

# **COLLECTIVE AGREEMENT**

**2020 - 2022**

**THIS AGREEMENT entered into this 29th day of October 2020.**

**BETWEEN:**

**GRIFF BUILDING SUPPLIES LTD.  
(Hereinafter know as the "COMPANY")**

**OF THE FIRST PART.**

**AND:**

**(Local Unions of)**

**UNITED STEELWORKERS  
LOCAL NO. 2009  
(Hereinafter known as the "UNION")**

**OF THE SECOND PART.**

**June 15, 2020 – June 14, 2022**

## **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 recognized the Union as the sole collective bargaining agency of the employees of the Company at 340 Ewen Avenue New Westminster, B.C. V3M 5B1 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 XXIII, 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 XXV, 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 Company 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 other bargaining authority.

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

Official Union representatives shall obtain access to the Company's operations for the purpose of the 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.

### **Section 5: Bulletin Boards**

The Company will provide space on the bulletin board for the posting of such notices as the Union may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union. All notices must be submitted to the Company for approval prior to being posted. Any violation of this requirement will result in the bulletin board being removed.

## **ARTICLE II - COMPANY'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 new employees and to all supervisors and foremen the policy herein expressed.

## **Section 2: Union Shop**

All employees who entered the employment of the Company on or after the 15<sup>th</sup> of June, 1954, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

## **Section 3: Maintenance of Membership**

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

## **Section 4: Discharge of Non-members**

Any employee who fails to maintain 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 Canada Constitution, and in accordance with the By-Laws of the Local Union.
- (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 the following 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.

**UNITED STEELWORKERS LOCAL 2009  
CHECK-OFF AUTHORIZATION**

Name of Employer: \_\_\_\_\_  
Starting Date: \_\_\_\_\_ Division: \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
City: \_\_\_\_\_ Social Insurance No.: \_\_\_\_\_

If applicable, in what USW operation were you last employed?: \_\_\_\_\_  
I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Duplicate (yellow) copy to be forwarded the Local Union Office**

**APPLICATION FOR MEMBERSHIP**

I hereby request and accept membership in the USW, Local No.2009 and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

\_\_\_\_\_  
Signature of Applicant-Employee

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.

### **United Steelworkers, Local 2009 Union Dues Deduction Process**

#### **FINANCE SUMMARY**

The initiation fee shall be eight (8) hours of the base rate of the operation.

Monthly dues for a member include three components:

1. Percentage dues for a member are equal to 1.45% of that member's total earnings (not including lump sum payments) during the month, subject to a minimum of \$5.00.
2. Dues on lump sum payments such as profit sharing, grievance settlements and arbitration awards and other like payments are calculated separately. Dues on lump sum payments are equal to 1.45% of such payments for the month.
3. Per hour dues are equal to \$.02 per hour for all full hours included in total earnings for the respective earnings period. Per hour dues are in addition to the percentage dues noted above and do not apply to lump sum payments where the payments are not hourly based.

#### **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 wage and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in Article XII.

**ARTICLE IV - SHOP COMMITTEE**

**Section 1: Definition**

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

**Section 2: Composition**

- (a) The Shop Committee shall consist of not less than three (3) employees and not more than four (4) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.
- (b) Grievance meetings shall not be scheduled during working hours except by mutual consent. It is understood that members of the Shop Committee will be paid a maximum of one-half (½) hour at straight time rates for attending grievance meetings held during working hours.

**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 - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

## ARTICLE V- HOURS OF WORK

### Section 1: Hours and Overtime

- (a) For the purpose of this Article a work week is defined as being from Monday to Saturday. 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. Except where otherwise provided by mutual agreement, employees shall be paid rate and one-half for all hours worked on 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 in a work day;
  - (ii) Hours worked in excess of forty-eight (48) hours in a work week, except that hours worked in excess of eight (8) in a day will not be counted in the calculation of weekly overtime.
  - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a day worked.
- (c) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on a rest day for the time lost due to the Statutory Holiday by mutual consent of the Company and the employee. For such work the employee will be paid rate and one-half, except as provided in Section 1(b) above.

### Section 2: Alternate Shift Scheduling

- (a) The Company and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which may include Sundays, without overtime penalty provided the principle of the forty (40) hour work week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday unless mutually agreed otherwise.
- (b) When alternate 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 where 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.
- (iv) All hours worked on Sunday unless mutually agreed otherwise.

**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 rest day has been agreed to between the employee and the Company.
- (iii) All hours worked in excess of forty-eight (48) hours per week or forty-eight (48) hours average when there is an averaging period, except that hours for which overtime is paid pursuant to A(i) above will not be counted in the calculation of weekly overtime.

**Section 3: Rest Periods**

All employees shall be entitled to two (2) ten (10) minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

**Section 4: No Work Guarantee**

The Company does not guarantee to provide work or to maintain the current work schedules and the assignment of an employee to a specific shift or schedule does not in any way constitute a guarantee by the Company of specified shift lengths or hours of work.

**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 six-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 six-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 XIV - 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 six-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**

- (a) The Parties hereby agree that wages of all hourly rated employees covered by the Agreement shall be increased by:
  - \* **June 15, 2020 – 1% Retroactive**
  - \* **Upon Ratification (October 29, 2020) – 1% (equalling 2% total for 2020 contract year**
  - \* **June 15, 2021 – 2%**

The rates resulting from the application of the conversion percentages herein will be rounded as follows:

0 to .249	- down to the nearest cent
.250 to .749	- to the nearest one-half cent
.750 to .999	- up to the nearest cent

**Section 2: 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 (\$0.31) 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 (\$0.31) premium rate for all hours worked outside the recognized day shift.

### **Section 3: Jobs and Equipment**

When a bona fide new classification is established which cannot be properly placed in the existing wage scales, or an existing classification is significantly revised, the Company will establish the classification and set up a rate of pay which will be in reasonable relationship with the existing rates. The Company will notify the Union in writing of such new classifications and of the rate of pay established for such classifications. If the Union should disagree with the rate established it shall notify the Company within fifteen (15) calendar days from the date on which the Company sent the above-mentioned written notification, of the Union's intention to negotiate a new rate. If notice is not given within the required time period, then the rate established by the Company shall prevail.

### **Section 4: First Aid Attendant Training**

Where the Company requires an employee to obtain or maintain an Industrial First Aid Certificate, the Company will pay the cost of training and retraining for such certificates including lost time wages to designated duty first Aid Men.

### **Section 5: First Aid Ticket Premiums - Designated Duty First Aid Attendants**

Upon attaining certificates as required by the Worker's Compensation Board, the following premium will be paid to an employee designated by the Company to act as a first aid attendant:

Level 2 – **Seventy-five (\$.75)** cents per hour.

## **ARTICLE VIII - PAY DAYS**

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

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

### **Section 1: Statutory Holidays**

- (a) All employees 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 shall be paid rate and one-half for all hours so worked except as provided for in Article V - Section 1(b)
- (b) An employee who qualifies for any of the holidays named in Section (a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular rate of pay for his regular work schedule, provided that such payment shall not exceed the equivalent of eight (8) hours pay at the regular rate.

- (c) **Should any new Statutory Holidays be put in place during the term of this agreement, the Company will add it to the list of recognized paid Statutory Holidays.**

### **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) 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 Company.**
  - (iii) **Have worked on at least fifteen (15) of the sixty (60) calendar days immediately prior to the Statutory Holiday.**
- (b) **In case of injury or illness in (ii) above the Company shall have the right to request a medical certificate.**
- (c) **Employees while on leave of absence under Article XV, 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 a 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: Holiday Shift**

**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.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

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

This Personal Floating Holiday is in lieu of the proposed Heritage Day but this Section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

### **(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 will 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.

#### **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, and the pay therefor shall be based upon five per cent (5%) of the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the hourly rate of the employee's regular job, whichever is greater.

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

- (a) The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefor shall be based upon seven per cent (7%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

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

- (a) The annual vacation for employees with seven (7) to fifteen (15) years' service covered by this agreement shall be four (4) weeks, and the pay therefor shall be based upon nine per cent (9%) of the total wages or salary earned by the employee

during the period of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.

- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

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

- (a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks, and the pay therefor shall be based upon eleven per cent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2 and 3.

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

- (a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefor shall be based upon thirteen per cent (13%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, or 4.

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

- (a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks, and the pay therefor shall be based upon fifteen per cent (15%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provision of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4, or 5.



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

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

### **Section 8: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop committee and the Company when quantity and regularity of production shall not be impaired.
- (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 method 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 purpose 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) In the case of a pieceworker, the rate of the employee's regular job will be determined by computing the employee's hourly average earnings for the days actually worked during the pay period immediately preceding the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (d) 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 Company 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 XV, 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 XV, Section 6.
- (e) Any other absence duly approved by the Company 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 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 Company 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 4 - Annual Vacation of the *Employment Standards Act*, 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 - 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 Company, when two (2) hours must be paid.

## **ARTICLE XII - HEALTH AND WELFARE**

### **Section 1: Board of Trustees**

The Board of Trustees, composed of three (3) members representing UNITED STEELWORKERS and three (3) members representing the Participating Companies, are responsible for the administration of the UNITED STEELWORKERS-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:  
\$120,000.00
- (b) Accidental Death and Dismemberment Insurance for each qualified employee:  
\$120,000.00
- (c) Accidental Death and Dismemberment 24-hour Coverage:  
The Plan will provide for coverage for accidents occurring at work.
- (d) Weekly Indemnity as follows:  
The Weekly Indemnity benefit level is six hundred forty-seven dollars (\$647.00) 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 employees' 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

A "No Downs" provision means that the six hundred forty-seven dollars (\$647.00) 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 #2 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 #2 that the benefit payment period terminates when a combined total of 52 weeks of payment have been made from the Plan and the Workers' Compensation Board in the form of temporary wage loss or income continuity benefits.

(iii) The Trustees of the UNITED STEELWORKERS-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 day of disability.

(iv) The Trustees of the UNITED STEELWORKERS-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.

### **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) Vision Care – 100% without deductible, up to a maximum of two hundred fifty dollars (\$250.00) in any 12-month period for a person under age 18 or in any 24-month period for any other person. The cost of eye exams every two (2) years.
- (c) The Physiotherapist / Massage practitioners' limit is six hundred dollars (\$600.00) per member or dependent per calendar year.
- (d) The Chiropractors / Naturopathic Physicians' limit is six hundred dollars (\$600.00) dependent per calendar year.
- (e) The Orthopedic Shoes limit is five hundred dollars (\$500.00) (Adults), and five hundred dollars (\$500.00 (child) per calendar year.
- (f) Prescribed orthotics have a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.
- (g) Hearing Aids for children are five hundred and fifty dollars (\$550.00) every five years. The same five hundred and fifty dollars (\$550.00) is established per member or dependent, every five years, unless there is alternate coverage provided for.
- (h) **"Lifestyle Spending Account" to all employees of six hundred (\$600.00) per 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 to become a covered employee on the first day of the month following completion of the probationary period. 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 collective agreements between members of the 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. and Weldwood of Canada Limited, and the UNITED STEELWORKERS, and there shall be no waiting period for qualified employees changing Companies 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) 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.
- (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 XV - 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 claim's 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 XV - 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 Company during such extended leave of absence.

#### **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.
  - (ii) Prosthetics, crowns and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
  - (iii) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees, with no waiting period.

The lifetime maximum limit is \$3,000 for children only.
- (b) The principles set out in Section 4 shall apply to the Dental Plan.

### ARTICLE XIII - LONG TERM DISABILITY PLAN

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

- (a) The Plan will become effective June 15, 1982.
- (b) **Effective the first of the month following ratification of this agreement, contributions from the Employer and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (\$.60 per hour from the Employee and \$.60 per hour from the Employer) to \$.76 per hour Employee per hour worked (\$.38 per hour from the Employee and \$.38 per hour worked 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 the Plan is at or below a 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 contributions rate will be a total of \$1.20, split 50/50 between Employer and Employee.**

- (c) 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 on-going administration.
- (d) 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.
- (e) The Trustees will enter into a Trust Agreement which will include provisions for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- (f) **Protection Against Withdrawals: Withdrawing Company to be assessed for both the Company 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.**



## **ARTICLE XIV – SENIORITY**

### **Section 1: Principle**

(a) The Company recognizes the principle of seniority, competency considered.

(b) **Notice of Layoff**

**When an employee is permanently laid off or terminated (other than for cause) and the group termination provisions (Section 64) of the *Employment Standards Act* do not apply, employees will be paid or provided the equivalent written working notice in accordance with the following:**

- (i) **After three (3) consecutive months of employment the equivalent of one (1) weeks' pay;**
- (ii) **after twelve (12) months of continuous employment the equivalent two (2) weeks' pay;**
- (iii) **after 2 years of continuous employment the equivalent of three (3) weeks' pay; and**
- (iv) **for each additional year of continuous employment, the equivalent of one additional week's pay to a maximum of the equivalent of eight (8) weeks' pay.**

### **Section 2: Reduction and 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 provision 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 wage subject to the competency of 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) 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.
  - (iii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
  - (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: 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 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 Company's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his Company in writing of any change of address.

#### **Section 4: 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 XIV, Section 1.

#### **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 forty-five (45) 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 forty-five (45) 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 forty-five (45) working days shall only be cumulative within the one hundred and twenty (120) calendar days 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 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 Company, 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**

- (a) When hiring new employees, the following order of preference will apply, competency considered, from among those completed applications on file, in accordance with their company seniority.

- (i) Former employees of the operation who have lost their seniority retention as a result of a layoff in the operation;
- (ii) Former employees of another Company's operation certified to UNITED STEELWORKERS, Local 2009, 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 UNITED STEELWORKERS certified operation whose seniority retention has expired as a result of a permanent closure or a layoff from a UNITED STEELWORKERS certified operation in Local 2009.

A Company has the responsibility to provide a reasonable and effective system for the laid-off employee to make a preferential hiring application.

### **Section 7: Absence Without Leave**

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

### **Section 8: Seniority List**

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

### **Section 9: Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, 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 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 10: Seniority and Sub-contracting**

The Company will extend its consultative and remedial processing 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.

## **ARTICLE XV - 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 Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness, which requires his absence to the Company as soon as may be reasonably possible.

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

**Any leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation.**

The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

### **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. Requests for such written permission must be made in writing to the Company at least seventy-two (72) hours prior to the intended commencement of the leave of absence.

#### **Section 4: Personal 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, child, parent, parent-in-law, child-in-law, step-parent, guardian, sibling, grandchild or grandparent, any person who lives with an employee as a member of the employee's family, common-law spouses, step-parents, step-children, same sex partners.**
- (c) Compensable hours under the terms 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.

### **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 regularly 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 of 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 Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty (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 reasonably be foreseen.

- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much 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.

**Section 9: Notification of Absence**

An Employee who becomes aware that he is not going to be able to report for work as scheduled must notify the Company Office as soon as possible prior to his scheduled starting time with a satisfactory reason for his failure to report. The employee must also indicate when he expects to return to work. If the employee is unable to return when indicated, he must again notify the Company as set out above. Compliance with this provision does not automatically recognize a leave of absence. An employee who fails to comply with this provision must give the Company at least twenty-four (24) hours notice of his intent to return to work.

**Section 10: Family Responsibility Leave**

Any leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation.

**Section 11: Compassionate Care Leave**

Any leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation.

**Section 12: Domestic Violence Leave**

Any leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation.

**Section 13: Critical Illness or Injury Leave**

Any leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation.



## ARTICLE XVI - ACCIDENT PREVENTION COMMITTEE

### Section 1: Composition

- (a) The Company shall maintain a **Joint Health and Safety** consisting of four (4) members **total**.
- (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

- (a) The general duties of the **Joint Health and Safety Committee** shall be as directed by the regulations made pursuant to the Workers' Compensation Act.
- (b) **The Joint Health and Safety Committee shall meet at least once every month or as may be required by regulations pursuant to the Workers' Compensation Act. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.**

### Section 3: Pay for Meetings

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

### Section 4: Meetings During Work

Where **Joint 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: Refusal of Unsafe Work**

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a)** An employee must not carry out, or cause to be carried out, any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b)** An employee who refuses to carry out a work process or operate a tool, appliance or equipment must immediately report the circumstances of the unsafe condition to their supervisor or employer.
- (c)** A supervisor or employer receiving a report made must immediately investigate the matter and ensure that any unsafe condition is remedied without delay, or;
  - (i)** if, in the supervisor or employer's opinion, the report is not valid, they must so inform the employee who made the report.
- (d)** If the procedure above (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of;
  - (i)** the employee who made the report and in the presence of an employee member of the joint committee, or;
  - (ii)** another employee who is selected by the Union.
- (e)** If the investigation in (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

## **Section 6: Serious incidents and Fatalities**

- (a) If workplace fatality occurs, the Company will immediately notify the Shop Steward or Union Joint Health and Safety Committee Member. The Company shall also promptly notify the President of the Local Union and will provide to the Union any available and pertinent information concerning the fatality. The Company shall allow one (1) representative designated by the Union, either from the Local Union or USW District 3 Office, to attend on site for the purpose of consulting with the Union Representative of the Joint Health and Safety Committee. The Union representative will be assigned a room to be available to consult with the Joint Health and Safety Committee worker representative. In such cases, the designated Union Representative shall participate in the investigation upon approval from WCB.**
- (b) 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: Psychological Health and Safety**

**The parties agree the employees have the right to physiologically and psychologically safe working conditions. The Employer shall correct any situation which may compromise an employee's physiological or psychological health and safety.**

## **Section 8: Workplace Bullying and Harassment**

**Neither party condones workplace bullying and harassment and has zero tolerance for such behaviour. Any incidents in the workplace will be thoroughly investigated by the Employer. To protect a worker from workplace harassment, the employer shall ensure that:**

- (a) an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances:**
- (b) the worker who has allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, are informed in writing of the results of the investigation in a timely manner.**

## **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 UNITED STEELWORKERS 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 - TROUBLED EMPLOYEES COMMITTEE**

The Parties agree to establish a Joint Committee, consisting of three (3) members from the UNITED STEELWORKERS and three (3) members from the Industry, to study the practicability of a Troubled Employees Program.

### **ARTICLE XIX – EDUCATION TRUST FUND**

- (a) The Company will contribute to an education Fund to be established by the Union. The contributions will be ten cents (10¢) per hour per employee per hour worked effective June 15, 2004.
- (b) The Company will remit the contribution directly to the Local Union, by cheque marked UNITED STEELWORKERS, Local 2009 Education Fund.
- (c) 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.
- (d) 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 XX - SAFETY EQUIPMENT**

- (a) Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company 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. Aprons
    - 2. Hard Hats
    - 3. Welding goggles, etc.
    - 4. Flotation equipment
    - 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) The Company shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders and Tradesmen.
  - (c) **The Company shall supply all employees, within the 1<sup>st</sup> month of each contract year, six hundred dollars (\$600.00) for safety equipment/Uniform. These funds help cover the cost of the following, but not limited to, items:**
    - 1. **CSA Approved work boots**
    - 2. **Black Rain Gear**
    - 3. **Black Coveralls**
    - 4. **Black Pants**
    - 5. **Black Jackets**
    - 6. **Black Shorts**
    - 7. **Black hoodies**
    - 8. **Black Shirts (short and long sleeves)**
    - 9. **Black snow gear.**
  - (d) Companies that supplied safety equipment at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.

## **ARTICLE XXI - PENSION PLAN**

### **Hourly Contribution**

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

Effective on date of ratification, an increase to the employer per hour worked contribution of one dollar (\$1.00) per hour worked resulting in a total of three dollars and sixty-seven and a half cents (\$3.675) per hour worked employer contributions for the contract years.

Effective date of ratification, an increase to the employee per hour worked contribution of sixty cents (\$.60) per hour worked resulting in a total of two dollars and twenty-two and a half cents (\$2.225) per hour worked employee contributions for contract years.

## **XXII - PERMANENT CLOSURES**

The Company agrees that employees affected by a permanent closure of the Company's operation shall be given sixty (60) days' notice of closure.

## **ARTICLE - XXIII - SEVERANCE PAY FOR PERMANENT PLANT OR LOGGING CAMP CLOSURE**

- (a) Employees terminated by the Company because of permanent closure of a manufacturing plant or a logging camp shall be entitled to severance pay equal to one (1) week's 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 Company as a result of the plant relocation, they shall not be entitled to severance pay under the Article.
- (c) Where a logging camp is relocated and the employees involved are not terminated by the Company as a result of the logging camp relocation, they shall not be entitled to severance pay under this Article.

**NOTE:** There will be no pyramiding of severance pay by employees who may be entitled to severance pay from Forest Renewal BC Corporation and the Collective Agreement. A Joint Committee will be established to coordinate severance pay benefits under the Forest Renewal BC Corporation and Collective Agreement provisions.

## **ARTICLE XXIV - 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 together with a shop committee member shall first take up the matter with the Yard Supervisor within fourteen (14) days of the date of the said grievance.

#### **Step Two**

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with Management. A statement in writing of the alleged grievances together with a statement in writing stating the Company's position shall be exchanged by the parties.

#### **Step Three**

If the problem is not satisfactorily resolved, it shall be referred to the Union and Management.

#### **Step Four**

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

### **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 grieved employee or the Shop Committee from the plant the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as reasonably possible.



## **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 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.

### **Section 2: Grievances**

- (a) In case of a dispute arising under this Agreement, which the Parties hereto are unable to settle between themselves as set out in Article XXIV, 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 interpreted.

- (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 or arbitration proceedings, employed by any local Union, UNITED STEELWORKERS, or the Company.
- (c) No cost of arbitration shall be awarded to or against either party. The Arbitrator shall deliver its award in writing to each of the parties. Such awards shall be binding on the parties but in no event shall the Board have the power to alter, modify or emend this Agreement in any respect.

- (d) Should an Arbitrator appointed under this Article find that an employee has been discharged or suspended for other than proper cause, or has been laid off contrary to the provisions of the Agreement, the arbitrator may direct the Company to reinstate the employee and pay to him a sum equal to his wages lost by reason of his discharge, suspension or lay-off; or such lesser sum as in the opinion of the Arbitrator is fair and reasonable; or make such order as it considers fair and reasonable, having regard to the terms of the Agreement.
- (e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following the completion of hearing.
- (f) The Parties agree to select one (1) Arbitrator from the Panel set out below:  
  
**Julie Nichols**  
**Jessica Gregory**  
**Corinn Bell**  
**Mark Brown**  
**Arne Peltz**
- (g) The single Arbitrator shall be selected from the panel of two (2) Arbitrators on a rotational basis. If an Arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of his selection the dispute shall be reassigned to the next Arbitrator in the rotation.

### **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 XXVI – 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 XXVII - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15th day of June, 2020, to midnight the 14th day of June, 2022 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 15th day of June, 2020. 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 Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1982, c.82, is excluded from the Collective Agreement.

Dated this 10 day of Nov, 2020.

Agreed to on behalf of

UNITED STEELWORKERS  
LOCAL 2009

GRIFF BUILDING SUPPLIES LTD.

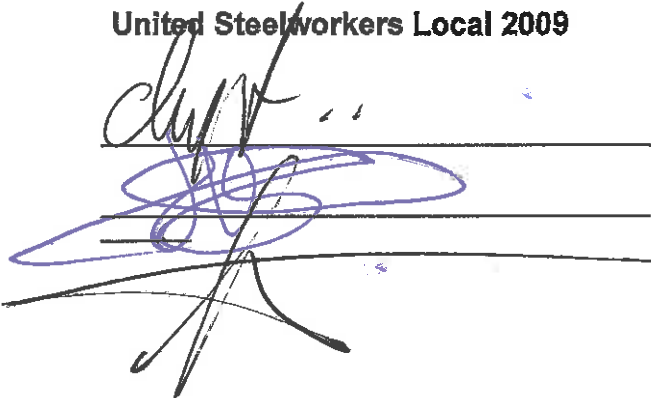
LETTER OF UNDERSTANDING

Customer Service Employees

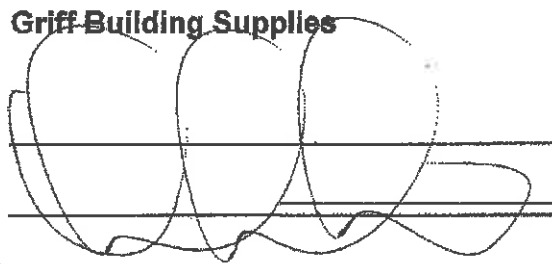
The Employer may employ up to six (6) Customer Service Representatives. These employees will receive an hourly rate, agreed to by the parties for the duration of this Collective Agreement and be placed on the Griff Building Supplies Health and Welfare plan and the Griff STD/LTD plan following completion of three months employment. These employees may work up to forty (40) hours per week. Hours worked will be counted for the purpose of the Union pension plan.

Signed this 10 day of Nov, 2020

United Steelworkers Local 2009



Griff Building Supplies



## GRIFF BUILDING SUPPLIES

New employees hired into a job in the Groups below, will be paid a percentage of the regular rate as follows:

- (i) 1<sup>st</sup> two months of employment - 70% of the wage rate
- (ii) 2<sup>nd</sup> two months of employment - 80% of the wage rate
- (iii) 3<sup>rd</sup> two months of employment - 90% of the wage rate
- (iv) After six months of employment - 100% of the wage rate

### WAGE SUPPLEMENT NO. 1

GROUP 3:	<u>Jun15/20</u> 1%	<u>Oct29/20</u> 1%	<u>Jun15/21</u> 2%
Yardman	29.66	<b>29.96</b>	<b>30.25</b>
Truck Driver (single axle)			<b>30.86</b>
<b>GROUP 8:</b>	<b>31.405</b>	<b>31.715</b>	<b>32.03</b>
Forklift Yardman			<b>32.675</b>
Truck Driver (tandem, lumber, forklift)			
Engineered Product Handler			
<b>GROUP 9:</b>	<b>31.81</b>	<b>32.12</b>	<b>32.445</b>
Asst. Shipper/Receiver			<b>33.09</b>

\*Wage Increases will be retroactive to June 2018.

NOTE 1: Chargehand rates - occupational rate plus 22 cents per hour.

**GRIFF BUILDING SUPPLIES**

**OVERTIME POLICY**

- The following procedure has been agreed upon between the Committee and the Company.
- It is agreed that there are two types of overtime; scheduled overtime and unscheduled overtime.
- Scheduled Overtime: Defined as overtime which is known to be required more than 24 hours in advance.
- Where it is necessary to cover a full shift on overtime, the senior qualified person will have first option of working said shift, and any scheduled overtime shift.
- Unscheduled Overtime: Defined as that overtime which is not known prior to 4 hours of requiring replacement.
- Unscheduled Overtime: Replacement:
  1. Incumbent employee
  2. Senior qualified employee

**Definitions**

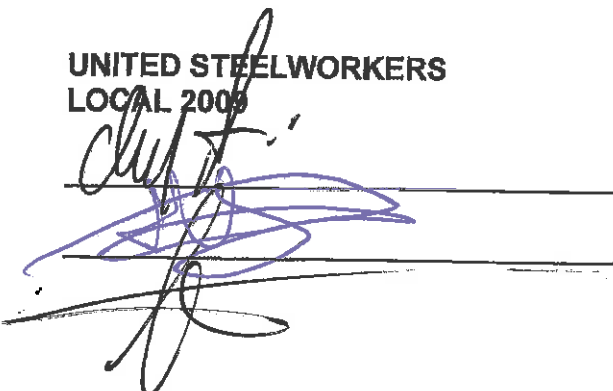
Incumbent employee: Is an employee who is working on that particular job that particular day.

Overtime: Hours worked outside the employees regular shift.

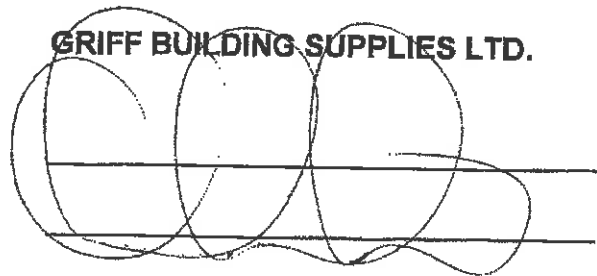
Signed this 10 day of Nov, 2020

Agreed to on behalf of:

UNITED STEELWORKERS  
LOCAL 2009



GRIFF BUILDING SUPPLIES LTD.



## REVISED VACATION GUIDELINES

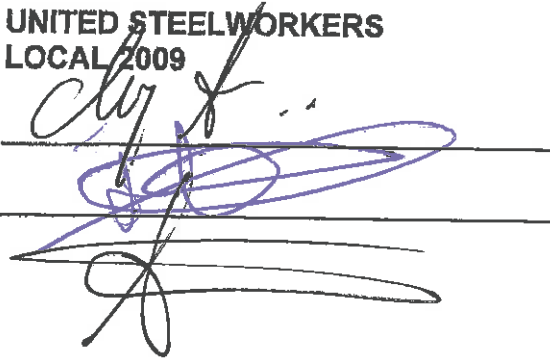
- "Wish List" calendar posted in lunchroom December, of each year.
- All personnel to review with each other compatibility of their proposed time off.
- Vacations will be based on seniority.
- All holiday request forms submitted by the end of January, of each year.
- Holidays will be approved or denied by February 15<sup>th</sup>, of each year.
- Final holiday calendar posted in shipping office and lunchroom by February 15<sup>th</sup>, of each year.
- After February 15<sup>th</sup>, of each year, vacation requests will be considered on a "first come, first served" basis
- In prime months, (June, July, August) only one driver, one beam cutter, and one senior yardman off at the same time.
- In prime months, all holidays are restricted to a two-week duration.
- When "stat" holiday is included in requested vacation period please indicate which extra day your request taking in lieu of the holiday.
- Except where the employee qualifies for only two weeks, then additional week provided for in the contract may be taken when convenient for the Company but does not have to be consecutive with the vacation period.
- Floater days are decided by mutual consent subject to Article 9.
- Any changes to schedule vacation will be subject to operation requirements.

- Any other vacation requests will be responded to within two days (three days maximum) provided a reasonable time of notice is given and other manpower is available.
- Please note: For your own records, make a copy of your request so that you have a record of it. New request forms will be four copies.

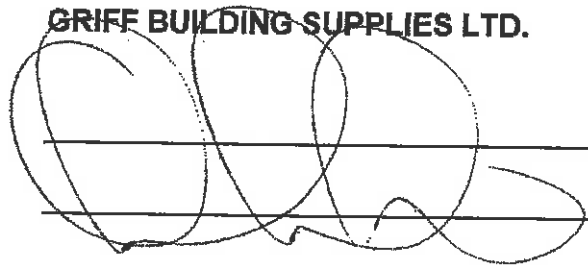
Signed this 10 day of Nov, 2020

Agreed to on behalf of

UNITED STEELWORKERS  
LOCAL 2009



GRIFF BUILDING SUPPLIES LTD.





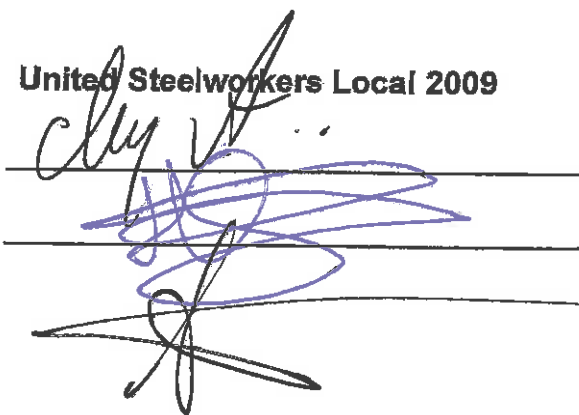
**LETTER OF UNDERSTANDING #1**

**COVID-19 SICK DAYS**

If an employee is experiencing symptoms of Covid-19, the Company's policy is to stay home from work and notify your supervisor immediately. Once deemed a candidate for Covid-19 testing, the Company agrees to compensate said employee two day's pay for the purpose of getting tested. The Company requires proof of both the testing appointment, and corresponding test result, prior to issuing payment.

Signed this        day of NOV \_\_\_\_\_, 2020

**United Steelworkers Local 2009**



**Griff Building Supplies**

