

**COAST FIR-USW**

**2019 - 2021 CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** entered into this   2<sup>nd</sup>   day   July   A.D. 2020.

**BETWEEN:**

**Forest Industrial Relations Limited**  
Accredited bargaining agent for the member companies set out in attached Schedule "A"  
(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)**  
**AFL – CIO – CLC**  
**LOCALS 1-1937 AND 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 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 XXII, Section 1, Step Four, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXIV, 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 continues 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 United Steelworkers Constitution, and in accordance with the By-Laws of the following Local Unions Nos. 1-1937 and 2009.
- (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.

The 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. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

## **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, which 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 to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties.

## ARTICLE IV – SHOP COMMITTEE

### Section 1: Definition

For the purpose of this Agreement when the term “Shop Committee” is used, it shall mean Shop Stewards who are appointed by the Union.

### Section 2: Composition

The Shop Committee shall consist of not more than four (4) employees on each project with completed probationary period of employment with the Company who are members of the Union.

In the absence of Shop Committee in an operation, the Local Union shall represent the membership in place of a Committee Member.

### 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 XV – Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and
- (b) Article XXIII - Right of Reference Committee

## ARTICLE V - HOURS OF WORK

### Section 1: Hours and Overtime

- (a) The normal work week will be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday or Tuesday to Saturday with rate one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (c) below.
- (b) Employees supplementing mill crews shall work the same number of hours as mill tradesmen; however, the starting time could vary.
- (c) 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 Sundays 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;
- (d) 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(c) above.

### Section 2: Alternate Shift Scheduling

- (a) Alternate Shift Scheduling (Construction Project Work)

The parties by mutual agreement shall have the right to negotiate alternate shifts.

(b) **Alternate Shift Scheduling (Overload Maintenance Work)**

Notwithstanding Article V, Section 1, management shall have the right to implement schedules which follow the shifting provisions in place at client operations and to pay straight time or overtime on the same basis as is paid in the client operations. Employees working alternate shifts who work fewer days than scheduled under the alternate shift shall be paid in accordance with Article V, Section 1.

The provisions of Article V, Section 1, will apply when hours are worked on scheduled days off in accordance with the shifting provisions.

**Section 3: Casuals**

Casual employees are those employees who work only on Saturday and/or Sunday:

- (i) Casual work will be paid at straight time rates
- (ii) Regular laid off employees shall not be classified as casual employees and shall have preference for available work over casual employees.
- (iii) Casual jobs will be filled in line with seniority from a pool of those employees who wish to work weekends.
- (iv) 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 further agrees to recall casual employees in accordance with their seniority as set forth in this list.

**Section 4: Work Week**

- (a) The work week on all projects will be Monday to Friday, and if mutually agreed, Tuesday to Saturday. When tie-ins are required employees will be encouraged to work the necessary overtime.
- (b) Employees working on a Tuesday to Saturday work week on construction projects, who are required to work on Sunday and/or Monday, shall be paid time and one-half straight-time rate of pay for all hours worked on Sunday and double straight-tie rate of pay for all hours worked on Monday, provided they have worked for five (5) shifts during the preceding six (6) days.
- (c) Employees working on a Monday to Friday work week on construction projects, who are required to work Saturday and/or Sunday, shall be paid time and one-half straight-time rate of pay for all hours worked on Saturday and double straight-time rate of pay for all hours worked on Sunday, provided they have worked five (5) shifts during the preceding six (6) days.
- (d) The provisions of (b) and (c) above will also apply to work performed on a Statutory Holiday on construction projects.

**Section 5: Sunday Project Work**

Regular employees will be given preference for Sunday work on the following basis:

Those employees who have worked on the project for five (5) shifts in preceding six (6) days.

**Section 6: Rest Periods, Hot Meals**

- (a) All employees shall be entitled to two (2) ten minute rest periods during each eight (8) hour shift.

- (b) Hot meals will not apply to scheduled overtime work of 12 hours or less in duration, provided the employees have been given 24 hours' notice. Employees supplementing regular mill crews will receive the same allowance as provided to the mill crews.
- (c) The employer shall provide proper toilet and heated lunchroom facilities. It shall be the mutual responsibility of the employer and his employees to maintain a high standard of cleanliness in the lunch and toilet facilities provided.

## ARTICLE VI - WAGES

### Section 1: Rates

The wage rates for all categories shall be as provided for in Appendix No. 2.

These wage rates include all special adjustments for certified and non-certified tradespersons as well as general percentage wage increases as referred to in the July 2, 2020 Memorandum of Agreement.

### Section 2: Miscellaneous

- (a) Charge hands shall receive One Dollar (\$1.00) per hour above the occupational rate.
- (b) Any employee operating mobile equipment and/or finishing cement by shall be paid the journeyman rate for whatever period of time he performs the job.
- (c) All labourers shall be restricted to work recognized as labouring work.
- (d) Electrical "B" Foreman and Service Technicians shall be paid seven percent (7%) above the certified journeyman rate. Such Foreman supervises four (4) or fewer employees and will perform bargaining unit work as required.
- (e) Electrical "A" Foreman shall be paid twelve percent (12%) above the certified journeyman rate. Such Foreman is not expected to work on tools and supervises five (5) or more employees.
- (f) 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. Effective March 13, 2015, premium rate of sixty-five cents (65¢) 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 sixty-five cents (65¢) premium rate for all hours worked outside the recognized shift. The rate increase does not apply to maintenance overload work.
- (g) The Company will pay the cost of training and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.
- (h) Upon attaining first aid certificates as required by the Workers' Compensation Board, the following premiums will be paid:
  - Level 2 - Fifty cents per hour (50¢/hr.)
  - Level 3 - Eight-five cents per hour (85¢); One Dollar per hour (\$1.00/hr) effective August 25, 2020; and Designated Duty Level 3 – One Dollar and Fifty cents per hour (\$1.50/hr) effective August 25, 2020
- (i) Where the Company directs a welder to obtain a special ticket, reasonable costs including lost time wages will be paid by the Company. It is understood that an employee holding a "C" level welding certificate will not be recognized as a certified Journeyman. Incumbents receiving the certified rate will be "Red Circled" in accordance with standard Red Circle provisions.

- (j) Hours which are credited to employees for purposes of the Pension Plan shall be recorded on each pay cheque.
- (k) 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.
- (l) The Company shall implement upgrading programs.
- (m) There are minor differences in the Certified Journeyman and Uncertified Journeyman job rates in different USW certified forest industry manufacturing operations throughout B.C. In cases where the above job categories are working in a B.C. USW-certified forest industry manufacturing operation and a higher negotiated rate exists in the operation's collective agreement for that job category, the Certified and/or Uncertified Journeyman shall be entitled to the higher job rate.

## **ARTICLE VII - STATUTORY HOLIDAY, FLOATING HOLIDAY AND VACATION PAY**

### **Section 1: Pay**

- (a) Statutory Holidays, Floating Holiday and Vacation Pay shall be paid at the rate of twelve percent (12%) of all hours worked on a straight-time basis on each pay cheque except for Casual and Probationary employees who will be paid in accordance with (b) below.
- (b) For Casual and Probationary employees, Statutory Holidays, Floating Holiday and Vacation Pay shall be calculated at the rate of four percent (4%) of all hours worked on a straight-time basis on each pay cheque.

### **Section 2: Statutory Holidays**

All employees who work on New Year's Day, Family Day, the designated Easter holiday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and the Floating Holiday will be paid rate and one-half hour for all hours so worked except as provided for in Article V - Hours of Work, Section 1(c) and 4(d). Notwithstanding the above, it is understood that Family Day may be observed on another mutually agreed day.

### **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: 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.

If non-standard schedules have been agreed upon, a Statutory Holiday may be observed on another day in a week other than the week in which occurs.

## **Section 6: Qualifying Conditions**

Personal Floating Holidays:

An employee, to qualify for a Personal Floating Holiday, must comply with each of the following three 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.

## **ARTICLE VIII - VACATIONS**

With respect to annual vacations the following provisions will apply:

### **Section 1: One to Two Years' Service**

The annual vacation for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks.

### **Section 2: Two to Seven Years' Service**

The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks.

### **Section 3: Seven to Fifteen Years' Service**

The annual vacation for employees with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks.

### **Section 4: Fifteen to Twenty-four Years' Service**

The annual vacation for employees with Fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks.

### **Section 5: Twenty-four to Thirty Years' Service**

The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks.

### **Section 6: Thirty Years' Service**

The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks.



## ARTICLE IX - 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 even 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 X - TRAVEL, LIVING OUT ALLOWANCE AND TURNAROUNDS

### Section 1: Out-of-Town Travel

- (a) Employees assigned to work on out-of-town jobs shall receive at the cost of the employer first-class transportation, including meals and sleeper for night travel, from the transportation terminal nearest his home or place or domicile. Overweight charges for tools on air flights will be paid for by the Company.
- (b) Employees shall be entitled to twenty-five cents (25¢) per kilometer for travel when working on out-of-town projects if the Company requests them to take their car. Effective August 25, 2020, this allowance is increased to fifty-four cents (\$0.54) per kilometer. Any passengers carried will receive the same travel allowance as the employee driving the vehicle.
- (c) The employee shall receive travelling time up to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (d) Employees required by the Company to travel by private or Company vehicles shall not travel more than eight (8) hours in any twenty-four (24) hour period.
- (e) If an employee, through no fault of his own, is unduly delayed in travelling to or from the job employer authorized transportation, he shall be paid for the time so delayed at his regular rate of pay.
  - (i) Except as provided in (ii) below, when the time spent travelling from the point of embarkation to the project is less than four hours, a minimum of four hours' travelling time will be paid; and when over four hours, a minimum equal to a full regular shift will be paid as travelling time, providing that on arrival such employee will work the remainder of a regular shift when requested to do so; and on failure to comply will be paid only the actual time spent traveling.
  - (ii) Where the round trip between point of embarkation and project is completed in one day or less and is by Company provided transportation, and employee shall be paid at regular straight time of pay for all time spent between embarkation and disembarkation except:
    - a) time spent actually working
    - b) a one-half hour period for lunch for which an employee will receive no pay.
- (f) The employer shall provide pick-up service on out-of-town projects from the end of public transportation to place of accommodation.

- (g) The employer shall provide transportation from the Company supplied place of accommodation to and from work when the Company supplied place of accommodation is off the job site.
- (h) If requested by the Company to travel on Sunday, Sunday travel time shall be paid at rate and one-half.
- (i) When an employee quits within fifteen (15) calendar days on the job, the Company may deduct from the wages of the said employee the cost of meals, transportation and travelling time.
- (j) When an employee quits after being on the job more than fifteen (15) but less than thirty (30) calendar days, the Company shall not be required to pay the cost of return transportation, meals, or traveling time.
- (k) If an employee working on an out of town project is discharged for any reason within thirty (30) working days, the Company shall be responsible for his return to the point of disembarkation, such fare to be charged to the employee.
- (l) Where an employer declares a shutdown between Christmas and New Year's on out-of-town projects, the employer shall pay return fare for a home visit.

## **Section 2: Local Travel**

### **(a) Cities, Towns and Villages**

On all jobs situated within eight (8) road kilometers of the centre of any municipal corporation except the Greater Vancouver area as defined in (b) herein, and the Southern Vancouver Island area as defined in Section (c) herein, in which an employee permanently resides, such employee will travel daily to and from such job at no cost to the Company.

On jobs situated beyond eight (8) road kilometers from such centres, the employee will receive forty (40¢) cents per kilometer each way, for distances beyond the eight (8) kilometer point as a daily travel allowance, unless the company provides the transportation.

On jobs situated beyond forty (40) road kilometers from such centre, employees will receive forty-six (46¢) cents per kilometer, for all mileage beyond the forty (40) kilometer point.

In the case of the Greater Vancouver area, employees will receive forty (40¢) cents per kilometer commencing at the boundary of the area. Employees will receive forty-six (46¢) per kilometer, for all mileage beyond a point forty (40) kilometers beyond the boundary of the Greater Vancouver area.

### **(b) Greater Vancouver Area**

The Greater Vancouver Area shall be recognized as extending to the exterior boundaries of the District Municipalities of West Vancouver, North Vancouver, Richmond, Delta, Albion Ferry Slip, Surrey and Coquitlam, in which the Company will pay each employee \$10.51 for each working day as a transportation allowance to employees working in the said area and a strip eight kilometers around the perimeter of the said area in which no mileage is paid. Effective June 15, 2014 and in each further contract year, this allowance will be adjusted by the percentage adjustment applying to wages for that contract year.

### **(c) Southern Vancouver Island Area**

The Southern Vancouver Island Area shall be recognized as extended from the exterior boundaries of Duncan in the south to the exterior boundaries of Nanaimo in the north.

Vancouver Island residents who work in this area shall be entitled to a daily transportation allowance of twelve dollars and twenty-four cents (\$12.24) for each working day. Effective June 15, 2014 and in each further contract year, this allowance will be adjusted by the percentage

adjustment applying to wage rates in that contract year. Mainland B.C. residents and employees who cannot return home daily will be paid living out allowance pursuant to Section 3 below.

Employees working in Vancouver Island municipalities not included in the Southern Vancouver Island Area will be paid living out allowance pursuant to Section 3 below. If the employee is a bona fide resident of the municipality in which the work is located, the employee will be entitled to a mileage pursuant to Section 2(a) above.

Employees who live in the Southern Vancouver Island Area and are dispatched for work in Port Alberni will be entitled to travel time of one (1) hour when travelling to the project and one (1) hour when returning home after completion of the project.

Employees who are entitled to living out allowance will not be entitled to a daily transportation allowance except when warranted by special circumstances. In such cases, the Local Union and the Company will agree on the amount of daily transportation allowances to be paid.

### **Section 3: Living Out Allowance**

- (a) The following living out conditions shall apply to all members who are not bona fide residents or who cannot reasonably return home daily.
- (b) A bona fide resident shall be one who has been a resident in the polling district thirty (30) days prior to the commencement of the project in such polling district. In towns or cities having more than one polling district, the multiple polling district in such a town or city shall constitute one polling district for the purpose of this Agreement.
- (c) Employees who are not bona fide residents of the district shall be provided with living out allowance by the Company based on one (1) man to a room.
  - (i) Effective date of ratification, the living out allowance for new projects awarded after date of ratification will be \$155.00 per day.
  - (ii) Living Out Allowance shall be paid on layoff day if hours worked exceed eight (8) hours.
- (d) Where a camp is supplied, first-class accommodation and board shall be provided.
- (e) An employee's permanent resident must be outside of the free travel zone.
- (f) Living Out Allowance shall be paid on the first travel day in, as directed by the Company
- (g) Living Out Allowance will not be paid when the employee does not work on his own accord, except for medical reasons.
- (h) Employees on WCB or WI will be paid Living Out Allowance to a maximum of three (3) days. If still unable to work, they will then return to their place of residence.
- (i) Living Out Allowance shall not be paid on jobs situated within eighty (80) kilometers of the exterior boundaries of the Greater Vancouver area as defined in Section 2 (b).
- (j) If working in Squamish between October 15 and March 15, Living Out Allowance will apply.

### **Section 4: Trips Home from Out-of-Town Projects**

On out-of-town projects of over fifty (50) calendar days duration, an employee shall be entitled to a leave after forty (40) calendar days. When leave is granted in accordance with the above terms, and in fact such leave is taken, the employer shall provide first class transportation to the terminal from which the employee departed to travel to the project or place of residence, whichever is closer, and back to the job.

The extent of the leave shall be for a maximum of seven (7) calendar days, or a number of days mutually agreed between the employee and the Company. This leave shall be taken at such time as is mutually agreed upon by the employee and the Company so that the efficiency of the project shall not be impaired. In no event will an employee receive fares unless he actually returns to the job site and works his first scheduled shift.

Out-of-town projects are defined as projects situated in excess of 400 kilometers from Vancouver or projects situated in excess of 400 kilometers from the terminal from which the employee departed to travel to the project.

Travel days are not to be included in computing the forty (40) calendar day period of entitlement under this provision.

Leaves under this provision shall not be cumulative.

Projects at Tahsis, B.C. will be considered to be out-of-town projects.

The Company will pay a living out allowance of \$20.00 per day during 40-day turnarounds.

## **ARTICLE XI - HEALTH AND WELFARE**

### **Section 1: FIR-USW Board of Trustees**

The Board of Trustees, composed of three (3) members representing United Steelworkers and three (3) members representing Forest Industrial Relations Limited, are responsible for the administration of the USW-Forest Industry Health and Welfare Plan. The trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals and Health and Welfare problems directly related to the Plan.

### **Section 2: Insurance Coverage**

The following coverage will be instituted on an Industry-wide basis with a common carrier.

(a) Group Life Insurance for each qualified employee:

|                             |            |
|-----------------------------|------------|
| Effective October 31, 2012  | \$ 110,000 |
| Effective October 31, 2013  | \$ 120,000 |
| Effective September 1, 2020 | \$ 150,000 |

(b) Accidental Death and Dismemberment insurance for each qualified employee:

|                             |            |
|-----------------------------|------------|
| Effective October 31, 2012  | \$ 110,000 |
| Effective October 31, 2013  | \$ 120,000 |
| Effective September 1, 2020 | \$ 150,000 |

(c) Accidental Death and Dismemberment - 24-hour coverage: Effective June 15, 1994, the Plan will provide for coverage for accidents occurring at work.

(d) Weekly Indemnity as follows:

Effective October 1, 2014, the weekly indemnity benefit will be the EI weekly rate plus \$100 per week.

A Joint Committee will be established with appropriate terms of reference to study the possible abuses of the Weekly Indemnity Program and to make recommendations to the Trustees of the Health and Welfare Program with a view to eliminating any abuses of the Program.

The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employee's 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

Effective January 1, 1995, a "No Downs" provision is introduced so that the four hundred and twenty-nine dollar (\$429) per week rate will not be reduced by further reductions by E.I.C. of the maximum insurable earnings number.

(i) Third Party Subrogation

The parties agree to recommend to the Trustees of the Health and Welfare Plan #1 that effective April 16, 1992, a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

(ii) WI/WCB Interface

The parties agree to recommend to the Trustees of the Health and Welfare Plan #1 that the benefit payment period terminates when a combined total of 52 weeks of payment have been made from the Plan and the Worker's Compensation Board in the form of temporary wage loss or income continuity benefits, effective June 15, 1992.

(iii) Experience Surcharge Program

Effective January 1, 1995, an Experience Surcharge Program will be introduced which will penalize employers in Health and Welfare Plan No. 1 who have claims experience in excess of 125% of the contribution rate on a three-year rolling average basis, as in the Southern Interior Health and Welfare Plan.

(iv) Experience-rated Rebate System

The Trustees of Plan No. 1 are hereby directed to jointly develop and introduce into the Plan an experience-rated rebate system which, along with the existing experience surcharge system, will serve as an incentive to establish and improve effective disability management programs on an operational basis.

(v) The Trustees of the USW-Forest Industry Health and Welfare Plan No. 1 will be directed to amend Section 6.03 of the Plan Text to permit laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit commencement date from his/her first day of disability.

(vi) The Trustees of the USW-Forest Industry Health and Welfare Plan No. 1 will be directed to make the necessary changes in procedures to allow weekly indemnity cheques to be sent directly to the employee's residence, if requested by the employee.

(vii) The Health and Welfare Plan Text will provide that the fifty-two (52) week Weekly Indemnity period will change to twenty-six (26) weeks for employees who become disabled after July 1, 2004.

### **Section 3: Medical Coverage**

Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;
- (b) Effective October 1, 2014 the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the current two hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any 24-month consecutive period. Effective September 1, 2020 the Vision Care limit will be increased to \$600 per 24-month period. This benefit will be amended to include the cost of laser eye surgery and/or eye exams.
- (c) The Physiotherapist / Massage Practitioners' limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- (d) The Chiropractors / Naturopathic Physicians' limit will be six hundred dollars (\$600) per member or dependent per calendar year. Effective September 1, 2020 this limit is increased to \$750 per calendar year.
- (e) The Orthopedic Shoes limit will be five hundred dollars (\$500) [adults], and three hundred dollars (\$300) [child] per calendar year.
- (f) Coverage for prescribed orthotics will be established with a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.
- (g) The Hearing Aids limit will be five hundred and fifty dollars (\$550) every five years. The same five hundred and fifty dollar (\$550) limit will be established per member or dependent, every five years, unless there is alternate coverage provided for.
- (h) Effective January 1, 2015, the maximum medical travel allowance payable, on behalf of the any member or dependent, will be \$1,000 per calendar year.
- (i) The annual Extended Health Benefits Plan benefits deductible for an individual or family will be seventy-five dollars (\$75.00).
- (j) The Extended Health Benefit Plan's lifetime maximum payable is as follows:
  - \$100,000, effective date of ratification
  - \$150,000, June 15, 2015
  - \$200,000, June 15, 2016
  - \$250,000, June 15, 2017
  - \$300,000, June 15, 2018
- (k) The Company will provide employees with an Extended Health Benefit Pay-Direct Card. Generic drugs will be dispensed by the Pharmacist unless the Physician directs the Pharmacist in writing that the patient must receive the prescribed brand drug. A \$5 per prescription deductible will apply.
- (l) Surgical stockings with a compression rating of 30 or higher will be covered to a limit of \$250 per calendar year.

#### **Section 4: General Principles**

- (a) Premium cost for insurance shall be paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible for coverage once he has completed thirty (30) working days in a ninety day period. Once achieved, benefits will commence on the first day of the month following completion of the aforementioned thirty (30) working day. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.

- (d) Coverage will be portable in all units covered by the collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, Northwood Pulp and Timber Ltd., Weldwood of Canada Limited and the USW, and there shall be no waiting period for qualified employees changing employers within the industry.
- (e) 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.
- (f) An employee who is laid off and on lay-off coverage will have to work a minimum of thirty (30) days in a ninety (90) consecutive day period in order to re-qualify for the 3 or 6 months lay-off coverage.
- (g) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XIV - Leave of Absence, Section 4: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity 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. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (i) Employees on extended leave of absence under Article XIV - Leave of Absence, Section 4: Compassionate 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.
- (j) Contribution rates for the Plans in this Article shall continue to match the contribution rates paid by other participating parties.

**Section 5: Dental Plan**

- (a) A Dental Plan will be provided based on the following general principles:
  - (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees. White fillings will be eligible under the dental plan subject to the existing deductions of the Plan.
  - (ii) Prosthetics, crowns, and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
  - (iii) Plan 'C' (Orthodontic) - Plan pays 60% of approved schedule of fees. Orthodontic lifetime maximum coverage increases to \$4,000, effective October 1, 2014.
- (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) Effective July 1, 2004, bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.

## **Section 6: Health and Welfare Hour Bank System Review**

The parties agree to the exploration of a viable hour bank arrangement for the Construction Benefit Package. Changes could be implemented mid-contract if the negotiating parties to this Agreement are in unanimous agreement.

## **ARTICLE XII - LONG TERM DISABILITY PLAN**

A Long Term Disability Plan will be provided based on the following general principles:

- (a) Effective December 1, 2010, contributions from both the Industry and the employee will be one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the Industry will contribute sixty cents (\$0.60) per hour and the employee will contribute sixty cents (\$0.60) per hour.

Effective the first day of the month following ratification of this Agreement, contributions from the employer and the employee to the Plan will be reduced from one dollar and twenty cents (\$1.20) per employee per hour worked (sixty cents (\$0.60) per hour from the employee and sixty cents (\$0.60) from the employer) to seventy-six cents (\$0.76) per employee per hour worked (thirty-eight cents (\$0.38) per hour from the employee and thirty-eight cents (\$0.38) per hour from the employer).

The Plan actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates that the Plan is at or below 120% funded ratio the contributions to the Plan will be adjusted to a level so as to maintain the 120% funded ratio position (using the same methodology as used to determine the 172% as of September 30, 2017 valuation).

The maximum total contribution rate will be a total of one dollar and twenty cents (\$1.20), split 50/50 between employer and employee.

- (b) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the ongoing administration.
- (c) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (d) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- (e) Protection against Withdrawals: Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

### **Rehabilitation, Return-to-Work, Disability Management**

Forest Industrial Relations and United Steelworkers will jointly consider Plan modifications that will both improve the delivery of Rehabilitation within the Long Term Disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating employer's operations.



The Trustees are directed to develop Plan modifications that will:

- (i) improve the timeliness, effectiveness, and quality of Rehabilitation from the Plan; and
- (ii) provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

In the event that there are savings to the Long Term Disability Plan as a result of either Disability Management Systems, or amendments to Rehabilitation, consideration can be given to dispersal of these funds for further improvements in either of the above areas.

Where the Trustees reach agreement on modifications in the above areas, implementation can occur at the direction of the Trustees. Should additional funding be required to implement the Trustees recommendations, their recommendations will be forwarded to the respective Negotiating Committees to be dealt with.

## **ARTICLE XIII - SENIORITY**

### **Section 1: Principle**

- (a) The Company recognizes the principle of seniority, competency considered.
- (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: Dispatch**

- (a) The Company shall dispatch employees for work in line with seniority, competency considered and subjection to Section 3(b).
- (b) Employee shall be required to complete the construction project to which he has been dispatched before being eligible for another dispatch. This provision does not apply to overload projects.

### **Section 3: Reduction and Recall of Forces**

- (a) 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. In the event of a layoff, tradesmen will be allowed one-half hour (1/2) at straight time rates for tool pickup.
- (b) If a laid-off employee presents himself for work five (5) calendar days prior to a Monday-Friday or Tuesday-Saturday work week, he will be placed in a job as soon as possible, but not later than the following Monday or Tuesday respectively, provided work is available. This means the deadline for a Monday assignment will be the previous Tuesday and for a Tuesday assignment the previous Wednesday.
- (c) For the duration of a project, no more than fifty percent (50%) of a crew will be replaced on any project with five (5) or more people. If less than five (5) people are on a project, there will be no replacement.
- (d) No bumping will take place where less than one (1) week's work is involved.
- (e) The most senior laid-off employee will bump the most junior employee regardless of location (i.e.: no picking and choosing).
- (f) If a senior employee is required to complete an existing project, he shall have the right to bump onto another project even if it results in the fifty percent (50%) referred to in (c) above being exceeded. If the senior employee elects to bump under this option, he shall pay his own fare in and out.

- (g) A laid off employee who does not elect to bump or accept a dispatch will be expected to return to work, if there are two or more weeks of work available. Failure to return to work will result in the employee forfeiting his seniority and benefits coverage.
- (h) In the event of a reduction of forces, where the customer specifically requests certain employees by name, for tie-in or specific assignments, and where an employee is laid off out of line of seniority, he will be advised of the reason(s). This provision will not apply for more than five (5) days or involve more than two (2) employees. 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 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) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) 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: 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 sixty (60) working days, during which time they are to be considered temporary workers only, and during this same period only, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.
- (b)
  - (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 6: Hiring Preference**

When hiring new employees, the following order of preference will apply, competency considered, from among those completed applications on file:

- (a) Former employees of the operation who have lost their seniority retention as a result of the last layoff in the operation;
- (b) Regular employees from other USW-certified construction companies who are on a layoff or terminated as a result of a closure.

## **Section 7: 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 of each employee. The Company will advise the Union once each month of changes to the said list. If requested by the Shop Steward, the Company will provide a list of employees by job site.

## **Section 8: 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 union seniority to obtain a job, he shall be laid-off and subject to all the provisions of this Agreement.
- (b) Employees who are required for a 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.

## **ARTICLE XIV - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

### **Section 2: Pregnancy and Parental Leave**

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under section 2(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 2(d).

- (f) An employee's combined entitlement to leave under section 2(a) and section 2 (d) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under section 2(b) or section 2(e).

### **Section 3: Written Permission**

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

### **Section 4: Compassionate Leave**

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

- (a) That the employee apply 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.

### **Section 5: 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) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of calculating statutory holiday pay or vacation pay, but will not be counted as hours worked for the purposes of computing overtime.

### **Section 6: 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 calculating statutory holiday pay and vacation pay but will not be counted as hours worked for the purpose of computing overtime.

### **Section 7: Union Business**

- (a) The Company will grant 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 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 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.

### **Section 8: Public Office**

- (a) The Company will grant 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 be reasonably foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as 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 XV - ACCIDENT PREVENTION COMMITTEE**

### **Section 1: Composition**

The Management of every operation shall maintain an Accident Prevention Committee in accordance with Worker's Compensation Board Regulations.

### **Section 2: Duties**

The general duties of the Accident Prevention Committee shall be directed by the regulations made pursuant to the *Workers Compensation Act*.

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

- (i) 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.
- (ii) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

### **Section 4: Meetings During Work**

Where Accident Prevention 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 Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

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

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

### **Section 7: Accidents During Shifts**

- (a) An employee who is injured at work and who is taken to a doctor or hospital, and cannot return to work that day, shall be paid his regular straight time wages for the shift.
- (b) If an employee is injured at work and taken to a doctor or hospital and returns to work and completes his shift, no pay shall be deducted for such absence from work.

## **ARTICLE XVI - CONTRACTORS AND SUB-CONTRACTORS**

The Company will not change existing contracting out practices.

## **ARTICLE XVII - EDUCATION FUND**

The Parties agree to establish a Fund based on the following parameters:

- 1. The Fund to be structured so as to comply with all requirements of a trust as specified by Revenue Canada.
- 2. The Company will contribute to the Fund and the rate shall be increased to six (6¢) cents per hour effective on the date of ratification of the Memorandum of Agreement, and to seven (7¢) cents per hour effective June 15, 2015, and to eight (8¢) cents per hour effective June 15, 2016.
- 3. The Funds will be remitted to the Local Union.
- 4. The Fund will provide funding for the purpose as defined by the Education Fund Policy Statement contained in Appendix No. 9 of the August 1, 1997 Memorandum of Agreement. To this end the Union will develop and deliver a wide range of programs which may include:

- 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

## ARTICLE XVIII - TOOLS

### Section 1: Insurance

- (i) The Company shall, upon the signing of this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are required to be used in the performance of their work.
- (ii) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its employees which are required to be used in the performance of their work for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering.

### Section 2: Damaged or Broken

The Company will repair or replace tools damaged or broken in the performance of regular duties.

### Section 3: Tool Requirements

The list of tools that are required is set out in Appendix No. 1, together with Recommendations for Policing.

### Section 4: Sharpening Hand Saws

The Company will sharpen hand saws at no cost to the employees.

## ARTICLE XIX - SAFETY EQUIPMENT

- (a) Where the following articles of equipment are required to be used by the Employer or by the Workers' Compensation Board, the Employer shall:
  - (i) supply new employees with the articles of equipment as required.
  - (ii) 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. Aprons                | 5. Dust protection |
| 2. Hard hats             | 6. Eye protection  |
| 3. Welding goggles, etc. | 7. Ear protection  |
| 4. Floatation equipment  | 8. Gloves          |
  - (iii) 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.
  - (iv) supply employees moving to another project with the articles of equipment they require and have not been supplied with previously.
  - (v) the Company agrees to reimburse regular full-time employees up to \$100 per contract year, for steel toed boots. Employees must have worked 600 hours in order to qualify. Employees are required to submit the original receipt for payment. Employees shall be permitted to combine the reimbursement for two consecutive entitlement years.
- (b) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:

|                 |                |
|-----------------|----------------|
| 1. Safety shoes | 3. Coveralls   |
| 2. Rain gear    | 4. Caulk Boots |

- (c) Tradesmen will receive a coverall allowance of \$1.50 for each day worked. Effective October 22, 2008, the allowance will become \$2.00 for each day worked. Effective June 15, 2009, the Coverall allowance will be \$2.50 for each day worked. Effective June 15, 2010, the Coverall allowance will be \$3.00 per each day worked.
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to so at no cost to the employee.

**ARTICLE XX - SAFETY AND HEALTH RESEARCH PROGRAM**

For the duration of this Agreement, the USW-Forest Industry Safety and Health Research Program will be continued 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.

**ARTICLE XXI - PENSION PLAN**

The hourly contribution to the IWA - Forest Industry Pension Plan will be made on a per hour per employee per hour worked basis as follows:

Hourly Contributions

- Effective July 1, 2014, an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution for the years 2014 to 2017. For the 2018 contract year the employer will match the contribution of the BC Interior employers.
- Effective July 1, 2014, an increase to the employee per hour worked contribution of \$0.600 per hour worked resulting in a total of \$2.225 per hour worked employee contribution for the years 2014 to 2017. For the 2018 contract year the employee will match the contribution of the BC Interior employees.
- It is understood that the \$0.275 contributions provided for in Article XXI of the previous Coastal Construction Agreement are recognized as permanent.

|              |                       |                       |
|--------------|-----------------------|-----------------------|
| Effective    | Employer              | Employee              |
| July 1, 2014 | (+ \$1.00) \$3.67-1/2 | (+ \$0.60) \$2.22-1/2 |

**ARTICLE XXII - ADJUSTMENT OF GRIEVANCES**

**Section 1: Procedure**

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

- Step One        The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.
- Step Two        If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.



- Step Three If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.
- Step Four If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.
- Step Five If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXIV.

## **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five 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 XXIII - 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: Committee Composition**

The Right of Reference Committee shall consist of three (3) representatives selected by the United Steelworkers Negotiating Committee; and three (3) representatives selected by the Companies represented in the negotiation of this Agreement; and the two (2) Committees may be represented by one or more Parties selected by them.

### **Section 3: 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 4: 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 5: Arbitration**

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

## ARTICLE XXIV - ARBITRATION

### Section 1: Interpretation

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article 1, 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.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as interpreter for the dispute then pending.

### 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 XXII, 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, United Steelworkers, 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 arrears 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) Upon ratification of this Agreement, in the event of an arbitration, the parties shall agree to a single arbitrator within ten (10) days. If the parties are unable to agree, they shall request the Ministry of Labour to appoint an arbitrator.

### **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 XXV - 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, counseled, 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 XXVI - ENABLING PROVISION**

- (a) The Union and the Employer may determine, on a project site basis, if special dispensation is required to become competitive or if the employees have specific concerns not addressed herein and, should the necessity arise, may by agreement, within 48 hours of receipt of a request from the Employer add, amend any terms and conditions of the Agreement for the duration of the job or project.
- (b) If any employee chooses not to work under such terms and conditions, he will not be obligated to do so.
- (c) Prior to starting work under such terms and conditions, employees will be made aware of these and will sign off accordingly.
- (d) It is agreed that the provisions of this Article will not be used to the detriment of other USW-certified contractors.

## **ARTICLE XXVII - PERMANENT CLOSURES**

The Industry agrees that employees affected by a permanent closure of certified Forest Industrial Relations Limited operations shall be given sixty (60) days' notice of closure.

## **ARTICLE XXVIII - EMPLOYEE WELLNESS**

The Company will provide an Employee and Family Assistance Service.




**ARTICLE XXIX - DURATION OF AGREEMENT**



- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after June 15, 2019 or as otherwise stipulated, to midnight the 14th 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 14th 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 on behalf of

**UNITED STEELWORKERS  
LOCAL NOS. 1-1937 AND 2009**

**FOREST INDUSTRIAL RELATIONS  
LIMITED**

  
\_\_\_\_\_  
  
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## APPENDIX No. 1

### TRADESMEN'S TOOLS

#### RECOMMENDATIONS FOR POLICING

1. Supervisor on the construction site to compare employee's list to actual tools brought to work.
2. Employer and employee are to get a copy of the list.
3. If tools are of low quality this is to be noted on the list, (i.e. for replacement and safety purposes).
4. Employees should be instructed that good quality tools are recommended.
5. if a disagreement arises concerning the quality of tools or actual tool count the job steward will be called in.
6. The Employer will provide tool lock-ups on job sites.

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**APPENDIX No. 1**

EMPLOYEE NAME \_\_\_\_\_ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for **Millwrights**:

1. Complete set of sockets - 1/2 inch drive, 3/8" to 1-1/8" (and metric equivalent)
2. Complete set of open and box-end wrenches - 3/8" to 1-1-4" including 15/16" and metric equivalent
3. Crescent wrench - 8" - 10" - 12" - 15" , (Three of which are required)
4. Two foot level
5. Pipe Level
6. Two Plumb Bobs
7. Two foot square
8. Tri Square
9. Chalk Line or String Line
10. Various Hammers to 3lbs
11. Tape Measure minimum length 16 foot
12. 50 foot Tape Measure
13. Three Pry Bars various sizes
14. Tin Snips
15. Hack Saw - Blades to be supplied by Company
16. Complete set of Feeler Gauges
17. Complete set of Allan Wrenches - up to 5/8"
18. 4 Punches various sizes, including centre punch
19. Cold Chisels
20. Wire/Side Cutters
21. Pliers
22. Chipping Hammers
23. Cutting Goggles or Flash Glasses
24. Vice Grips
25. Two 6" C Clamps - 6" minimum size
26. Tip Cleaner
27. Wire Brush
28. Striker
29. Screw Drivers, various sizes
30. 8" and 10" Bastard Files
31. Lockable Box complete with personal lock

LIST OF ADDITIONAL TOOLS:

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ (Signature)  
**FOREMAN**

**APPENDIX No. 1**

EMPLOYEE NAME \_\_\_\_\_ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Carpenters:

1. Minimum two foot Level
2. Two foot Square
3. Bevel Square
4. Tri Square
5. Tape Measure - minimum 16 foot
6. 50 foot Tape Measure
7. Claw Hammer
8. Wrecking Bar
9. Chalk Line
10. String Line
11. Two Plumb Bobs
12. Hand Saws - 8pt - 10 pt
13. 3 Wood Chisels various sizes
14. Jack Plane
15. Brace & Bits 7/16th to 1" - Complete Set
16. Crescent Wrenches 8" and 10"
17. Utility Knife - Blades to be supplied by Company
18. Nail Pouch
19. Nail Set
20. Screw Drivers, various sizes
21. Pliers
22. Key Hole Saw
23. Hack Saw - Blades to be supplied by Company
24. Nail Puller
25. Block Plane
26. Tin Snips
27. Hatchet
28. Expansion Bit to 2"
29. Pencil
30. Lockable Tool Box complete with personal lock.

LIST OF ADDITIONAL TOOLS:

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ (Signature)  
FOREMAN

**APPENDIX No. 1**

EMPLOYEE NAME \_\_\_\_\_ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for Welders/Fitters

1. Cutting Goggles
2. Welding Hood
3. Chipping Hammer
4. Two foot Square
5. Two foot Level
6. Pipe Level
7. Tri Square
8. Two Plumb Bobs
9. Two 6" C Clamps - 6" minimum
10. Two Crescent Wrenches - 8" minimum
11. Wire Brush
12. Tip Cleaner
13. Rod Pouch
14. Hammer
15. Tape Measure - 16 foot minimum
16. Vice Grips
17. Centre Punch
18. Scribe
19. Striker
20. Chalk Line
21. Soap Stone Holder
22. Fitters/Welders Gloves
23. Line up Bar
24. Scraper
25. Tool Belt
26. Lockable Tool Box complete with personal lock.

LIST OF ADDITIONAL TOOLS:

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ (Signature)  
FOREMAN



## APPENDIX No. 1

### LIST OF PERSONAL TOOLS:

The following is the basic required tools for Pipefitters and Plumbers:

#### **A. Pipefitters:**

1. 25 foot Tape
2. 50 foot Tape
3. 2 Squares, either a 2 foot or a 12" x 18"
4. Bevel Square
5. 9" Magnetic Torpedo Level
6. 24" Level
7. Chalk Line
8. String Line
9. Two Plumb Bob
10. Utility Knife - Blades to be supplied by Company
11. 8" Lineman Pliers
12. Adjustable Wrenches 8" - 12" - 15" (Crescent)
13. Vise Grips - minimum 10"
14. Set of Hexagon Combination (Open / Box) Wrenches 3/8" to 1-1/4"
15. Set of Screw Drivers (Blade, Philips, Robertson)
16. 2lb Ball Peen Hammer
17. Cold Chisel - minimum 1/2"
18. Centre Punch
19. Wire Brush
20. Tin Snips - minimum 10"
21. Assorted Files - includes flat, 1/2 round, round files
22. Allen Wrenches to 5/8"
23. Pipe Wrench - 8" - 10" - 14" - 18" (3 of the 4 are required)
24. Hack Saw - Blades to be supply by Company
25. Key Hole Saw
26. 24" Crow Bar
27. Wrap Around (4" minimum width)
28. 10" Adjustable Pliers
29. Claw Hammer - minimum 16 oz.
30. Tote Box
31. Tip Cleaner
32. Soap Stone Holder
33. Scribe
34. Lockable Box complete with personal lock

#### **B Plumbers:**

**In addition to the above, the following will be required;**

35. Water Pump Pliers
36. Striker
37. Cutting Goggles

### LIST OF ADDITIONAL TOOLS:

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ (Signature)

FOREMAN

**APPENDIX No. 1**

EMPLOYEE NAME \_\_\_\_\_ (Please Print)

LIST OF PERSONAL TOOLS:

The following is the basic required tools for **Electricians**:

POUCH TOOLS

1. Pouch
2. Robertson Screw Drivers 6 to 10 (3)
3. Slotted Screw Drivers 2" to 8" (4)
4. Sidecutters 6"
5. Pliers 8"
6. Crescent 8"
7. Channel Lock Pliers 10"
8. Knife
9. Sta Kon Pliers up to #10 wire
10. Tape Measure Maximum 12'
11. Hammer
12. Hacksaw frame, not blades
13. Pencil
14. 600-Volt Tester
15. Level

LIST OF ADDITIONAL TOOLS:

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ (Signature)  
FOREMAN

## APPENDIX No. 2

### (i) Hourly Rates

| CLASSIFICATION              | EFFECTIVE<br>JUNE 15, 2019 | EFFECTIVE<br>JUNE 15, 2020 |
|-----------------------------|----------------------------|----------------------------|
|                             |                            |                            |
| <b>Journeyman Certified</b> | <b>\$43.56</b>             | <b>\$44.43</b>             |
| <b>Journeyman</b>           | <b>\$42.61</b>             | <b>\$42.44</b>             |
| <b>Improver</b>             | <b>\$34.37-1/2</b>         | <b>\$35.06-1/2</b>         |
| <b>Helper</b>               | <b>\$32.22-1/2</b>         | <b>\$32.87</b>             |
| <b>Labourer</b>             | <b>\$30.36-1/2</b>         | <b>\$30.97</b>             |

### (ii) Apprentices

- First Term - 60% of the certified Rate
- Second Term - 60% of the certified Rate
- Third Term - 65% of the certified Rate
- Fourth Term - 70% of the certified Rate
- Fifth Term - 75% of the certified Rate
- Sixth Term - 80% of the certified Rate
- Seventh Term - 85% of the certified Rate
- Eighth Term - 90% of the certified Rate

Current apprentices receiving a higher rate will be red circled.

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**SCHEDULE "A"**

**to the 2019 - 2021 Coast FIR-USW Construction Agreement**

|                                   |              |
|-----------------------------------|--------------|
| Gisborne Construction (1985) Ltd. | Local 1-1937 |
| Goodwin Industrial Electrical     | Local 1-1937 |
| A.C. Nelson Ltd.                  | Local 2009   |
| Q-Tech Services Ltd.              | Local 2009   |
| Tebo Mill Installations Ltd.      | Local 2009   |

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*usw1-1937*