00
- 2% of 5,200.00	- 2% of 7,800.00
- Days of vacation, 6/12 x 5 = 2.5(3) work days	-Days of vacation, 9/12 x 5 = 3.75(4) work days
- Total days' vacation (adjustment year only) = 18 work days	- Total days' vacation. (adjustment year only) = 19 work days
- Adjust 4th week of vacation to cut-off date	- Adjust 4th week of vacation to cut-off date
- Adjust 1 wk from Jan.1 to Jun.30	- Adjust 1 wk from Oct. 1 to June 30
- 1 weeks' vacation = 2% of earnings	- 1 weeks' vacation = 2% of earnings.
- Earnings Jan. 1 to Jun. 30 = 5,200.00	- Earnings Oct. 1 to Jun. 30 = 7,800.00
- 2% of 5,200.00	- 2% of 7,800.00
- Days of vacation, 6/12 x 5 = 2.5(3) work days	- Days of vacation, 9/12 x 5 = 3.75(4) work days
- Total days' vacation (adjustment year only) = 23 work days.	- Total days' vacation (adjustment year only) = 24 work days.
- Adjust 5th week of vacation. to cut-off date	- Adjust 5th week of vacation to cut-off date
- 1 weeks' vacation = 2% of earnings	- 1 weeks' vacation = 2% of earnings.
- Earnings Jan. 1 to Jun. 30 = 5,200.00	- Earnings Oct. 1 to Jun. 30 = 7,800.00
- 2% of 5,200.00	- 2% of 7,800.00
- Days of vacation, 6/12 x 5 = 2.5(3) work days	- Days of vacation, 9/12 x 5 = 3.75(4) work days
- Total days' vacation. (adjustment year only) = 28 work days	- Total days' vacation (adjustment year only) = 29 work days.
- Adjust 6th week of vacation. to cut-off date	- Adjust 6th week of vacation. to cut-off date
- Adjust 1 wk from Jan. 1 to Jun. 30	- Adjust 1 wk from Oct. 1 to June 30

- 1 weeks' vacation = 2% of earnings
- Earnings Jan. 1 to Jun. 30 = 5,200.00
- 2% of 5,200.00
- Days of vacation, 6/12 x 5 = 2.5(3) work days
- Total days' vacation. (adjustment year only) = 33 work days.

- Adjust 7th week of vacation. to cut-off date
- Adjust 1 wk from Jan. 1 to Jun. 30
- 1 weeks' vacation = 2% of earnings
- Earnings Jan. 1 to Jun. 30=5,200.00
- 2% of 5,200.00
- Days of vacation, 6/12 x 5 = 2.5(3) work days
- Total days' vacation (adjustment year only) = 38 work days.

- 1 weeks' vacation = 2% of earnings.
- Earnings Oct. 1 to Jun. 30 = 7,800.00
- 2% of 7,800.00
- Days of vacation, 9/12 x 5 = 3.75(4) work days
- Total days' vacation. (adjustment year only) year = 34 work days.

- Adjust 7th week of vacation. to cut-off date.
- Adjust 1 wk from Oct. 1 to June 30
- 1 weeks' vacation = 2% of earnings.
- Earnings Oct. 1 to Jun. 30=7,800.00
- 2% of 7,800.00
- Days of vacation, 9/12 x 5 = 3.75(4) work days
- Total days' vacation (adjustment year only = 39 work days

Signed this 18th day of September, 2017.

L-M EQUIPMENT CO. (1981) LTD.

"originally signed"

UNITED STEELWORKERS ON BEHALF OF LOCAL UNION 2009

"originally signed"

Renewed: February 10, 2026.