

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTERN CLEANWOOD PRESERVERS LP**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
(ON BEHALF OF USW 2009)**

**June 15, 2017 – June 14, 2021**

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**THIS AGREEMENT entered into this 15<sup>th</sup> day of June, 2017**

**BETWEEN:**

**WESTERN CLEANWOOD PRESERVERS LP**

**(Hereinafter known as the "COMPANY")**

**OF THE FIRST PART,**

**AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS'  
INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
(ON BEHALF OF USW 2009)**

**(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, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement, it shall be deemed to include the equivalent feminine reference.

## ARTICLE I – BARGAINING AGENCY

### **Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 9815 Robson Road, Surrey, British Columbia, except confidential employees, office employees and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article XXVII, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXIX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

### **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 wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

### **Section 3: Bargaining Authority**

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

### **Section 4: Access to Operation**

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

## **ARTICLE II – EMPLOYER'S RIGHTS**

### **Section 1: Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

### **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: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

### **Section 2: Union Shop**

Each employee shall, at the time of hiring and as a condition of hiring or continued employment, become a member of the Union and maintain membership therein.

### **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 his 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 his membership.

## **Section 5: Union Membership**

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Local 2009 Constitution, and in accordance with the By-Laws of the following Local Unions: Nos. 1-1937, 1-85 and the Council of USW Locals certified for some divisions of Western Forest Products Inc.
- (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 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 in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

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 named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and 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: Employer Deductions From Wages - Employee Benefit Plans**

The Parties agree that the Company shall deduct from an employee's wages and shall remit the employee's contributions to the appropriate employee benefit plan, as agreed to by the parties to the Collective Agreement.

## ARTICLE IV – SHOP COMMITTEE

### **Section 1: Definition**

For the purpose of this Agreement, the Plant Committee are 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 seven (7) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

### **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members 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:

- (a) Article XVI - Health and Safety Committee, where the members are designated according to the provisions of the *Workers Compensation Act*, and
- (b) Article XXVIII - Right of Reference Committee.

## ARTICLE V – HOURS OF WORK

### **Section 1: Hours and Overtime**

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.

- (b) Double straight-time rates shall be paid for the following:
- (i) Hours worked in excess of eleven (11) hours per day;
  - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
  - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (c) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1(b) above.

## **Section 2: Alternate Shift Scheduling**

Effective September 15, 2004, this Article V, Section 2 and Supplement No. 8 Alternate Shift Scheduling, shall take effect.

- (a) Notwithstanding Article V, Section 1, Management shall have the right to implement other schedules, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.
- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:
- A. Rate and one-half shall be paid for the following:
- (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
  - (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
  - (iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.



B. Double straight-time rates shall be paid for the following:

- (i) All hours worked in excess of A (i) above.
  - (ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in the rest day has been agreed to between the employee and the Company.
- (c) Supplement No. 8 – Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

### **Section 3: Casual Work**

- (a) The term "casual work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees".
- (b) Casual work on production will be paid for at one and one-half times job rate.
- (c) Casual work on maintenance, repair and preparatory work will be paid for at straight-time job rate.
- (d)
  - (i) Weekend work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
  - (ii) A laid-off regular production employee shall be considered a production employee during the weekend of the week he is laid off and will be paid rate and one-half for any work he performs on either Saturday or Sunday except as provided in Section 1(b) above.
- (e) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.
- (f) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause (e), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

#### **Section 4: Saturday and Sunday Work**

- (a) Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employee and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these employees shall be paid at rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employee and the Company.
- (b) For the purpose of this Section, employees shall be engineers, operating millwrights, and maintenance workers.

#### **Section 5: Tuesday to Saturday**

It is agreed that maintenance, repair and construction employees can be employed on a Tuesday-to-Saturday work week 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 rate and one-half except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company the rate of pay will be rate and one-half. However, if the employee requests a temporary change from his rest day on Monday, work performed on Monday will be paid for at straight-time.

#### **Section 6: Completion of Afternoon Shift**

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight-time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three-shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

## **Section 7: Three-shift Operations**

- (a) The Company shall have the right to operate the plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- (b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

## **Section 8: Swing Shift**

- (a) The working force on the day shift in manufacturing plants shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.

## **Section 9: Rest Periods**

All employees in manufacturing plants shall be entitled to two (2) fifteen-minute paid rest periods and one 30 minute unpaid meal break during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision. The 30 minute break is paid for the First Aid person on shift.

## **Section 10: Hot Meals**

Where maintenance, repair or construction employees are required to work two (2) hours or more overtime beyond their normal shift, the Company shall provide a hot meal, such hot meal to be consumed by the employee on Company time before beginning the overtime work.

## **Section 11: 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 12: Notice**

If there is a change to an employee's scheduled shift, the Employer will give no less than one working weeks' notice to affected employee. The time restriction will not apply in cases of emergency or situations beyond the Employer's control. For clarity purposes, a statutory holiday occurring on a work day is considered part of the working week.

## **ARTICLE VI – TECHNOLOGICAL CHANGE**

### **Section 1: Joint Committee**

It is agreed that a Joint Committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The Committee will meet with the provincial and federal representatives concerned with retraining of manpower.

### **Section 2: Advance Notification**

The Company shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

### **Section 3: Retraining**

The Company shall co-operate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

### **Section 4: Rate Adjustment**

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 5 below, providing he exercises this option within the above-referred-to 6-month period.

- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XIII - Seniority brought on by mechanization, technological change or automation he will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply.

### **Section 5: Severance Pay**

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 4(b) above.

### **Section 6: Option**

Employees laid off from their regular jobs because of mechanization, technological change or automation shall have the option to terminate their employment and accept severance pay, either

- (a) at the time of layoff, or
- (b) at the point seniority retention expires.

## ARTICLE VII – WAGES

### Section 1: Rates

#### Regular Job Rate Schedule

		Year 1	Year 2	Year 3	Year 4
Wage Increases		\$0.30	\$0.35	\$0.40	\$0.42
	June 15, 2016	June 15, 2017	June 15, 2018	June 15, 2019	June 15, 2020
Millwright	\$28.00	\$30.00	\$30.35	\$30.75	\$31.17
Head Treater	\$25.94	\$26.55	\$26.90	\$27.30	\$27.72
Backup Treater	\$24.55	\$24.85	\$25.20	\$25.60	\$26.02
Kiln Operator	\$24.31	\$24.61	\$24.96	\$25.36	\$25.78
Incisor Operator	\$23.54	\$23.84	\$24.19	\$24.59	\$25.01
Forklift Operator	\$23.20	\$23.50	\$23.85	\$24.25	\$24.67
Stacker Operator	X	\$22.58	\$22.93	\$23.33	\$23.75
General Labourer	\$22.03	\$22.33	\$22.68	\$23.08	\$23.50

#### Notes:

- The Permacisor and Timber Incisor positions are replaced by the Incisor Operator.
- The Stacker Operator position is introduced in this collective agreement.
- Wage increases are retroactive to June 15, 2017.

### Section 2: First Aid Ticket Premiums - Designated Duty First Aid Attendants

Upon attaining certificates as required by the Workers' Compensation Board, the following premiums will be paid:

a) Occupational Rate + Premium:

Level 2 - Fifty cents per hour (50¢/hr.)

Level 3 - Eighty-five cents per hour (85¢/hr.)

### **Section 3: Shift Differential**

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of thirty-one cents (31¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the thirty-one cent (31¢) premium rate for all hours worked outside the recognized day shift.

## **ARTICLE VIII – PAY DAYS**

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

## **ARTICLE IX – STATUTORY HOLIDAYS AND FLOATING HOLIDAY**

### **Section 1:**

- (a) All employees in manufacturing plants who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day declared a Statutory Holiday by the Provincial Government shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section 2(b) B.
- (b) An hourly rated employee in a manufacturing plant who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### **Section 2: Qualifying Conditions**

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.

- (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 ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIV, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof 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 Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Company and the Shop Committee.

**Section 5: Weekly Work Schedule**

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

**Section 6:**

An employee working on a paid holiday shall be paid in addition to his holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift".

**Section 7: Casual Employees**

It is agreed that casual and probationary employees shall not qualify for Statutory Holiday pay.



## **Section 8: Arrangement for Change**

In the event of a Statutory Holiday 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.

## **Section 9: Personal Floating Holiday**

### **(a) Personal Floating Holiday**

Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of the Collective Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

### **(b) Qualifying Conditions**

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be scheduled by Management.

- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight-time rates will apply.

**ARTICLE X – VACATIONS WITH PAY**

With respect to annual vacations and vacation pay the following provisions will apply. This chart incorporates the information previously listed in sections 1 to 6.

Qualifying Period	Weeks of Annual Vacation Entitlement	Vacation Pay Received as the greater of	
		Percent of Wages Method	Regular Job Rate Method
Less than 1 year of service	0	4%	-
1 year of service completed, but less than 2 years of service	2	5%	80 hours
2 years of service completed, but less than 7 years of service	3	7%	120 hours
7 years of service completed, but less than 15 years of service	4	9%	160 hours
15 years of service completed, but less than 24 years of service	5	11%	200 hours
24 years of service completed, but less than 30 years of service	6	13%	240 hours
30 years of service completed or greater	7	15%	280 hours

## **Section 7: Vacation Pay on Termination**

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages earned during the period of entitlement in accordance with the employee's years of service.

## **Section 8: Vacation Time**

- (a) Vacation time shall be scheduled according to the Vacation Scheduling Process as outlined in the Letter of Understanding.
- (b) All earned vacations must be taken.

## **Section 9: Payment of Vacation Pay**

- (a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.
- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
  - (i) In the case of one (1) year, one per cent (1%) of his gross earnings between the date of employment and the date of the last common cut-off date;
  - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.

## **Section 10: Vacation Pay - Percentage of Wages Method**

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment.

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided that the employee returns to his employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XIV, Section 5.
- (d) Absence due to time served on jury duty, including Coroner's jury, or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article XIV, Section 6.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

## **Section 11: Qualifications for Vacation Pay - Regular Job Rate Method**

- (a)
  - (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
  - (ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
  - (iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to his anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:

- (i) All hours worked
- (ii) Statutory Holiday hours
- (iii) Jury and Crown witness duty
- (iv) Bereavement leave
- (v) Vacation hours
- (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
- (vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
- (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
- (x) All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

## **Section 12: Employment Standards Act**

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

## ARTICLE XI – HEALTH AND WELFARE

### **General Principles of the Health and Benefits Program**

- (a) With the exception of Long Term Disability, premiums for health benefits shall be paid for by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) New hires are eligible for health benefits the first day of the month following completion of probation.
- (d) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority - six (6) months;
  - (ii) Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.
- (e) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.  
  
Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (f) There will be no duplication of Short Term Disability (Weekly Indemnity) and Pension Plan payments.
- (g) Short Term disability coverage will be eliminated for an employee on an extended leave of absence under Article XIV - Leave of Absence, Unpaid Leave, provided however that such employee is eligible for short term coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier
- (h) Employees on extended leave of absence under Article XIV - Leave of Absence, Unpaid Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and

Dismemberment Insurance will be paid by the employer during such extended leave of absence.

### **Insurance Coverage**

- a) Group Life Insurance for each qualified employee:  
Effective June 15, 2002 \$100,000
  
- b) Accidental Death and Dismemberment Insurance for each qualified employee:  
Effective June 15, 2002 \$100,000
  
- c) Short Term Disability

Current coverage is as follows:

- 66 2/3% of weekly earnings, with a maximum of \$501 per week
- Benefits are taxable as premiums are paid by the Company
- Maximum coverage is 26 weeks

- d) Long Term Disability

- Employer pays 50% of the premiums
- Employee pays 50% of the premiums

### **Provincial Medical Coverage**

The premiums for provincial medical coverage are paid by the Company.

### **Extended Health Benefits**

The premiums for extended health benefits are paid by the Company.

The details of the benefits are outlined in the benefits booklet. A highlight of the coverage is as follows:

- (a) Eligible prescription drugs expenses are reimbursed at 100%.
  
- (b) Vision Care limit is four hundred dollars (\$400) per member or dependent in any 24-month consecutive period.

- (c) Physiotherapist / Registered Massage Therapist limit is five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- (d) Chiropractors / Naturopathic Physicians' limit is six hundred dollars (\$600) per member or dependent per calendar year.
- (e) Orthopedic shoes limit is five hundred dollars (\$500) (adults), and three hundred dollars (\$300) [child] per calendar year.
- (f) Coverage for prescribed orthotics is two hundred dollars (\$200) per member or dependent per calendar year.
- (g) Hearing Aids limit is five hundred and fifty dollar (\$550) limit per member or dependent.
- (h) The annual Extended Health Benefits Plan benefits deductible for an individual or family is twenty-five dollars (\$25.00).
- (i) The Extended Health Benefit Plan's lifetime maximum payable is one million dollars (\$1,000,000).

### **Dental Plan**

The premiums for the dental plan are paid by the Company.

(a) A Dental Plan will be provided based on the following general principles:

- (i) Basic dental services (Plan A) - Plan pays 100% of approved schedule of fees.
- (ii) Prosthetics, crowns, and bridges (Plan B) - Plan pays 50% of approved schedule of fees.
- (iii) Orthodontic (Plan C) - Plan pays 50% of approved schedule of fees (lifetime maximum \$1,500), for participants 22 years of age or older.

The lifetime maximum limit for orthodontics is \$3,000 for children only. Define children as 21 years of age or younger.

- (b) For individuals sixteen (16) years and older, one check-up will be covered every nine (9) months and for children under the age of sixteen (16) years, one check-up will be covered every six (6) months.



- (c) Bite-wing x-rays will be covered every eighteen (18) months.

## **ARTICLE XII – LEAVE OF ABSENCE**

The following government legislated leaves are outlined in the Collective Agreement:

- Pregnancy, Parental, or Adoption Leave
- Family Responsibility Leave
- Compassionate Care Leave
- Bereavement Leave
- Jury Duty / Crown or Corner's Witness Court Appearances

### **Pregnancy, Parental, or Adoption Leave**

The intent of the legislation is to provide unpaid leaves of absence to allow qualifying employees to care for a new child entering into the household. These leaves are applicable to both parents of the child.

The Plant Manager must be advised at least 4 weeks in advance of an employee's intention to take a pregnancy, parental, paternal, or adoption leave. The employee is required to provide the start and end dates of the leave.

### **Family Responsibility Leave**

The Company will grant an employee up to five days of unpaid leave to meet the responsibilities related to the care, health or education of any member of the employee's immediate family. Where possible, advance notice should be provided.

### **Compassionate Care Leave**

An employee can take up to eight weeks of unpaid leave within a 26 week period to care for or support a gravely ill family member.

The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within 26 weeks.

"Family member" means someone who is:

- In relation to an employee:
  - A member of an employee's immediate family
  - An employee's step-sibling, aunt, or uncle, niece or nephew
  - A current or former foster parent, foster child, ward or guardian
  - The spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew
- In relation to an employee's spouse:
  - A parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew.

### **Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) For the Bereavement Leave, "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, any person who lives with the employee as a member of the family, mother-in-law, father-in-law, sons-in-law, daughters-in-law, and grandparents-in-law.

### **Jury Duty**

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he 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 his regular straight-time hourly rate of pay for his 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.
- (b) Hours paid for under the provisions of this Section 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.

As soon as the employee is aware of his jury duty obligation dates, he should advise the Plant Manager.

### **Unpaid Leave of Absence**

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

- (a) That the employee applies, in writing, at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

### **Union Business**

- (a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers of America in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer 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 employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

## **Public Office**

- (a) The Company will grant unpaid leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much unpaid leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

## **ARTICLE XIII – SENIORITY**

### **Section 1: Principle**

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

### **Section 2: Reduction & Recall of Forces**

- (a)
  - (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of plant 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 his plant seniority subject to the competency of the person involved and the provisions of Section 1.

- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### **Section 3: Forfeiting Seniority**

Seniority shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) If he quits or retires
- b) If he is dismissed and not reinstated through the grievance procedure
- c) After a layoff, if he fails to report for duty within seven days of receiving a registered letter sent to his last known address.

### **Section 4: Retention during Layoff**

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

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees laid off with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

### **Section 5: Job Posting**

- (a) Vacancies shall be posted in advance for a period of not less than two (2) 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 Article XIII, Section 1.

### **Section 6: Probationary Period**

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this Section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) 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, provided however, that the probationary period of thirty (30) working days shall only be cumulative within the three (3) calendar months following the date of entering employment.
- (b) Clause (a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid off; and within ninety (90) days for those terminated as a result of a permanent closure.
- (c)
  - (i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
  - (ii) It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be

readily contacted or where the employee has already worked one shift in the 24-hour period.

### **Section 7: Hiring Preference**

- (a) When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:
  - (i) Former employees of the operation who have lost their seniority retention as a result of the last layoff in the operation;
  - (ii) Former employees of another Company's USWA certified operation affected by a permanent plant closure or layoff for a period not to exceed eighteen (18) months after the date of closure or layoff of the operation.
  - (iii) Former employees of another Company's USWA certified operation whose seniority retention has expired as a result of a permanent closure or layoff from an USWA certified operation.

### **Section 8: Absence without Leave**

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

### **Section 9: 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 date 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 10: 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 his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:

- (i) If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or,
  - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
  - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid off. and subject to all the provisions of the Collective 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 11: Seniority and Sub-contracting**

The Company will extend its consultative and remedial processes in connection with sub-contracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice of its intentions and exploring ways and means of integrating senior employees into other jobs where sub-contracting takes place.

#### **Section 12: Seniority for Overtime**

Overtime is first granted to employees in the same department as to where overtime is required. Then overtime will be granted to employees from other departments, on a seniority basis, who are qualified to perform the overtime work.

Departments are defined as follows:

- Maintenance
- Treating
- Production
  - Incisor Operator
  - Stacker Operator
  - General Labourer
- Kiln
- Forklift



## ARTICLE XIV – CALL TIME

### **Section 1: Where No Work**

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

### **Section 2: Where Work Commences**

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

## ARTICLE XV – SAFE AND RESPECTFUL WORKPLACE

The Company and the Union believe that everyone has the right to a working environment free from bullying, personal harassment, discrimination, violence, threats of violence and/or retaliation of any kind and where individuals treat one another with courtesy and respect. The Company and the Union will not tolerate any form of bullying, personal harassment, discrimination, violence, threats of violence and/or retaliation by or toward any Western Cleanwood employees, visitors, guests, vendors, or customers.

All inappropriate conduct that creates an intimidating, discriminatory and/or hostile work environment is unacceptable and will be taken very seriously.

## ARTICLE XVI – HEALTH AND SAFETY COMMITTEE

### **Section 1: Composition**

- (a) The Management of every operation shall maintain a Health and Safety Committee consisting of not more than six (6) members nor less than 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) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

The general duties of the Health and Safety Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

### **Section 3: Pay for Meetings**

- (a) The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

### **Section 4: Meetings during Work**

Where Health and Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

### **Section 5: Investigations**

In the case of a fatal accident, the Health and Safety Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

### **Section 6: Cessation of Work**

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

## **ARTICLE XVII – CONTRACTORS AND SUB-CONTRACTORS**

- (a) As of the date of the signing of the Memorandum of Agreement the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.
- (b) A Joint Contracting Review Committee will be established. The Committee will be comprised of four (4) nominees from the USWA and four (4) from the Industry.

- (c) The parties agree that if there is a dispute arising with respect to clause (a) herein which the parties are unable to settle between themselves, the parties shall request the Joint Contracting Review Committee to assist them in resolving the dispute.
- (d) The parties agree that at the conclusion of the process outlined in clause (c), if a resolution is not reached, either party may request a hearing before the umpire with respect to the interpretation, application, operation or alleged violation of clause (a) herein, and such a hearing will be arranged by the Joint Contracting Review Committee.
- (e) If the parties are unable to agree on the selection of the umpire, the parties will request the Chief Justice of British Columbia to appoint the umpire, for the term of the Collective Agreement.
- (f) The umpire will be assisted by a nominee from each party.
- (g) The dispute shall be determined by arbitration on an expedited basis. The decisions of the umpire will be made in writing and all decisions will be final and binding upon the parties.

#### **ARTICLE XVIII – EDUCATION TRUST FUND**

1. The Company will contribute to an Education Fund to be established by the Union. The contributions will be five cents (\$0.05) per hour per employee per hour worked.
2. The Company will remit the contribution directly to the Local Union, by cheque marked United Steelworkers, Local 1-3567 Education Fund.
3. The Company will remit such accumulated contributions for each calendar month within fourteen (14) days of the end of each month, with a written statement of the number of employees employed by the company and the total number of hours worked by all employees.
4. The Union in its sole discretion will determine the uses of the Funds. The Funds will be used to develop training in the following areas:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues
- Stewards Training
- Parliamentary Procedure & Public Speaking
- Communication Skills

Leadership Training  
Economic Issues  
Benefits Training  
Health and Safety  
Union History

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the Fund.

### ARTICLE XIX – SAFETY EQUIPMENT

#### **Section 1:**

- (a) Where the following articles of equipment are required to be used by the Employer or by the WorkSafe BC, the Employer shall:
- (i) Supply new employees with the articles of equipment as required,
  - (ii) Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
  - (iii) Replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee,
    - 1. Coveralls
    - 2. Hard hats
    - 3. Welding goggles, etc.
    - 4. Safety vest
    - 5. Dust protection
    - 6. Eye protection
    - 7. Ear protection
    - 8. Gloves
  - (iv) Replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.
- (b) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.

## Section 2: Boot Allowance

### a) Rubber Boots

The company will reimburse employees in the following job titles for CSA approved protective toed rubber boots at a maximum of \$70.00 per pair:

Head Treater – three pairs every 12 months

Backup Treater – two pairs every 12 months

Millwright – one pair every 12 months

### b) Safety Boots

When an employee has obtained 12 months of seniority, the Company agrees to reimburse employees in all job titles up to \$100.00 every 12 months towards the purchase of CSA approved above-the-ankle protective toed safety boots to be worn at work by the employee. The employee shall provide a receipt to the Company for reimbursement.

## ARTICLE XX – SAFETY AND HEALTH RESEARCH PROGRAM

Effective June 15, 1989, an IWA-Forest Industry Safety and Health Research Program will be established on the following general principles:

- (a) The Plan will be jointly trusteeed.
- (b) The Plan is to be funded on the basis of an Industry contribution of one half cent (1/2¢) per hour per employee per hour worked, effective June 15, 1989.
- (c) The trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.

**ARTICLE XXI – PENSION PLAN**

(a) **Hourly Contribution for IWA – Forest Industry Pension Plan**

Pension Plan Contributions

<b>Effective Date</b>	<b>Company Contribution (per hour worked)</b>	<b>Employee Contribution (per hour worked)</b>	<b>Total Contribution</b>
June 15, 2012	\$2.68	\$1.62	\$4.30
June 15, 2013	\$2.68	\$1.62	\$4.30
June 15, 2014	\$2.68	\$1.62	\$4.30
June 15, 2015	\$2.68	\$1.62	\$4.30
June 15, 2016	\$3.68	\$2.22	\$5.90

**ARTICLE XXII – SEVERANCE PAY FOR PERMANENT PLANT CLOSURE**

- (a) Employees terminated by the employer because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company.
- (b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

**ARTICLE XXIII – ADJUSTMENT OF GRIEVANCES**

**Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises in the plant or camp coming under the terms of this Agreement, it shall be taken up in the manner set out below:

**Step One**

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days after the date on which he is notified orally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the grievance. A policy grievance filed or declared by a

member of a plant/camp committee, the Local Union or by the Company, shall commence at Step 3 of the grievance procedure. Where the Union and Company agree that a grievance is a group or et al. grievance, such grievance will begin at Step 2.

#### Step Two

If a satisfactory settlement is not reached at Step One, the union steward shall take up the grievance with either the Plant Manager or designate, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned.

#### Step Three

If the grievance is not then satisfactorily solved, it shall be referred to the Union and the Management.

#### Step Four

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

### **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XXIV – RIGHT OF REFERENCE**

### **Section 1: Right to Refer**

If the two Parties fail to agree upon an interpretation of the Agreement either Party shall have the right to refer the matter to the Right of Reference Committee hereinafter provided, and if either Party does make such reference, the other Party must accept the reference.

### **Section 2: Agreement**

When an interpretation of the Agreement has been referred to the Right of Reference Committee, this reference shall be for a period of forty-eight (48) hours or longer by mutual consent of the Parties to

this Agreement. In case the Right of Reference Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Company.

### **Section 3: Disagreement**

In the event the Right of Reference Committee members disagree, all the facts in the case as found by the Union and the Union members of the said Committee shall be placed in writing by the Union representatives and submitted to the Company and to the Union members involved. The facts in the case, as found by the Company and the Company members of the said Committee, shall be placed in writing and given to the Union-member employees for their information.

### **Section 4: Arbitration**

If a satisfactory interpretation of the point in question is not reached either Party may refer to arbitration as hereinafter provided.

## **ARTICLE XXV – ARBITRATION**

### **Section 1: Interpretation**

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted.

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.

### **Section 2: Grievances**

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

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement, the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.



- (b) No one shall serve as an arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
  - (ii) has participated in the grievance procedure preceding the arbitration;
  - (iii) is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union of United Steelworkers of America, or a Company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (f) The parties shall exchange arbitrator names and endeavor to reach agreement on an arbitrator to proceed to arbitration.

### **Section 3: Cost Sharing**

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the arbitrator, and stenographic and secretarial expense, and rent connected with his duties as arbitrator.

### **Section 4: 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 XVI – 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 for which arbitration is provided under the terms 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.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

## ARTICLE XVII - VACATION SCHEDULING

### **PURPOSE**

To ensure all employees employed at Western Cleanwood Preservers LP and covered by the USW Collective Agreement receive their annual vacation scheduled in a fair and consistent manner.

### **SCOPE**

This process applies to all active employees, employees on approved leaves of absences, or on WorkSafe BC claims.

### **DEFINITIONS**

**Week** - is considered Monday to Friday

### **Blocks of Weeks**

There are two blocks of weeks for vacation scheduling:

#### **1. Block One – third week of April to third week of August**

- This is the prime vacation time.
- To provide as many employees as possible with the opportunity to have vacation during the prime vacation months, only **two weeks** of vacation in Block One can be selected by an employee at one time.

- If after the most junior employee has selected his vacation time, and there are still open weeks in Block One, employees can book these weeks on a first ask basis by completing and submitting a vacation request form.
- Block One starts on the Monday of the third week in April.
- The last week in Block One starts on the Monday of the third week in August.

## **2. Block Two – the remaining weeks in the calendar year**

- The weeks in Block Two can be selected during the February selection process (using seniority) or left for selection on a first ask, first get basis throughout the year by completing and submitting a vacation request form.

## **PROCESS**

### **Summary of Vacation Scheduling**

- Vacation scheduling is by seniority during the February vacation selection process and employees can book vacation for Block One and Block Two in the same calendar year.
- In Block One, a maximum of two weeks can be booked during the February vacation scheduling process.
- In Block Two, there are no restrictions on the amount of vacation taken as long as the weeks are available in the vacation calendar.
- If there is one recognized statutory holiday or general holiday in the week, only four vacation days are required to book the week. If there are two statutory or general holidays in the week, only three vacation days are required to book the week.
- All remaining vacation time not scheduled by February 28 (either in Block One or Block Two) will be scheduled on a first ask basis based on remaining weeks available on the vacation calendar, and subject to operational requirements.

**TIMELINE OF EVENTS**

EVENT	TIMING
<p><b>Vacation Schedule</b>                      The Company will produce and post a vacation schedule for the upcoming calendar year indicating how many employees can be on vacation each week, and if required, how many employees from the same job function can take vacation at the same time.</p>	<p>February</p>
<p><b>Vacation Entitlement List by Seniority</b>                      The vacation entitlement list, sorted by seniority, will be posted on the bulletin board.</p> <p>The vacation entitlement list will reflect each employee's projected vacation entitlement, in hours, for the calendar year.</p>	<p>February</p>
<p><b>Vacation Selection Day</b>                      The last Friday in February will be the Vacation Selection Day.</p> <p>Employees have this one opportunity to schedule their vacation time using their seniority.</p> <p>Employees are to complete the Vacation Selection Form indicating the following:</p> <ul style="list-style-type: none"> <li>• Block One – which weeks are choice # 1, choice # 2, or choice # 3</li> <li>• Block Two – if desired, which weeks are choice # 1, choice # 2, or choice # 3</li> </ul> <p>The completed form must be given to the Administration office no later than two days</p>	<p>Posted two weeks before the Vacation Selection Day</p>

<p>before the Vacation Selection Day.</p> <p>The company will assign vacation weeks based on seniority, the employee's choices, and availability of weeks at that time.</p> <p>Written confirmation of vacation weeks will be forwarded to the employees once the selection is completed.</p>	
<p><b>Approved Vacations Posted</b></p>	<p>First week in March</p>
<p><b>Scheduling for Open Weeks in the Vacation Schedule</b></p> <p>All remaining vacation time not scheduled by February 28 will be selected on a first written request basis based on remaining weeks available on the vacation calendar, and subject to operational requirements.</p>	<p>Ongoing starting in March</p>

**Changes after the Completion of the Vacation Selection Process**

If an employee would like to *cancel* a booked vacation week in exchange for an open week on the vacation schedule, he can do so. However, the Company can limit how many employees from the same job function can take vacation at the same time.

To limit the amount of disruptions in the vacation schedule, an employee can only submit one change to a week already booked.

**Notes**

An employee who fails to submit a Vacation Selection Form to indicate his choice of vacation dates shall be placed at the bottom of the vacation scheduling list. When the vacation selection is completed, the Plant Manager will meet with the employee and, in consultation with the employee, schedule his vacation with the time periods available.

**ARTICLE XVIII - DURATION OF AGREEMENT**

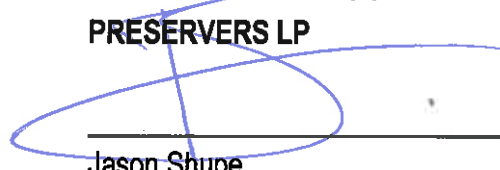
- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the **15<sup>th</sup> day of June, 2017, to midnight the 14<sup>th</sup> day of June, 2021**, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the **14<sup>th</sup> day of June, 2021**. 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 either Party.
  
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Master Agreement.

Signed this 3rd day of May, 2018.


**UNITED STEELWORKERS  
LOCAL 2009**

  
\_\_\_\_\_  
Sean Ball

**WESTERN CLEANWOOD  
PRESERVERS LP**

  
\_\_\_\_\_  
Jason Shupe

  
\_\_\_\_\_  
Jim Kilty

  
\_\_\_\_\_  
Julie Wong

  
\_\_\_\_\_  
Gerhart Sinkovits

LETTER OF UNDERSTANDING

BETWEEN

WESTERN CLEANWOOD PRESERVERS LP

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
(ON BEHALF OF USW 2009)

(HEREINAFTER REFERRED TO AS "THE UNION")

RE: TRAINING

The Union and the Company agree to discuss the training process and the topic of a training rate. If a training rate is established it will be documented as a Letter of Understanding for this collective agreement.


Signed this 3rd day of May, 2018.

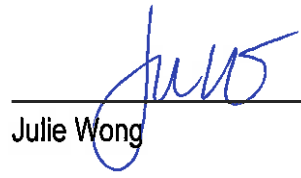
UNITED STEELWORKERS  
LOCAL 2009

  
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