

COLLECTIVE AGREEMENT

BETWEEN

DICK'S LUMBER (DIV. OF RONA INC.) – SURREY BRANCH

AND

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

ON BEHALF OF LOCAL 2009

JUNE 17, 2022 TO JUNE 16, 2027

Errors and Omissions Excepted

/vbh  COPE
LOCAL 2009

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MASTER AGREEMENT

THIS AGREEMENT entered into this 17th day of June, A.D. 2022.

**BETWEEN: DICK'S LUMBER & BUILDING SUPPLIES (SURREY BRANCH)
 (A RONA INC. COMPANY)**

(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

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

ON BEHALF OF LOCAL NO. 2009

(Hereinafter known as the "UNION")

OF THE SECOND PART.

(COLLECTIVELY REFERRED TO AS "THE PARTIES")

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.

DEFINITION OF EMPLOYEES

Probationary Employee

"Probationary Employee" shall mean a new employee; either Part Time or Full Time. The probationary period for Full Time employees is Four Hundred and Eighty (480) hours worked from the date of hire; as specified in Article XIII, Section 5. The probationary period for Part Time employees is Three Hundred and Sixty (360) hours worked from the date of hire; as specified in Section 5.

Full Time Employee

"Full time Employee" shall mean an employee who has successfully completed the probationary period and who is employed on a regular basis who maintains 32 hours or more, per week, year round.

Part Time Employee

"Part Time Employee" shall mean an employee who has successfully completed the probationary period and who is employed on a regular basis who maintains 31 hours or less, per week.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 12433 – 80th Avenue, Surrey, British Columbia except confidential employees, office employees and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article XVIII, 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 XIX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

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

Section 4: Access to Operation

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

Section 5: No Discrimination

The Company and the Union subscribe to the principles of the Human Rights Code of British Columbia. The Union and 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.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

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

Section 2: Hiring and Discipline

The Company shall 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 employees file for Two Thousand and Eighty (2080) hours worked 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.

Section 4: 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 that 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 preform bargaining unit work for training and instructional purposes.

ARTICLE III - UNION SECURITY

Section 1: Co-operation

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

Section 2: Union Shop

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

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-members

Any employee who fails to maintain **their** 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 **their** membership.

Section 5: 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 6: Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

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

Name of Employer: _____

Starting Date: _____ Division: _____

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

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 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 7: Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

Section 8: Employer Deductions from Wages - Employee Benefit Plans

The Parties agree that the Company shall deduct from an employee's wage and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in Article XII.

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

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

Section 2: Composition

The Shop Committee shall consist of not more than three (3) 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 XV - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours 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 the rate of 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.

- (g) Where an employee reports for a shift and no work is available, such employee shall be paid a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid. 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 2: 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 3: 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 15 minute rest periods

Over 5 up to and including a 7 hour Shift:

- 1 - 30 minute unpaid meal break
- 1 paid 15 minute rest period

Up to and including a 5 hour Shift:

- 1 paid 15 minute rest period

There will be one (1) fifteen-minute (15) rest period prior to the start of overtime for those employees asked to work more than one (1) hour overtime.

Section 4: 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 nine (9) 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 fifty cents (\$0.50) 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 5: 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) 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.
- (d) 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.
- (e) Overtime must be used or paid out at the rate it was earned.

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Joint Committee

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

Section 2: Advance Notification

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

Section 3: Retraining

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

Section 4: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of **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** exercise 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 XIII - Seniority brought on by mechanization, technological change or automation **they** 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.

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 severance pay for each completed year of service up to a maximum of fourteen (14) 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 VII – WAGES

Section 1: Wages

WAGE GRID						
Runner		Year 1	Year 2	Year 3	Year 4	Year 5
		4%	3.35%	3%	3%	3%
		06/17/22	06/17/23	06/17/24	06/17/25	06/17/26
Starting Rate	\$18.00	\$18.72	\$19.347	\$19.927	\$20.525	\$21.141
3 Month Rate	\$19.00	\$19.76	\$20.422	\$21.035	\$21.666	\$22.316
12 Month Job Rate	\$21.50	\$22.36	\$23.109	\$23.802	\$24.516	\$25.252
Forklift Trainee		Year 1	Year 2	Year 3	Year 4	Year 5
		06/17/22	06/17/23	06/17/24	06/17/25	06/17/26
	\$22.00	\$22.86	\$23.609	\$24.302	\$25.016	\$25.752
Forklift Trainee Rate shall be Runner Job Rate with a \$0.50 premium.						
Forklift Operator		Year 1	Year 2	Year 3	Year 4	Year 5
		06/17/22	06/17/23	06/17/24	06/17/25	06/17/26
		4%	3.35%	3%	3%	3%
Start Rate	\$27.539	\$28.641	\$29.600	\$30.488	\$31.403	\$32.345
12 Month Rate	\$30.981	\$32.220	\$33.299	\$34.298	\$35.327	\$36.387
24 Month Job Rate	\$34.423	\$35.800	\$36.999	\$38.109	\$39.252	\$40.430
Forklift Operator Premiums		Year 1	Year 2	Year 3	Year 4	Year 5
Chainsaw Operator		\$.65	\$.65	\$.65	\$.65	\$.65
Warehouse Lead Hand		\$.75	\$.75	\$.75	\$.75	\$.75
Yard Lead Hand		\$.85	\$.85	\$.85	\$.85	\$.85
First Aid		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

The Ramp Up period for an employee will be **twelve (12)** months at which point the employee would go to full rate as a Runner II.

The probationary period for full time employees is four hundred and eighty (480) hours worked from the date of hire; as specified in Article XIII, Section 4. The probationary period for part time employees is three hundred and sixty (360) hours worked from the date of hire.

Section 2: Chainsaw Premium

The Employer shall pay a chainsaw premium of \$.65 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 3: 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 4: 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:

Occupational Rate + Premium: Level 2 – Seventy -five cents per hour (75¢/hr.)

Section 5: Registered Retirement Savings Plan (RRSP)

The Company will contribute to an RRSP for each Full-time employee the following amounts. Employees may contribute additional amounts monthly or annually. The RRSP will be based on the following insurable hours:

- All Hours Worked (Regular and Overtime)
- Vacation Hours
- Bereavement Hours
- Statutory Holiday Hours
- Jury Duty Hours

New hires will be eligible to participate in the RRSP plan after the completion of **twelve (12)** months of continuous Full-time service.

Years Completed	Contribution Amount for All Positions
12 months - 3 years	\$1.12 per hour
4 years – 5 years	\$1.62 per hour
6 years	\$2.32 per hour
7 plus years	\$3.00 per hour

Section 6: Severance Pay for Store 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.**
- (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

(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 VIII - PAY DAYS

- (a) Each pay period cycle commences on a Sunday and ends fourteen (14) days later on a Saturday.**
- (b) The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and per pay deductions.**

ARTICLE IX - 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. Canada Day
 5. Victoria 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, Family 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 Holiday/s be put in place in British Columbia during the term of this agreement, the Company will add it to the list of recognized paid Statutory Holidays.**

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
- (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked **their** last scheduled work day before, and **their** 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.

- (c) Employees while on leave of absence under Article XIV, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

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

Section 4: Saturday Holidays

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

Section 5: Weekly Work Schedule

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

Section 7: 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 8: Probationary Employees

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

Section 9: 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 10: 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) If a personal floating holiday is not taken by June 15th of each year. The employee that did not take the said holiday will be paid out for the holiday at their straight time rate of pay. This pay for the floater will be paid out upon request to the Company after the above date.

ARTICLE X - VACATIONS WITH PAY

Section 1: Entitlement

The annual vacation for employees with:

One Year's Service

One (1) but less than four (4) years' service shall be two (2) weeks, and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee during the period of entitlement.

Four Years' Service

Four (4) but less than seven (7) years' service shall be three (3) weeks, and the pay therefore shall be based upon six and one-half percent (6.5%) of the total wages or salary earned by the employee during the period of entitlement.

Seven Years' Service

Seven (7) or more years' service shall be four (4) weeks, and the pay therefore shall be based upon eight and one-half percent (8.5%) of the total wages or salary earned by the employee during the period of entitlement.

Fifteen Years' Service

Fifteen (15) or more years' service shall be five (5) weeks, and the pay therefore shall be based upon ten and one-half percent (10.5%) of the total wages or salary earned by the employee during the period of entitlement.

Twenty Years' Service

Twenty (20) or more years' service shall be six (6) weeks, and the pay therefore shall be based upon twelve and one-half percent (12.5%) of the total wages or salary earned by the employee during the period of entitlement.

Section 2: Payment and Usage

All full-time employees are entitled to vacation benefits through the accrual method. Part-time employees shall receive vacation pay on each pay cheque. The employee's original hire date will be used for accumulation and entitlement purposes.

Once a full time employee has completed their probationary period, they will be entitled to take any accrued vacation time. In the event the employee wishes to take additional unpaid time off, approval must be obtained in advance by management. Vacation is accrued according to the schedule in Section 1 of this Article. Employees must utilize all paid vacation time prior to requesting unpaid time off.

- (a) **From January 1st to February 28th, the Employer will take holiday requests and allocate requests based on site seniority. The Employer shall advise Employees whether or not their vacation has been approved, no later than March 7th.**
- (b) **After the February 28th deadline, every other vacation request be based on a first come, first served basis.**

Section 3: Carrying Unused Vacation to the Following Year

- (a) **A full-time employee will be entitled to carry-over two (2) weeks entitlement to the following year. The employee must obtain written authorization to carry forward unused vacation time from their manager.**
- (b) **If a full-time employee wishes to be paid out any unused vacation time, in excess of the minimum vacation entitlement as prescribed by the Employment Standards Act of two (2) weeks entitlement of vacation up to five (5) years of service and three (3) weeks of entitlement over five (5) years of service, they must request for it, in writing, no later than January 15th. The Employer will pay out monies owed on the last pay period of January.**

Section 4: Transferring from Part-Time to Full-Time Employment Status

When an employee transfers from part-time to full-time status, they will move from the vacation method of being paid out on each pay cheque to the vacation accrual method. The employee's vacation entitlement will be based on the employee's years of service, whether part or full time, per the above entitlement schedule in Section 1 of this Article.

Section 5: Upon Termination of Employment

Pay in lieu of vacation will only be granted upon termination of an employee. The employee shall be entitled to vacation pay in accordance with the entitlement schedule in Section 1 of this Article.

ARTICLE XI - CALL TIME

Section 1: Where No Work

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

Section 2: Where Work Commences

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

ARTICLE XII - 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.

Part -Time employees are not eligible to participate in the Employee Group Insurance Plan.

Section 3: 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 4 of the Article.

Section 4: Long Term Disability Coverage

- Mandatory participation will commence once the Employee completes their probationary period.
- The cost of the LTD premium will be the responsibility of the following:

Years of Full Time Service	Premium Responsibility
3 months to 5 years	Employee Paid
6 years plus	Employer Paid

- The premium cost is determined and calculated by the benefit carrier.

Section 5: Vision Care

The Employer will cover the cost of contact lenses or eyeglasses to a maximum of \$400.00 per person covered under the group insurance plan in any twenty-four (24) month period.

Contact lenses or eyeglasses must be prescribed by an ophthalmologist or licensed optometrist and obtained from an ophthalmologist, licensed optometrist or optician.

The Employer will not pay for sunglasses, magnifying glasses, or safety glasses of any kind, unless they are prescription glasses needed for the correction of vision.

One eye exam will be covered in any twenty-four (24) month period. Reimbursement will be for a reasonable and customary amount.

Section 6: Group Life Insurance

	Forklift Operators	Runners
Group Life Insurance	\$120,000.00	\$120,000.00
A.D.&D.	\$120,000.00	\$120,000.00

Section 7: Orthodontics

\$2,500.00 (maximum lifetime)

Section 8 – Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - i. Basic dental services (Plan A) Preventative, Basic – 100%
 - ii. Prosthetics, crowns, and bridges (Plan B) Major, Ortho – 60%
 - iii. Orthodontic (Plan C) – Employer contribution: \$2500 (maximum lifetime) – Deductible – none.
 - iv. Full White Filling coverage: Yes – all teeth.
- (b) Bite-wing x-rays: X-rays/24 months, bite-wings/6 months.
- (c) Benefit year max: \$1500/year for preventative, basic and major

ARTICLE XIII - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by site seniority.

- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

Section 2: Reduction 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, an employee shall be recalled in order of **their** plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that **they** will not be able to keep **their** regular job **they** 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 six (6) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of **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) For the purposes of all vacancies the supervisors will ask the senior employees if they would like any available posting and have the employee initial if they decline and sign their name if they accept the posting.

- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XIII, Section 1.

Section 5: Probationary Period

- (a) The probationary period for Full Time employees is four hundred and eighty (480) hours worked from their date of hire as specified in Definition of Employee. The probationary period for Part Time employees is three hundred and sixty (360) hours worked from the date of hire. Upon completion of this probation period, 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.
- (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) 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 XII Health and Welfare. Part –Time employees are not eligible to participate in the Employee Group Insurance Plan.

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 the 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) Former employees of the 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.
 - (iv) **Company seniority (original start date) shall apply for vacation purposes only.**

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 the seniority/posting list will be supplied to the Union by the Company twice during each calendar year, setting out the name, starting date, posting, shift and seniority date for each regular employee.

The Company will advise the Union once each month of changes to the said list.

Section 9: Reinstatement

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

The training period for all jobs will be three (3) months. Employees will retain their current job rate for the training period except where the new position has a lower rate. 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 Surrey. Forklift trainees are to be awarded based on seniority.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1: Injury or Illness

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

Company's expense to seek a second medical opinion on the injury or illness of the employee. A member of the committee will be informed if the Company exercises the privilege.

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: Written Permission

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

Section 4: Personal Leave

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

- (a) **That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.**
- (b) **That the employee shall disclose the grounds for application.**
- (c) **That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.**
- (e) **Any employee requesting a leave of absence under this sub-section must obtain permission in writing from the Company for such leave.**

- (f) **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.**

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, parents, parent-in-law, child-in-law, brother-in-law, sister-in-law, step-parent, step-grandparents, guardian, siblings, 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 scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.**
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.**

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.

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 reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (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 – Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid 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 or health of any other member of the employee's immediate family.

Section 11 – 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 XV – 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 supervisor or employer.
- (c) A supervisor or employer receiving a report made under (Article XV, Section 1) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in their opinion the report is not valid, must so inform the employee who made the report.
- (e) If the procedure under (Article XV, Section 3) 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 the employee who made the report and in the presence of
 - (i) an employee member of the joint committee, or
 - (ii) another employee who is selected by the Union.
- (f) If the investigation under (Article XV, Section 2) 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.
- (g) During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reasons for the refusal.

Joint Health and Safety Committee

Section 1: Responsibility

- (a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
- (b) A Joint Occupational Health & Safety Committee for the workplace shall be established in accordance with the following:
 - I) It must have at least four (4) members;
 - II) at least half the members must be worker representatives;

- iii) **The Union shall select two (2) employees as representatives to the Joint Health & Safety Committee:**
- iv) **There shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.**
- (c) **The Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.**
- (d) **The Company will pay straight time rates, to employee members for the actual time spent in attending OHSC meetings outside working hours.**
- (e) **Where OHSC meetings are held during working hours, with the consent of the Company, the employees time will not be deducted for attending such meetings, inspections or incident investigations.**

Section 2: Investigations

- (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.**

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

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

Leadership Training
Economic Issues
Benefits Training
Health and Safety
Union History

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

ARTICLE XVII - HUMANITY FUND

1. 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.
2. Prior to the 15th day of the month following said deduction, 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 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.
3. 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.
4. 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 XVIII - 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) **Work Wear 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 CSA approved work wear. The employee 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 Work Wear Allowance in a contract year, the employee may rollover the full maximum allowance to the following contract year and combine the Work Wear Allowance for two (2) contract years to a total of six hundred dollars (\$600.00) maximum.

ARTICLE IXX - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the personnel officer or 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 XIX.

Section 2: Time Limit

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

ARTICLE XX - ARBITRATION

Section 1: Interpretation

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

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

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as interpreter for the dispute then pending.

Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVIII, 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;
 - (iii) 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 failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
 - (e) The arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.
 - (f) The Parties shall appoint a panel of eight (8) arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) arbitrators before September 1, 1984, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
 - (g) The single arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of their selection the dispute shall be reassigned to the next arbitrator in the rotation.

Section 3: Cost Sharing

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

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the Parties.

ARTICLE XX1 - STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE XXII - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 17th, day of June, 2022, to midnight the 16th, day of June, 2027, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 16th, day of June, 2027. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from the Master Agreement.


Signed this 16th day of January 2022.


FOR THE EMPLOYER:

FOR THE UNION:

**DICK'S LUMBER AND BUILDING SUPPLIES
SURREY BRANCH (A RONA INC. COMPANY)**

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009**





Letter of Understanding Regarding Forklift Training
BETWEEN
DICK'S LUMBER/RONA INC SURREY BRANCH (the "Company")
And
UNITED STEEL WORKERS (the "Union), LOCAL 2009

Whereas the Company and the Union mutually agree to the established terms and conditions of training of Forklift Trainees as follows:

1. The Company will utilize, where practicable, a member of the bargaining unit to train Forklift Trainees on the safe and efficient operation of a forklift so long as the bargaining unit member:

2.
 - a. Holds a valid Forklift certification.
 - b. Has no at fault safety related incidents on file dated within eighteen (18) months of the training.
 - c. Has no at fault safety related discipline on file dated within eighteen (18) months of the training.

3. The Company reserves the right to assign the forklift trainer from the following list of qualified Forklift Operators. The training will be shared equally by the following list of employees through rotation and on shift availability.

Trevor Bernath
Jesse Dhaliwal

Dave Costa
Milan Mihajilovic

Mike Janzen Rahim Ahmad
Geoff Friesen

4. The Forklift Operator Trainer will be paid a premium of \$0.50 per hour on top of base hourly wage for all hours worked as a Forklift Operator Trainer.

This Letter of Understanding will be effective upon ratification of the Collective Agreement.

This Letter of Understanding will remain in effect for the term of the **2022-2027** Collective Agreement or, or until thirty (30) days written notice of termination is given by either the Company or the Union.

All Terms and Conditions of the **2022-2027** Collective Agreement will remain in effect.

Signed this 16th day of January 2022.

FOR THE EMPLOYER:

FOR THE UNION:

**DICK'S LUMBER AND BUILDING SUPPLIES
SURREY BRANCH (A RONA INC. COMPANY)**

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009**