

**COLLECTIVE AGREEMENT**

**BETWEEN**

**RONA INC./DICK'S LUMBER - NORTH VANCOUVER BRANCH**

**AND**

**UNITED STEELWORKERS,  
LOCAL 2009**

**JANUARY 1<sup>ST</sup>, 2019 TO DECEMBER 31<sup>ST</sup> 2023**

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## **MASTER AGREEMENT**

THIS AGREEMENT entered into this 1st day of January, A.D. 2014

Between: **RONA INC./DICK'S LUMBER (NORTH VANCOUVER) LTD.**

(Hereinafter known as the "COMPANY")

OF THE FIRST PART

And: **UNITED STEELWORKERS LOCAL (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, the protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

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

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

## ARTICLE 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 160 Hanes Avenue, North Vancouver, BC, 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 the 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 discussion of 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: 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 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: 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.**

## **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: Definition of Employees**

#### **a) 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 13, 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.**

#### **b) 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 thirty-two (32) hours or more, per week, year-round.**

#### **c) 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 thirty-one (31) hours or less, per week.**

**The parties agree that it is not the intent of the Employer to hire Part Time employees to avoid hiring Full Time 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 **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.

## **ARTICLE 3 – UNION SECURITY**

### **Section 1: Cooperation**

The Company will cooperate 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 his application for membership or reinstatement, except as may be provided for in the USW Canada Constitution, and in accordance with the By-Laws of the Local Union.
- b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subjected 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.

USW CANADA

CHECK - OFF

	_____
	Starting Date
_____	_____
Name of Employer	Name of Employee
	_____
	_____
	Address
	_____
	Postal Code
	_____
	Phone (Please Print)
	_____
	Social Insurance Number
	_____
	Operation
	_____
Are you a member of USW Canada?	_____
In what I.W.A operation were you last employed?	_____
	_____
Local Union	_____

**I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL \_\_\_\_\_ THE FOLLOWING IN PAYMENT OF THE AMOUNT SET OUT BELOW:**

1. Union Initiation Fees in the amount of \$ \_\_\_\_\_
2. Union Back Dues in the amount of \$ \_\_\_\_\_
3. Union Dues \$ \_\_\_\_\_ per month, commencing \_\_\_\_\_, 20\_\_\_\_
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

Clock No. \_\_\_\_\_

## APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the USW Canada, Local No. \_\_\_\_\_, 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.

### **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 XII.

### **Section 10: Bulletin Boards**

**The Company shall provide a bulletin board in the lunchroom 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 jobs 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 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:

- a) Article 15 – 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 and Overtime**

- a) The regular hours of work in the operation shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and one-half for Sunday regardless of the number of hours worked during the week, except as provided in (b) below.
- b) Double straight-time rates shall be paid for the following:
  - i. Hours worked in excess of eleven (11) hours per day;
  - ii. Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
  - iii. For purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - iv. Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.

- c) 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 event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company the rate of pay will be rate and one-half. However, if the employee requests a temporary change from his rest day on Monday, work performed on Monday will be paid for at straight-time.
- d) The Company will endeavor to provide consecutive days off for all employees with regards to their work schedules. In doing so the Company will maintain the principle of senior may junior when offering days off.
- e) If a Statutory Holiday occurs during the work week, an employee who regularly works Monday to Friday shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1(b) above.

## **Section 2: Minimum Daily Hours**

- a) **Where an employee reports for a shift and no work is available, such employees 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.**
- d) **Responsibility to Report – Wherever possible the employee has to notify the Employer, at least sixty (60) minutes 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**

All employees shall be entitled to two (2) fifteen-minute **paid** rest periods **and one (1) thirty (30) minute unpaid meal break** during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

## **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 six (6) p.m. in the evening.

- i. In doing so they must maintain, for a full-time employee, either an eight (8) or ten (10) hour day, with the required scheduled rest periods and meal breaks.
- ii. 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.
- iii. The Company will also agree to pay a shift differential of fifty cents (\$0.50) per hour for any regularly scheduled shift that starts or stops outside of the hours in (a) above if an alternate regularly scheduled 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) **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 the next pay period.**
- 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 upon 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 the provincial and federal representatives concerned with retraining of manpower.

### **Section 2: Advanced 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 of or laying off of employees.

### **Section 3: Retraining**

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

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

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

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

**Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to five (5) days per year of service up to a maximum of nine (9) weeks.** This section shall not apply to employees covered by Section 4 (b) above.

### **Section 6: Option**

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

at the time of layoff, or

- a) at the point seniority retention expires.

**ARTICLE 7 – WAGES**

**1: Wages**

<b>Runner Wage Grid</b>	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
<b>Percentage Increase</b>	2.75%	2.75%	2.75%	2.75%	2.75%
<b>Start Rate</b>	\$16.06	\$16.50	\$16.95	\$17.42	\$17.90
<b>3 Month Rate</b>	\$16.95	\$17.42	\$17.90	\$18.39	\$18.90
<b>6 Month Rate</b>	\$18.69	\$19.20	\$19.73	\$20.27	\$20.83
<b>12 Month Rate (full rate)</b>	\$21.33	\$21.92	\$22.52	\$23.14	\$23.78

The Ramp up period for an employee will be twelve (12) months at which point the employee will go to full rate.

The forklift training rate shall be \$0.50 greater than the 12 Month Full Rate.

<b>Forklift Wage Grid</b>	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
	2.75%	2.75%	2.75%	2.75%	2.75%
<b>Full Rate</b>	\$25.44	\$26.14	\$26.86	\$27.60	\$28.36

The Probationary/Training Period will be sixty (60) working days. The Probationary/Training will apply after the employee has performed the duties of a forklift operator for twenty (20) working days.

**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 certification as required by the Workers’ Compensation Board, the following premiums will be paid to designated duty First Aid Attendants:

- a) Occupational Rate + Premium  
Level 2 – Seventy Five (\$0.75) cents per hour worked as a designated duty First Aid Attendant.

**Section 4: 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

January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
\$1.50 per hour	\$1.55 per hour	\$1.60 per hour	\$1.65 per hour	\$1.70 per hour

New Hires will be eligible to participate in the RRSP plan after the completion of eighteen (18) months of continuous Full-Time service.

**Section 5: Severance for Store Closures**

Entitlement to Severance Pay for an Employee will be as follows:

- a) Full-Time Employees: eight (8) days per year of service, to a maximum of fifteen (15) years.
- b) The hourly wage on which severance pay is calculated shall be based on the Employee’s wage at the effective date of termination.

**ARTICLE 8 – 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 9 – STATUTORY HOLIDAYS & 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 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.

**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: Entitlement**

- a) All employees who work on New Year's Day, **Family Day**, the designated Easter Holiday, Victoria Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rat and one-half for all hours worked except as provided for in Article 5 – Hours of Work, Section 1 (b).

### **Section 3: Qualifying Conditions**

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

- iii. Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate, **the cost of which shall be reimbursed by the employer.**
- c) **Employees while on leave of absence under Article 14 – Section 7 (a) thereof shall not qualify for paid Statutory Holidays.**
- d) **Any employee while members of a Negotiating Committee under Section 8 (b) will qualify for paid Statutory Holidays.**

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

In the event that one of the within-named Statutory Holidays falls on Saturday or Sunday, it shall be observed 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: Holiday Shift**

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

#### **Section 6: Probationary Employees**

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

#### **Section 7: 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 8: 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 (7) days in advance, for his 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 his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v. Personal Floating Holiday not taken or scheduled by October 31<sup>st</sup> 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 December 31<sup>st</sup> 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 10 – 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 percent (6%) 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 percent (8%) 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 percent (10%) of the total wages or salary earned by the employee during the period of entitlement.

#### **Twenty-five Years' Service**

Twenty-five (25) or more years' service shall be six (6) weeks, and the pay therefore shall be based upon twelve percent (12%) of the total wages or salary earned by the employee during the period of entitlement.

### **Section 2: Payment and Usage**

The above vacation percentages will be paid on total earnings from the Company for the year prior to the anniversary date of the employee.

**All full-time employees are entitled to vacation benefits through the accrual method. 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.**

### **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, they must request for it, in writing, no later than January 15<sup>th</sup>. The Employer will pay out monies owed on the last pay period of January.**

### **Section 4: Vacation Pay**

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

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

### **Section 5: Employment Standards Act**

Part 4 – Annual Vacation of the Employment Standards Act, S.B.C., 1980, c.10, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

### **Section 6: 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 7: Vacations for employees shall be applied the following way:**

- a) **The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup> in a calendar year.**
- b) **Vacation requests for the following calendar year received by November 15<sup>th</sup> in the preceding year will be allocated on the basis of seniority as per subsection c) below.**
- c) **Vacation on the basis of seniority will be granted on a two (2) request block rotational basis. A request block is the period of one (1) day up to five (5) days.**
- d) **Vacation requests received after the November 15<sup>th</sup> deadline will be granted on a first come, first served basis for the following calendar year.**

**Section 8: While on Vacations**

- a) Employees wishing to be paid for their vacation time while on vacation must request in writing an advance from the Company at least one week prior to leaving for their vacation.

**ARTICLE 11 – HEALTH & 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) Short term disability – coverage is 66.67% of your weekly basic earnings to a maximum amount of \$500 and a maximum duration of 26 weeks.
- b) Accidental death & dismemberment – You are covered for a principal sum equal to:

Runner	\$50,000.00
Forklift Operator	\$75,000.00
- c) Basic Life – 1 time your annual basic earnings rounded to the next higher \$1000 to a maximum of \$50,000.
- d) Optional Life – as elected by the employee, units of \$10,000.

- e) Optional Life for children and/or spouse
  - a. Spouse – as elected by the employee, units of \$10,000.
  - b. Children – as elected by the employee, units of \$5000.

#### **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) Prescription drugs – 100%
- b) In-province
  - a. Hospital - 100% of the difference between the cost of a ward and a semi-private hospital room.
  - b. Convalescent hospital – 100% up to a maximum of 180 days for all periods of treatment of an illness due to the same or related causes.
- c) Out of province expenses
  - a. Emergency services – 100%
  - b. Referred services – 80%
  - c. Expenses incurred for emergency services or for referred services are subject to a combined lifetime maximum of \$1,000,000 per person.
- d) Medical services and equipment – 100%
  - a. Private duty nurse maximum, up to a maximum of \$10,000 per person per benefit year and a lifetime maximum of \$25,000 per person.
- e) Paramedical Services – 100% up to a maximum of \$500 per person per benefit year per specialty.
- f) Maximum Benefit – Unlimited.
- g) Termination – When the employee retires or reaches age 70, whichever is earlier.
- h) Massage Therapy - \$300 annual limit
- i) Eye Care – **Four Hundred dollars (\$400.00)** every twenty-four (24) months
- j) Eye Exams – one exam every twenty-four (24) months
- k) The Company shall provide a “Drug Card”.

## **Section 5: Dental Care**

- a) Preventive dental procedures – 100%
- b) Basic dental procedures – 100%
- c) Major dental procedures – 50%
- d) Orthodontic procedures – 50%
- e) Fee guide – The current fee guide for general practitioners approved by the Dental Association in the province where the treatment is received.
- f) Benefit year maximum – Preventive, basic and Major dental procedures to a combined maximum of \$1500 per person.
- g) Lifetime maximum – Orthodontic procedures:  
\$2500.00
- h) Late applicant maximum - \$250 per person during the first 12 months for all expenses.
- i) Termination – When the employee retires or reaches age 70, whichever is earlier.

## **ARTICLE 12 – SENIORITY**

### **Section 1: Principle**

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

### **Section 2: Reduction 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 immediate 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 his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.

- c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
  - i. If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - ii. The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- d) Details of the application in 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 layoffs shall be retained on the following basis:

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

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

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

### **Section 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 does 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) 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 **Full Time employees is Four Hundred and Eighty (480) hours worked from the date of**

**hire. The probationary period for Part Time employees is Three Hundred and Sixty (360) hours worked from the date of hire; 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 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) (i) It is agreed that probationary employees will have preference over summer 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 contacted or where the employee has already worked one shift in the 24-hour period.

#### **Section 6: Hiring Preference**

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

- a) Former employees of the operation who have lost their seniority retention as a result of the layoff in the operation;
- b) 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.
- c) 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 any 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 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 his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:

- i. If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or
- ii. If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
- iii. If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid-off and subject to all the provisions of the Master 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: 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 Rona Inc./Dick's Lumber North Vancouver. 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 his 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 his previous position, the employee may apply for future probationary training positions after a six (6) calendar month waiting period.

## 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 his 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 14, 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 XIV 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 his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of 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 his 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

#### Section 1: Joint Health & Safety Committee

- a) **Composition:**
  - i. **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.
  - ii. 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.
  - iii. Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.
- b) **Duties**
  - i. The general duties of the **Joint Health and Safety Committee** shall be as directed by the regulations made pursuant to the Workers' Compensation Act.
  - ii. **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.**

**c) Pay for Meetings**

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

**d) Meeting During Work**

- i. 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 meeting or investigations into accidents.

**Section 2: Refusal of Unsafe Work**

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

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

- e) **If the investigation in (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.**

### **Section 3: 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 4: 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 5: 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 **four cents (\$0.04)** 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 2009 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 & 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 – 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 shall be required to make available at cost to those employees who want to wear them, the following articles:

1. Safety shoes
2. Rain gear
3. Coveralls

Note: The Company will supply each employee with their own rain gear. This rain gear will be made of good quality and can be replaced if damaged beyond repair from the work environment. Each case will be looked at on an individual basis.

c) The Employer will provide to each employee:

1. Tape measure
2. Snips
3. "Exacto" knife
4. Reflective Vest

d) **Work Boot Allowance:**

**The Employer will provide reimbursement to a maximum allowance of one hundred and fifty dollars (\$150.00) per contract year, per employee, for the cost of CSA approved work boots. 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 Boot Allowance in a contract year, the Employee may rollover the full maximum allowance to the following contract year and combine the Work Boot Allowance for two (2) contract years to a total of three hundred dollars (\$300.00) maximum.**

## **ARTICLE 17 – 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 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 the 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 stages, then the grievances 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 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 18 – 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 Honorable Minister of Labor 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 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;
  - 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, USW Canada, or a Company directly engaged in the forest products industry.
- c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- e) **An Arbitrator will be mutually agreed to by the parties within fifteen (15) days.**

## **Section 3: Cost Sharing**

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

## **Section 4: Place of Hearing**

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

**ARTICLE 19 – STRIKES & 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 20 – DURATION OF AGREEMENT**

- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1<sup>st</sup> day of January, **2019** to midnight the 31<sup>st</sup> day of December 31<sup>st</sup>, **2023** 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 31<sup>st</sup> day of December, **2023**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- b) The Parties hereto agree that the operation of Section 50(2) and 50(3) of the Labor Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Master Agreement.
- c) The Union agrees to present and recommend to the membership the terms of the Memorandum of Agreement.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**For the Union:**

**For the Employer:**

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

**RONA INC./DICK’S LUMBER**

***Signatures on File*** \_\_\_\_\_

***Signatures on File*** \_\_\_\_\_

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