

COLLECTIVE AGREEMENT

BETWEEN

RONA INC./DICK'S LUMBER - BURNABY

AND UNITED STEELWORKERS

LOCAL 2009

JUNE 15, 2020 TO JUNE 14, 2025

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MASTER AGREEMENT

**THIS AGREEMENT
entered into this 15th day of June, A.D. 2020.**

**BETWEEN:
RONA INC./DICK'S LUMBER - BURNABY
(Hereinafter known 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.

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.

In the event that there is a conflict between the contents of this Agreement and any rule or order made by the Company, or on behalf of the Company, this Agreement shall take precedence over the said rule or order.

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

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the following shall apply:

- (a) the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement;
- (b) The Company and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 19 of this Agreement.

ARTICLE 1 - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 2580 Gilmore Avenue, Burnaby, British Columbia except confidential employees, office employees, and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article 18, 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 19, 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. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings.

Section 3: Bargaining Authority

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

Section 4: No Other Agreement

The Company agrees not to enter into any agreement or contract with employees of the Company, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, without consent of the Union.

Section 5: No Discrimination

The Company and the Union subscribe to the principles of the Human Rights Code of British Columbia. The Union and the Company recognize the right of the employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace. The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity of the Union.

Section 6: 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 2 - 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

The Company shall always have the right to select and hire employees.

Section 3: Discipline

The Company has the right to discipline or discharge employees for just and proper cause.

The disciplinary record of an employee, including letters of reprimand, warnings or suspensions, will remain on the employee's file for **two thousand and eighty (2080) hours** and will be removed from the employee file after that period provided no other discipline has occurred during that time.

The presence of a Union Representative is mandatory at any meeting during which the employee is disciplined **or investigated**.

ARTICLE 3 - 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

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

Section 3: Bargaining Unit Work

- (a) The Company agrees that, except as otherwise provided herein, to have all work within the scope of the bargaining unit performed by members of the bargaining unit.
- (b) In an emergency, the Company may have bargaining unit work performed by persons other than members of the bargaining unit provided in doing so a lay-off of members of the bargaining unit does not result and provided that every reasonable effort is made to replace the member of the bargaining unit.
- (c) Supervisors shall reserve the right to perform bargaining unit work for training and instructional purposes.

Section 4: 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 5: 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 6: Union Membership

- (a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the 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 7: 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 15th 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 a % (as determined by the Union) 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 a % (as determined by the Union) of such payments for the month.
3. Per hour dues are equal to an amount per hour (as determined by the Union) 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 8: 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 9: 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 11.

Section 10: Bulletin Boards

The Company shall provide a bulletin board in the lunch room area for posting of this Agreement and for such notices as the Union or Company may wish to post. Union notices shall be posted and signed by an authorized representative of the union. **The Employer reserves the right to remove any offensive or damaging material(s).**

Section 11: Job Descriptions

The Company shall provide the union with job descriptions of union classifications.

ARTICLE 4 - 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

The Shop Committee shall consist of not less than two (2) and not more than five (5) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

Section 3: Notification

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

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to:

Article 14 - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE 5 - HOURS OF WORK

Section 1: Hours of Work and Overtime

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, paid at the regular rate.
- (b) After working eight hours in a day an employee shall be paid time-and-a-half (1 ½) for the next three hours worked, and double time (2) for all hours worked in excess of eleven (11) hours in a day. This applies even if the employee works less than forty (40) hours in a week.
- (c) An employee who works more than forty (40) hours in a week must be paid time-and-a-half (1 ½) after forty (40) hours. This applies even if the employee never works more than eight (8) hours in a day. Only the first eight (8) hours worked each day are used to calculate total hours for weekly overtime.
- (d) Double straight-time rates shall be paid for the following:
 - i. Hours worked in excess of eleven (11) hours per day;
 - ii. Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days. This shall not apply to employees who work Sunday as a regularly scheduled day;
 - iii. For purposes of (d) herein a Statutory Holiday shall be considered a shift worked;
- (e) It is agreed that employees can be employed on a Tuesday-to-Saturday work week in which they will be paid straight-time for Saturday work. In such an event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one and one-half (1 ½) except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such an event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company the rate of pay will be the rate of one and one-half (1 ½). However, if the employee requests a temporary change from their rest day on Monday, work performed on Monday will be paid for at straight-time.

- (f) The Company will endeavor to provide consecutive days off (considered to be "rest days") for all employees with regards to their work schedules. In doing so, the Company will maintain the principle of seniority when offering the days off. Should the employer request the employee to work on their "rest day(s)", their rest day(s) will be paid at a rate of time-and-a-half (1 ½). In this case the Employer will provide two (2) weeks' notice. Should the employee request a permanent or temporary change to their regular work schedule, worked performed on the changed rest day(s) will be paid at straight-time.

Section 2: Minimum Daily hours

- (a) Where an employee reports for a shift and no work is available, such employee shall be paid a minimum of two (2) hours;
- (b) In the event the employee commences work, a minimum of four (4) hours shall be paid.
- (c) If work stops for a reason completely beyond the employer's control, the employee must be paid for two (2) hours or the actual time worked, whichever is greater.

Section 3: Responsibility to Report

Wherever possible, the employee has to notify the Employer at least one (1) hour prior to commencement of their shift should they not be able to report for their scheduled shift, unless the expected total period of absence has already been made known to the Employer.

Section 4: Rest Periods and Meal Breaks

All employees shall be entitled to the following, provided always that the Company shall have the right to use relief employees in implementing this provision.

Rest Period and Meal Break Schedule for Various Shifts:

Over 7 Hour Shift:

- 1 – 30-minute unpaid meal break
- 2 paid 10-minute rest periods

Over 5 up to and including a 7-hour Shift:

- 1 - 30-minute unpaid meal break
- 1 paid 10-minute rest period

Up to and including a 5-hour Shift:

- 1 paid 10-minute rest period

There will be one (1) ten-minute (10) rest period prior to the start of overtime for those employees asked to work more than one (1) hour overtime.

Section 5: Alternate Shifts and Shift Differential

- (a) The Company can operate different shifts for starting and stopping times from five (5) a.m. in the morning to five (5) p.m. in the evening.
 - i. In doing so they must maintain, for a full-time employee, an eight (8) hour day, with the required scheduled rest periods and meal breaks.
 - ii. When offering the shift, they must continue with the practice of Section 1(f) above.
 - iii) If the Company wishes to implement a shift outside the hours in (a) above they will sit down with the Local Union and the Committee to work out the details of the hours for the said shifts.
 - iv. The Company will also agree to pay a shift differential of **sixty cents (60¢)** per hour for the entire shift that starts or stops outside of the hours in (a) above if an alternate shift is agreed upon.

Section 6: Banked Time

The Employer will establish a time-bank for Employees based on the following:

- (a) At an employee's written request, an employer may establish a time bank.
- (b) Overtime hours are credited to the time bank instead of being paid in the pay period in which they are earned. An employee may ask an employer at any time to pay out all or part of the wages credited to the bank.
- (c) Maximum of one (1) week, or forty (40) hours to be credited in the time bank at any given time.
- (d) The employee may also request time off with pay for some mutually agreed period, or request in writing that the bank be closed. Upon receiving an employee's request to close the bank, the employer must pay the outstanding balance to the employee on **a separate cheque**.
- (e) An employer may close an employee's time bank after giving the employee one month's written notice. When an employer closes an employee's time bank, the employer must, within the following pay period, either:
 - i. pay the employee all of the overtime wages credited to the time bank;
 - ii. allow the employee to use the credited overtime wages to take time off with pay; or
 - iii. pay the employee for part of the wages credited to the time bank and allow the employee to use the remainder of the credited overtime wages to take time off with pay.

- (f) Overtime must be used or paid out at the rate it was earned.

ARTICLE 6 - 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 their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six-month period the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 5 below, providing they 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 13 - Seniority brought on by mechanization, technological change, or automation he will receive the rate of their 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 their regular job at the time of the setback and the rate of their new regular job. At the end of this six-month period the rate of their 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 seven (7) days' pay per year of service up to a maximum of thirty (30) weeks.

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 7 – WAGES

Section 1: Wages

Pay Group	Position	June 15, 2020 (2.0% Increase)	June 15, 2021 (2.0% Increase) +\$500.00*	June 15, 2022 (2.0% Increase) +\$750.00*	June 15, 2023 (2.0% Increase) +\$750.00*	June 15, 2024 (2.0% Increase) +\$750.00*
	Forklift Operator	\$34.742	\$35.437	\$36.146	\$36.869	\$37.606
	Transfer Driver	\$36.440	\$37.169	\$37.912	\$38.670	\$39.443

*Lump Sum Eligibility

Employees must have worked 1000 hours in the preceding year June 15th to June 14th to be eligible for the lump sum payment in years 2 to 5 of the agreement.

The Probationary/Training Period will be three (3) months.

Section 2: First Aid Attendant Training

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.

Section 3: First Aid Ticket Premiums - Designated Duty First Aid Attendants

Upon attaining certificates as required by the Workers' Compensation Board, the following premium will be paid to designated duty First Aid Attendants:

Occupational Rate + Premium: Level 2 – **One dollar** per hour worked (**\$1.00/hr.**)

Section 4: Chainsaw Premium

The Employer shall pay a chainsaw premium of \$.50 per hour, for the entire shift for employees who:

- i) Are required, and assigned a chainsaw to operate throughout the shift; or**
- ii) Are temporarily required to operate a chainsaw for 2 or more hours on shift. If an employee is asked to run a chainsaw on overtime, they shall be paid the premium for overtime hours required to run the chainsaw.**

Section 5: Pension Plan

Hourly Contribution:

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:

June 15, 2015

Employer - \$3.675

Employee - \$2.225

Contribution rate for both Employer and Employees will be reduced by \$0.275 when the plan is fully funded as per the July 6, 2000 Memorandum of Agreement under the Coast Master Collective Agreement.

Eligibility:

Forklift Operators will be eligible to participate in the Pension Plan upon successful completion of the three (3) month probationary/training period.

Participation in the Pension Plan is mandatory for all **forklift operators and transfer drivers.**

Section 6: Severance Pay for Branch Closure

- (a) Employees terminated by the employer because of permanent closure of a branch shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable. However, where alternate shifts are in effect (e.g. 10-hour or 12-hour shifts) under Article 5 Section 5, the severance pay available shall not exceed the maximum severance pay based on an eight-hour shift equivalent.**
- (b) Where a branch is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the **branch** relocation, they shall not be entitled to severance pay under this article.**

Section 7: Permanent Closures

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

Section 54 May 28, 2020 decision)

Notice of Layoff

When an employee is permanently laid off or terminated (other than for cause) as provided in the *Employment Standards Act* 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 at the Company's discretion, in accordance with the following:

- (i) After three (3) consecutive months of employment, the equivalent of one (1) week's pay;**
- (ii) after twelve (12) months of continuous employment, the equivalent of two (2) week's pay;**
- (iii) after two (2) years of continuous employment, the equivalent of three (3) week's 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) week's pay.**

Once the employee has been permanently laid off or terminated and has been provided the notice or pay in lieu as set out in this article, the employee will lose all their seniority and recall rights under this Agreement.

ARTICLE 8 - PAY DAYS

The Company shall provide for pay days every second week by direct deposit and each employee shall be furnished with an itemized statement of earnings and per pay deductions. Participation in direct deposit is mandatory for all employees.

ARTICLE 9 - STATUTORY HOLIDAYS AND FLOATING HOLIDAY

Section 1: Statutory Holidays Defined

- (a) The following are defined as Statutory holidays as prescribed by this Collective Agreement:
1. New Year's Day
 2. Family Day
 3. the designated Easter Holiday (either Good Friday or Easter Monday shall become the designated Easter Holiday)
 4. Victoria Day
 5. Canada Day
 6. British Columbia Day
 7. Labour Day
 8. Thanksgiving Day
 9. Remembrance Day
 10. Christmas Day
 11. Boxing Day
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) All employees who work on New Year's Day, the designated Easter Holiday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid time-and-a-half for the first eleven (11) hours worked and double-time for any hours worked in excess of eleven (11) hours, plus receive a day off in lieu with pay.
- (d) **Should any new Statutory Holidays be put in place in British Columbia during the term of this agreement, the Company will add 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) calendar days immediately preceding the holiday.
 - ii. Have worked their last scheduled work day before, and his first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.

- iii. Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate, **the cost of which shall be reimbursed by the Employer.**
- (c) Employees while on leave of absence under Article **13**, Section 7(a) **thereof shall not qualify for paid Statutory Holidays.**
- (d) Any employees while members of a Negotiating Committee under Section **8(b)** **will qualify for paid Statutory Holidays.**

Section 3: Sunday Holidays

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

Section 4: Saturday Holidays

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

Section 5: Weekly Work Schedule

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

Section 6: Holiday Shift

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

Section 7: Probationary Employees

It is agreed that probationary employees shall earn statutory holidays pursuant to the Employment Standards Act.

Section 8: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

Section 9: Personal Floating Holiday

(a) Personal Floating Holiday

Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of this 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 their regular job rate of pay for their 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 their Personal Floating Holiday. The employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv. If an employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v. Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be scheduled by Management.
- vi. A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- vii. Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight-time rates will apply.
- viii. With the agreement of the Company, an employee may waive the right to a Floating Holiday, with pay in lieu, **paid out at the end of the contract year.**

ARTICLE 10 - 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 therefore 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 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 therefore 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 therefore 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 periods 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 therefore 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 or 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 therefore 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 therefore 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 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, 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 **Employee** and the Company when quantity and regularity of production shall not be impaired.
- (b) The employee will have the option to forego (i.e. be "paid out") any part of their earned vacation, except as may be required by law.

Section 9: Payment and Usage of Vacation Pay

- (a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.

- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when a full-time 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 their 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 their gross earnings between the date of their last anniversary date and the date of the last common cut-off date.
- (d) Employees must submit in writing vacation requests by March 1st of each year. The Company will endeavor to approve these vacations based on operational requirements and maintain the principle of seniority, Article 12.

The Company shall provide written confirmation of approval or denial no later than March 8th of each year.

After March 1st of each year, the Company will approve vacations requests on a first come basis.

The Company shall provide written confirmation of approval or denial no later than one week following the written request.

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 their employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article 21, Section 6.
- (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 21, Section 7.

- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

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

- (a)
 - i. In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
 - ii. Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii. Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to their 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 WorkSafe BC 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 their 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 their employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.

- viii. Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
- ix. Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
- x. All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

Section 12: Employment Standards Act

As per the Employment Standards Act of B.C. after twelve (12) months of consecutive employment, employees must take a minimum of two (2) weeks of vacation per year, and after five (5) consecutive years of employment, they must take a minimum of three (3) weeks of vacation per year.

ARTICLE 11 - HEALTH AND WELFARE

Section 1: Maintenance

The employer will maintain its current health and welfare plan.

Section 2: Eligibility

A Full-Time employee must complete their probationary period before they are eligible to participate in the Employee Group Insurance Plan, including Medical Services Plan, in accordance with this Article.

Section 3: Insurance Coverage

The following coverage will be instituted with a common carrier:

- (a) Group Life Insurance for each qualified employee is \$120,000.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee is \$120,000, with 24-hour coverage, on or off the job.
- (c) Weekly Indemnity as follows:

The weekly indemnity benefit level will be **five hundred and seventy-three dollars (\$573.00) per week.**

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 is introduced so that the benefit level will not be reduced by further reductions by E.I.C. of the maximum insurable earnings number.

Section 4: 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;
- (b) The Vision Care limit will be, relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription, June 15, 2015 four hundred dollars (\$400.00) per member or dependent in any 24-month consecutive period. One eye exam will be covered in any twenty-four (24) month period. Reimbursement will be for a reasonable and customary amount.
- (c) The Physiotherapist / Massage Practitioners' limit will be seven hundred and fifty dollars (\$750) per member or dependent per calendar year.
- (d) The Chiropractors / Naturopathic Physicians' limit will be eight hundred dollars (\$800) per member or dependent 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) For the period June 15, 2010 to the expiry date of the contract, the maximum medical travel allowance payable is \$ 1,600.00 / member or dependent, subject to an \$ 800.00 maximum in any one 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 shall be sixty thousand dollars (\$60,000).

- (k) The Company will provide employees with an Extended Health Benefit Pay-Direct Card based on a Provincial Pharmacare only formulary patterned after the existing IFLRA-USW model in the Southern Interior.

Section 5: General Principles

- (a) Premium cost for insurance shall be paid for 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 Plan will apply on the first day of the month following the date of employment.
- (d) Coverage during layoff will be provided as follows:
 - i. Employees with one (1) or more years' seniority - six (6) months;
 - ii. Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.
- (e) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (f) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (g) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article 13- 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 their place of residence in British Columbia unless their disability required them 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.
- (h) Employees on extended leave of absence under Article 13 - 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 leaves of absence.

Section 6: 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) - the Plan pays 60% of approved schedule of fees.
 - iii. Orthodontic (Plan C) - the Plan pays 60% of approved schedule of fees (lifetime maximum \$2,500), with no waiting period. The lifetime maximum limit will be \$3,000 for children only.
 - iv. **Full White Filling coverage.**
- (b) For individuals sixteen (16) years and older, one check-up will be covered every six (6) months and for children under the age of sixteen (16) years, one check-up will be covered every six (6) months.
- (c) Bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.

Section 7: Long Term Disability Coverage

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

- (a) **Effective the first of the month following ratification of the Memorandum of Agreement renewing the Collective Agreement, contributions from the Company and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (\$0.60 per hour from the Employee and \$0.60 per hour from the Company) to \$0.76 per Employee per hour worked (\$0.38 per hour from the Employee and \$0.38 per hour from the Company).**
- (b) **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).**

- (c) **The maximum total contribution rate will be a total of \$1.20, split 50/50 between the Company and the Employee.**
- (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.

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 (if applicable) per Section 5 of the Article.

Section 9: Employee Assistance Plans

The Company will encourage its membership to explore the concept and benefits to be derived from utilizing the established Employee Assistance Plan.

ARTICLE 12 - 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: 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 provisions of Section 1.
 - ii. When recalling forces after a period of layoff following a reduction of forces, employee shall be recalled in order of their branch seniority subject to the competency of the person involved and the provisions of Section 1.

- iii. If an employee refuses the position for which they are recalled, the employee immediately forfeits all recall rights and the employment relationship will be ended.
 - iv. The Company will attempt to contact the employee first by telephone and then by notice sent by registered mail.
 - v. The Employee will have fourteen (14) calendar days from the date of the notice sent by registered mail to notify the company of their intent to return to work.
 - vi. If the Company is unable to make contact within forty-eight (48) hours, the Company will then fill the position on a temporary basis with the next senior employee until the expiry of the fourteen (14) calendar days from the date of the notice sent by registered mail.
 - vii. An employee who fails to reply to a recall notice within fourteen (14) calendar days from the date of the notice shall be removed from eligibility for recall and all benefits to the laid off employee will cease and the employment relationship will be ended.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep their regular job he may elect to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:
- i. If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - ii. The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.
- (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) 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 twelve (12) 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 their employees and it shall be the employee's responsibility to notify their employer in writing of any change of address.

Section 4: Job Posting

- (a) All vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) All forklift operator vacancies shall be posted as Full-Time status positions.
- (c) All vacancies shall be filled first by Full Time status employees and second by Part Time status employees, in the event that no Full-Time status employee applies.
- (d) 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 12, 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 sixty (60) 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 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) Clause (a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid off; and within ninety (90) days for those terminated as a result of a permanent closure.
- (c)
 - i. It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.

- ii. It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.
- (d) A Full-Time employee must complete their probationary period before they are eligible to participate in the Employee Group Insurance Plan, including Medical Services Plan in accordance with Article 11 Health and Welfare.

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 USW certified operation affected by a permanent plant closure or layoff for a period not to exceed eighteen (18) months after the date of closure or layoff of the operation.
 - iii. Regular employees from other operations of the Company who are on a layoff that exceeds sixty (60) consecutive days, in accordance with their Company seniority.
 - iv. Former employees of another Company's USW certified operation whose seniority retention has expired as a result of a permanent closure or a layoff from an USW certified operation.

An employer 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 working days shall forfeit all seniority rights. This shall not interfere with the employer'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 date with the Company and the starting date for department seniority of each regular employee. **The list will contain the names of Runners, Forklift Operators and Transfer Drivers.** The Company will advise the Union once each month of changes to the said list.

Section 9: Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
- i. If the Supervisor has the bargaining unit seniority, they shall revert back to their previously held job, or,
 - ii. If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, they may apply their seniority to a job commensurate with their bargaining unit seniority, competency considered, or,
 - iii. If the Supervisor does not have the bargaining unit seniority to obtain a job, they shall be laid-off and subject to all the provisions of this Agreement.
- (b) Employees who have been transferred by the Company to a supervisory position will retain the seniority earned up to the date on which they were transferred into the supervisory position but do not accumulate seniority during the period in which they serve as a supervisory worker.
- (c) 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: Probationary Training Period

The probationary training period for all jobs will be a maximum of sixty (60) working days. All postings will be awarded in line of seniority and no employee will be able to take a full time posting without going through the training at Dick's Lumber Burnaby. Forklift trainees are to be awarded based on seniority.

In the event that an employee does not successfully pass the probationary training period, the Company shall transfer the employee back to their previous position at the previous rate of pay at any time during the sixty (60) working day probationary training period, with just and proper cause.

After the employee is transferred back to their previous position, the employee may apply for future probationary training positions after six (6) calendar months.

ARTICLE 13 - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant a 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 their absence to the Company as soon as may be reasonably possible.

Section 2: Pregnancy, Parental and Adoption Leave

i. Pregnancy and Adoption Leave

Employees shall be granted maternity leave of absence without pay.

ii. Pregnancy Leave

- a. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave beginning no earlier than **thirteen (13)** weeks before the expected birth date, and no later than the actual birth date.
- b. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- c. An employee is entitled to up to six (6) additional weeks of unpaid leave if, the reasons related to the birth or the termination of the pregnancy, **they are** unable to return to work when **their** leave ends under (a) or (b).

iii. Notice

- a. The request for leave must be given in writing to the Company at least four (4) weeks before the day the employee proposes to begin leave and, if required by the Company, be accompanied by a medical practitioners' certificate. **A request for additional leave under Article 13, Section 2 ii (c) must also be given in writing to the Company at least four (4) weeks before the end of their approved leave.**
- b. Should an employee decide to return to work within the seventeen (17) week period, **they** may do so no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date. A request for a shorter period must be in writing to the Company at least one (1) week before the date the employee proposes to return and the employer may request a Dr.'s certificate stating the employee is able to resume work.

iv. Parental Leave

- a. **A pregnancy parent** is entitled to up to **sixty-one (61)** consecutive weeks of unpaid **parental** leave commencing immediately after the end of the leave as stated in Article 13 Section 2 ii (a) unless the Company and employee agree otherwise.

- b. **A birth parent is entitled to up to sixty-two (62) consecutive weeks of unpaid leave commencing within seventy-eight (78) weeks after child is born.**
- c. **An adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave at any time within seventy-eight (78) weeks after the child is placed with the parent.**
- d. Request for leave under (a),(b) or (c) shall be given at least four (4) weeks before the employee proposes to begin leave and, if required by the Company, be accompanied by a medical practitioner's certificate.
- v. **Additional Parental Care**
If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section (iv) above, Parental Leave.
- vi. **Combined Entitlement**
The combined entitlement of leave under **pregnancy** and parental is **seventy-eight (78)** plus any additional leave the employee is entitled to under section (v) and (iv) (c).
- vii. **Return to Work**
Upon return to work, the employee shall continue in **their** former position without loss of perquisites accumulated up to the date of commencement of the **pregnancy or parental** leave of absence without pay and subject to the provisions of the leave.
- viii. **Extended Leave**
The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

Section 3: 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, conditional on the following terms:

- a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonable 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 suitable replacement is not available.
- d) Employee benefits will cease during the term of the leave unless the employee agrees to pay the full cost of the premium with post-dated cheques.

- e) **Any employee requesting a leave of absence under this sub-section must obtain permission in writing from the Company for such leave.**

Section 4: Family Responsibility

Family Leave:

An employee is entitled to up to five (5) days of unpaid Family Leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care, health or education of any other member of the employee's immediate family.

Section 5: Compassionate Care Leave:

- a) In the following sub-sections "family member" means **in relation to the employee;**
 - i. **The employee's spouse, child, parent, sibling, grandchild or grandparent;**
 - ii. **Any person who lives with the employee as a member of the employee's family;**
 - iii. **The employee's step-sibling, aunt or uncle, niece or nephew, current or former foster parent, foster child, ward or guardian.**
 - iv. **The spouse of the employee's sibling or step-sibling, child or step-child, parent, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian.**
 - v. **Anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common-law partnership.**
- b) **In relation to the employee's spouse:**
 - i. **The spouse's child, parent or step-parent, sibling or step-sibling.**
 - ii. **The spouse's grandparent, grandchild, aunt or uncle, niece or nephew.**
 - iii. **The spouse's current or former foster parent, or ward.**
- c) An employee who requests Compassionate Care Leave under this section is entitled to **take up to twenty-seven (27) weeks of compassionate care leave within a fifty-two (52) week period to care for a family member who is terminally ill.**

- d) **The employee must request the leave from the employer. They do not have to make the request in writing or to give the employer advance notice.**
 - i. **The employee will advise the employer about the need to take the leave when they first become aware of it.**
- e) **The employee must provide the employer with a medical certificate that states the family member has a serious medical condition and is at risk of death within twenty-six (26) weeks.**
 - i. **They must give the employer the certificate as soon as it is reasonably possible to do so. They are not required to do this before taking the leave.**
- f) **The fifty-two (52) week period starts on the Sunday of the week that the certificate is given, or from the Sunday of the week that the employee first takes leave.**
- g) **If the employee takes a leave before getting the medical certificate, the time taken will be included in the fifty-two (52) week period covered by the certificate.**
- h) **A leave under this subsection ends whichever of the earlier of the following occurs:**
 - i. **On the last day of the week in which the family member dies;**
 - ii. **After the employee has had twenty-seven (27) weeks off within the period -of fifty-two (52) weeks – the employer doesn't have to give more leave during that fifty-two (52) week period.**
 - iii. **Fifty-two (52) weeks after the period begins – even if the employee has not taken twenty-seven (27) weeks of leave, the employer is not required to give any more leave until the employee shows another medical certificate.**
- (i) **If the family member does not die within the fifty-two (52) week period, an employee may take more leave after they get a new medical certificate stating that the family member has a serious medical condition with significant risk of death within twenty-six (26) weeks.**

Section 6: 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 they shall be compensated at their regular straight-time hourly rate of pay for their 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 7: 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 **they** would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and **their** regular straight-time hourly rate of pay for **their** regularly schedule hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 8: 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 their Company within thirty (30) calendar days after completion of their 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 USW Canada 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.**

- d) **Upon application to, and upon receiving the permission of the Union President or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance. Not more than one (1) such official representative shall be granted leave of absence without loss of pay for the time spent off. Further official representatives may be granted leave of absence without pay based on the operational needs of the business.**
- e) **Upon application to, and upon receiving the permission of the President or Designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the union.**

Section 9: 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 reasonable 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.
- c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

Section 10: Domestic Violence Leave Domestic Violence and the Workplace

Domestic Violence is any form of violence between intimate partners. The violence can be between mixed or same sex intimate partners, who may or may not be married, common-law, or physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment, living together. It can also continue to happen after a relationship had ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- 1. The Employer agrees to grant an employee up to five (5) days of paid leave per calendar year to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.**
- 2. Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.**
- 3. It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.**

Section 11: 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 14 – HEALTH AND SAFETY

Right to Refuse 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 pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to their or her supervisor or employer.**
- (c) A supervisor or employer receiving a report made under (Article 14, Section 1) must immediately investigate the matter and**
 - i. ensure that any unsafe condition is remedied without delay, or**

- ii. if, in their or her opinion, the report is not valid, 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.

Joint Health and Safety Committee

Section 1: Composition

- (a) The Management of every operation shall maintain a **Joint Health and Safety Committee** consisting of not more than four (4) members nor less than two (2) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) years' 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 week 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 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: Serious Incidents and Fatalities

- a) **If a workplace fatality occurs, the Company will immediately 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 worker representative of the Joint Health & Safety Committee. The Union representative will be assigned a room to be available to consult with the Joint Health and Safety Committee worker representative.**
- 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 6: Psychological Health and Safety

The parties agree that 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 7: Workplace Bullying and Harassment

Neither party condones workplace bullying and harassment and has zero tolerance for such behavior. 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 15 - EDUCATION TRUST FUND

1. The Company will contribute to an education Fund to be established by the Union. The contributions will be five cents (5¢) per employee per hour worked.
2. The Company will remit the contribution directly to the Local Union, by cheque, marked USW Canada, Local 2009 Education Fund on a semi-annual basis with a written statement of the number of employees employed by the Company and the total number of hours worked by all employees.
3. 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 16 - HUMANITY FUND

- (a) The Company agrees to deduct, on a bi-weekly basis, the amount of not less than **\$0.02** per hour from the wages of all employees in the bargaining unit for all hours worked.
- (b) The Company shall pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will remit such accumulated contributions on a semi-annual basis. The Company will advise in writing both the Humanity Fund at aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

- (c) It is understood and agreed that participation by an employee in the Humanity Fund program of deductions set forth above may be discontinued by any employee after the receipt by the Company and the Local Union of that employee's written statement of their desire to discontinue such deductions from their pay during the four weeks following ratification of this Agreement.
- (d) The Union agrees to indemnify the Company and save it harm against any claims which may arise in complying with the provisions of this article.

ARTICLE 17 - 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. 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. Dust Protection
 - 2. Eye Protection
 - 3. Ear Protection
 - 4. 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 Employer will provide to each employee:
 - 1. Tape Measure
 - 2. Snips
 - 3. "Exacto" knife
 - 4. Reflective Vest

(c) **Workwear Allowance:**

The Employer will provide reimbursement of 100% of the first two hundred dollars (\$200.00) and 50% of the next two hundred dollars (\$200.00) to a maximum allowance of three hundred dollars (\$300.00) per contract year per employee for the cost of workwear (workwear is defined as workplace appropriate attire, such as CSA footwear, rain gear, work jackets, coveralls. The employee must have passed their probationary period and must provide to the Employer a receipt of purchase in order to process the reimbursement.

In the event that the Employee does not purchase and request reimbursement for the Workwear Allowance in a contract year, the Employee may rollover the full maximum allowance to the following contract year and combine the Workwear Allowance for two (2) contract years to a total of six hundred dollars (\$600.00) maximum.

ARTICLE 18 - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

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

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 superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the Parties concerned.

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 19.

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 branch, 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 19 - 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 e-mail or** 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.

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 18, 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.

- (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 their 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 fallure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be

first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.

- (e) **The arbitrator will be mutually agreed to be the parties within fifteen (15) days.**

Section 3: Expedited Arbitration

To facilitate the timely resolution of grievance matters which remain unresolved following the conclusion of the procedures for Adjustment of Grievance contained in Article 18, the parties agree to implement an expedited arbitration procedure, as follows:

- (a) Two arbitrators will be selected to serve as Chairpersons to resolve disputes referred to expedited arbitration. The parties will each select one Chairperson who will provide available dates for hearings.
- (b) The agreement of both parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both parties.
- (c) The parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration, unless there is mutual agreement to extend the time limit.
- (d) The parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.
- (e) No legal counsel will be used by the parties during the course of the hearing. Witnesses and oral submissions from the parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within 10 days of the hearing.
- (g) The parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.

- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

Section 3: Cost Sharing

The parties shall jointly bear the cost of the 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 20 - 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 21 - TERM OF AGREEMENT

(a) Duration

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, 2025** 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

(b) Notice to Bargain

The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the Local Office upon the Local Officers of the Union, within four (4) months immediately preceding the 14th, day of June,

(c) Agreement to Continue in Force

If no agreement is reached at the expiration of this Agreement 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.

(d) Exclusion

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. 1992, c.82, is excluded from the Master Agreement.

Signed this 31st day March of 2021 on behalf of:

Signed on behalf of

**United Steelworkers
(On Behalf of Local Union 2009)**



For Rona Inc/Dick's Lumber-Burnaby



LETTER OF UNDERSTANDING #1

Between

**Rona Inc./Dick's Lumber (Burnaby)
&
United Steel Workers, Local 2009**

Re: Yard Runners – Rona Inc./Dick's Lumber- Burnaby Branch

This Letter of Understanding is entered into this **12th** day of **February**, 2021 by and between Rona Inc./Dick's Lumber (the "**Company**") and United Steel Workers, Local 2009 (the "**Union**").

It is the intention of the Company and the Union that those employees employed at Rona Inc./Dick's Lumber (Burnaby Branch) as Yard Runners ("**Runners**") shall continue to be part of the bargaining unit at the Burnaby Branch and be covered under all of the terms and conditions of the current Collective Agreement between the Union and Rona Inc./Dick's Lumber (Burnaby Branch) (the "**Burnaby Branch Collective Agreement**") for the period of June 15, 2020 to **June 14, 2025**, except for the terms and conditions as specifically provided for in this Letter of Understanding #1.

Wages:

For the Runners at the Burnaby Branch, Article 7 – Wages (including, for greater certainty, the definition of probationary/training period) in the Burnaby Branch Collective Agreement will not apply. Instead, Article 7 – Wages (including, for greater certainty, the definition of probationary period) in the Collective Agreement between the Union and Rona Inc./Dick's Lumber (Surrey Branch) with a term of June 17, 2017 to June 16, 2022 (the "**Surrey Branch Collective Agreement**") and **Letter of Understanding #2 (in the Burnaby Branch Collective Agreement)** will apply.

As set out in **Letter of Understanding #2 (in the Burnaby Branch Collective Agreement)** and Article 7, Section 1: Wages of the Surrey Branch Collective Agreement, the Ramp Up period for a Runner employee at the Burnaby Branch will be fifteen (15) months from the date of hire at which point the Runner would move to the full rate as a Runner II

Benefits:

Runners at the Burnaby Branch are not eligible for the IWA Pension Plan, IWA Ltd Plan and the Burnaby Health and Welfare Plan. They are eligible for the RRSP Plan, Surrey LTD Plan, and the Surrey Health and Welfare Plan.

Accordingly, for the Runners at the Burnaby Branch, Article 7 – Section 4: Pension Plan and Article 11 – Health and Welfare (including Section 7: Long Term Disability Coverage) in the Burnaby Branch Collective Agreement will not apply. Instead, Article 7– Section 4: Registered Retirement Savings Plan (RRSP) and Article 11 – Health and Welfare (including Section 4: Long Term Disability Coverage) in the Surrey Branch Collective Agreement will apply.

New hires will be eligible to participate in the RRSP plan after the completion of fifteen (15) months from the date of hire of continuous full-time service, as per Article 7 – Section 4: Registered Retirement Savings Plan (RRSP) of the Surrey Branch Collective Agreement.

Should a Runner move into a Forklift Operator position at the Burnaby Branch, they will be covered under all applicable provisions of the Burnaby Branch Collective Agreement, including mandatory participation in the IWA Pension Plan upon successful completion of the three-month probationary/training period set out in the Burnaby Branch Collective Agreement. Participation in the IWA Pension Plan is mandatory for all Forklift Operators and Transfer Drivers under the terms of the Burnaby Branch Collective Agreement. Should there be a reduction of forces and a Forklift Operator elects to move into a Runner position at the Burnaby Branch then **the following shall occur;**

- (a) Benefits under Article 11 – Health & Welfare of the Burnaby Branch Collective Agreement will remain unchanged to a maximum of 13 Weeks.

If the reduction is greater than 13 Weeks or permanent, the Runner's benefits will be governed by Article 12 – Health and Welfare of the Surrey Branch Collective Agreement.

Pension Plan and Article 7 – Section 4: Pension Plan of the Burnaby Branch Collective Agreement. Contributions will cease during the next pay cycle and will be replaced by RRSP Article 7 – Section 4: Registered Retirement Savings Plan (RRSP) of the Surrey Branch Collective Agreement.

- (b) If the reduction is permanent, the Runner's benefits will be governed by Article 7 – Section 4: Registered Retirement Savings Plan (RRSP) and Article 12 – Health and Welfare of the Surrey Branch Collective Agreement.

Definition of Employee:

Runners at the Burnaby Branch may be part time and the definition of "Part Time Employee" set out in the Surrey Branch Collective Agreement will apply.

Vacation:

For the Runners at the Burnaby Branch, Article 10 – Vacations With Pay under the Burnaby Branch Collective Agreement will not apply. Instead, Article 10 – Vacations With Pay under the Surrey Branch Collective Agreement will apply.

The Union and the Company agree that, notwithstanding the incorporation by reference of select provisions of the Surrey Branch Collective Agreement to apply to the Runners of the Burnaby Branch as specifically set out in this Letter of Understanding #1, the Runners at the Burnaby Branch are and will remain within the bargaining unit at the Burnaby Branch and are for all purposes (including without limitation for the purposes of Part 5 of the Labour Relations Code) employees of the Burnaby Branch.

Signed this 31st day March of 2021 on behalf of:

Signed on behalf of

**United Steelworkers
(On Behalf of Local Union 2009)**



For Rona Inc/Dick's Lumber-Burnaby



LETTER OF UNDERSTANDING #2

Between

**Rona Inc./Dick's Lumber (Burnaby)
&
United Steel Workers, Local 2009**

Re: Yard Runners Wages– Rona Inc./Dick's Lumber- Burnaby Branch

WAGE GRID A - Existing Employees at June 17th, 2017

Runner	June 15, 2020	June 15, 2021	June 15, 2022	June 15 2023	June 15 2024
	3.25%	3.25%	2.0%	2.0%	2.0%
Starting Rate	\$ 19.847	\$ 20.492	\$20.902	\$21.320	\$21.746
3 Month Rate	\$ 20.530	\$ 21.198	\$21.622	\$22.054	\$22.495
15 Month Job Rate	\$ 23.189	\$ 23.943	\$24.422	\$24.910	\$25.408

***Forklift Trainee Rate shall be Runner Job Rate with a \$.50 premium**

WAGE GRID B - Hires Post June 17th 2017

Runner	June 15, 2020	June 15, 2021	June 15, 2022	June 15 2023	June 15 2023
			2.0%	2.0%	2.0%
Starting Rate	\$ 17.75	\$18.00	\$18.360	\$18.727	\$19.102
3 Month Rate	\$ 18.75	\$19.00	\$19.380	\$19.768	\$20.163
15 Month Job Rate	\$ 21.00	\$21.50	\$21.930	\$22.369	\$22.816

***Forklift Trainee Rate shall be Runner Job Rate with a \$.50 premium**

Year 1- June 15, 2020 to June 14, 2021

- Upon ratification all Burnaby Runners will receive a lump sum, based on their earned hours, of the agreed to percent (2.0%) for the Burnaby forklift and Transfer Drivers dating back to June 15, 2020.

Year 2- June 15, 2021 to June 14, 2022

- A lump sum payment of five-hundred dollars (\$500.00) shall be paid, on the pay period following June 15, 2021, to all full-time Runners provided they have completed their probation period of 480 hours prior to June 15.
- A pro-rated lump sum payment shall be paid, based on five-hundred dollars (\$500.00), on the pay period following June 15, 2021, to all part-time Runners provided they have completed their probation period of 360 hours prior to June 15.

Year 3- June 15, 2022 to June 14, 2023

- A lump sum payment of seven-hundred fifty dollars (\$750.00) shall be paid, on the pay period following June 15, 2022, for all full-time Runners provided they have completed their probation period of 480 hour prior to June 15.
- A pro-rated lump sum payment shall be paid, based on seven-hundred fifty dollars (\$750.00), on the pay period following June 15, 2022, to all part-time Runners provided they have completed their probation period of 360 hours prior to June 15.

Year 4- June 15, 2023 to June 14, 2024

- A lump sum payment of seven-hundred fifty dollars (\$750.00) shall be paid, on the pay period following June 15, 2023, for all full-time Runners provided they have completed their probation period of 480 hours prior to June 15.
- A pro-rated lump sum payment shall be paid, based on seven-hundred fifty dollars (\$750.00), on the pay period following June 15, 2023, to all part-time Runners provided they have completed their probation period of 360 hours prior to June 15.

Year 5- June 15, 2024 to June 14, 2025

- A lump sum payment of seven-hundred fifty dollars (\$750.00) shall be paid, on the pay period following June 15, 2024, for all full-time Runners provided they have completed their probation period of 480 hours prior to June 15.
- A pro-rated lump sum payment shall be paid, based on seven-hundred fifty dollars (\$750.00), on the pay period following June 15, 2024, to all part-time Runners provided they have completed their probation period of 360 hours prior to June 15.

Signed this 31st day March of 2021 on behalf of:

Signed on behalf of

United Steelworkers
(On Behalf of Local Union 2009)







For Rona Inc/Dick's Lumber-Burnaby





