

## MASTER AGREEMENT

**THIS AGREEMENT entered into this 15<sup>th</sup> day of June, A.D. 2003.**

Between: **DICK'S LUMBER & BUILDING SUPPLIES LTD. (SURREY)**

(Hereinafter known as the "COMPANY")

OF THE FIRST PART

And: **I.W.A. CANADA, Local 1-3567 C.L.C.**

(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 co-operate fully, individually and collectively, for the advancement of said conditions.

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

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

### **ARTICLE I - BARGAINING AGENCY**

#### **Section 1: Recognition**

- (a) The Company recognized the Union as the sole collective bargaining agency of the employees of the Company at 12433 - 80<sup>th</sup> Avenue, Surrey, B.C., 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 I, 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.

### **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 terms of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

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

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

## **ARTICLE II - EMPLOYER'S RIGHTS**

### **Section 1: Management and Direction**

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

### **Section 2: Hiring and Discipline**

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

## ARTICLE III - UNION SECURITY

### Section 1: Co-operation

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

### Section 2: Union Shop

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

### Section 3: Maintenance of Membership

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

### Section 4: Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

### Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the I.W.A. Canada Constitution, and in accordance with the By-Laws of the following Local Unions Nos. 1-71, 1-80, 1-85, 217, 1-3567, 363.
- (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.

**I.W.A. CANADA**

**C H E C K - O F F**

Starting Date \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone (please print)

\_\_\_\_\_  
Social Insurance Number

\_\_\_\_\_  
Operation

Are you a Member of I.W.A. 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 \_\_\_\_\_, 19\_\_\_\_
4. Union Assessments in the amount and at the time stated in notice receive by you from the Local Union designated above.

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

## APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the I.W.A. 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 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:

- (a) Article XV - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and

## ARTICLE V - 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 must when offering the 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: Summer Employment**

- (a) See Letter of Understanding Regarding Runners attached.
- (b) Regular laid-off employees shall not be classified as summer employees, and shall have preference for available work over the said summer employees.
- (c) The employer agrees to keep a separate seniority list of summer employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to Clause (b), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

## **Section 3: Rest Periods**

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

## **Section 4: Alternate Shifts**

- (a) The Company can operate different shifts for starting and stopping times from five (5) AM in the morning to nine (9) PM in the evening.
  - (i) In doing so they must maintain an eight (8) hour day with the required scheduled rest breaks.
  - (ii) There will be no shift differential pay outside the regular established day shift in (a) above.
  - (iii) When offering the shift they must continue with the practice of Section 1 (d) above.
  - (iv) If the Company wishes to put on a shift outside of 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.
  - (v) The Company will also agree to pay a shift differential of thirty-one cents (31) for any hours worked outside of the hours in (a) above if an alternate shift is agreed upon.

## 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 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 of laying off of employees.

### Section 3: Retraining

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

### Section 4: Rate Adjustment

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

### Section 5: Severance Pay

Employees discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay pursuant to the *Employment Standards Act*. This section shall not apply to employees covered by Section 4(b) above.

For the purpose of this contract June 15, 2003, to June 14, 2006, the employer agrees there will be no closure of this location (Surrey).

**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 & RRSP**

**Section 1: Wages**

	Current	1 <sup>st</sup> Yr.	2 <sup>nd</sup> Yr.	3 <sup>rd</sup> Yr.
F.I. Operator	\$20.00	\$21.00	\$22.00	\$22.50
Warehouse	New	\$17.00	\$17.30	\$17.65
Assist. W/H	New	\$16.50	\$16.80	\$17.15
Runners	\$14.75	\$15.00	\$15.30	\$15.65

Charge Hand: The parties agree to have a charge hand for the yard. A senior competent employee will fill this position. The employee that takes the posting will have a review every three (3) months to deal with any problems or concerns. An employee can not fill this position on the plant committee unless agreed upon by both parties. This job will have a premium of forty (\$0.40) per hour.

Note:

- Chris Flemening's rate will stay at \$22.00 for the first two years. In lieu of his rate staying the same he will receive two (2) lump sum payments in year one (1) at \$0.40 per hour worked and in year two (2) two lump sum payments at \$0.80 per hour worked. In year three (3) he will receive the regular rate of pay at \$22.50 per operator.
- Allan Bonte-Gelok (Warehouseman) will be red circled at the operators rate and will continue to get the operators rate increases. Once he moves to a full time operator's position the new warehouseman will receive the new rate above.
- Any other employees with different rates will get their increases in the above categories.

**Section 2: First Aid Attendant Training**

The Company will pay the cost of training and retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.

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

Upon attaining certificates as required by the Workers' Compensation Board, the following premiums will be paid:

- a) Occupational Rate + Premium:  
Level 2 - Fifty cents per hour (50c hr.)

### **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. Company contributions will be prorated for employees who leave their employment part way through a month.

#### Year 1

\$250.00 per month (\$3000.00 per year)

#### Year 2

\$350.00 per month (\$4200.00 per year)

#### Year 3

\$500.00 per month (\$6000.00 per year)

## **ARTICLE VIII - PAY DAYS**

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

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

### **Section 1**

- (a) All employees who work on New Year's Day, the designated Easter Holiday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b).
- (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.
- (c) An hourly rated or piece work employee in a manufacturing plant who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

## **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 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.
- (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 the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Company and the Shop Committee.

## **Section 5: Weekly Work Schedule**

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

## **Section 6: Holiday Shift**

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

## **Section 7: Probationary Employees**

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

## **Section 8: Arrangement for Change**

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

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

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

### **(a) Personal Floating Holiday**

Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of the Master Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

### **(b) Qualifying Conditions**

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be scheduled by Management.

- (vi) A Personal Floating Holiday 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 15<sup>th</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 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 therefor 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 therefor 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 therefor 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 (5) weeks, and the pay therefor shall be based upon ten percent (10%) of the total wages or salary earned by the employee during the period of entitlement.

### Section 2: Payment

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

### **Section 3: 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 absences shall not be counted in computing vacation pay.

### **Section 4: 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 5: 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 6: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired. It is agreed that operators will not request more than one (1) week of vacation time off at a time during April - October unless there is an open week in which they can ask for two (2) weeks concurrently. Coverage to run the business to take priority over vacation requests. In doing so, the Company will maintain the principle of senior may junior must when contemplating vacation requests.
- (b) All earned vacations must be taken.

**Section 7 While on Vacations**

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

**ARTICLE XI - CALL TIME**

**Section 1: Where No Work**

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

**Section 2: Where Work Commences**

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

**ARTICLE XII - HEALTH AND WELFARE**

The employer will maintain its current health and welfare plan.

STARTING DATE	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
JUNE 15 <sup>TH</sup> 2002	100%	0%

**ARTICLE XIII - 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.
- (a) (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 whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) 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 3 months or 60 working days whichever comes first, 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 readily contacted or where the employee has already worked one shift in the 24-hour period.

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

When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file 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 I.W.A. 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 I.W.A. certified operation whose seniority retention has expired as a result of a permanent closure or a layoff from an I.W.A. 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: Training**

The training period for all jobs will be sixty (60) working days or three 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.

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

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

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

### **Section 2: Maternity 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: Compassionate Leave**

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

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.

- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

#### **Section 5: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 6: Jury Duty**

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his 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 7: Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to one employee at a time who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of I.W.A. 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 8: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of public office.

## **ARTICLE XV - ACCIDENT PREVENTION COMMITTEE**

### **Section 1: Composition**

- (a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than four (4) members nor less than two (2) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

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

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

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

#### Section 4: Meeting During Work

Where Accident Prevention Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meeting or investigations into accidents.

#### Section 5: Investigations

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

#### Section 6: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of this 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 I.W.A. 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 - 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 bases.

(c) The Employer will provide to each employee:

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

## ARTICLE XVIII - 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 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 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 XIX - 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;
  - (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, I.W.A. 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) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

- (i) 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.
- (ii) 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 his selection the dispute shall be reassigned to the next arbitrator in the rotation.

### **Section 3: Expedited Arbitrations**

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairman of this Committee will be H. Allan Hope, Q.C.

### **Section 4: 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 5: 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 XX - STRIKES AND LOCKOUTS**

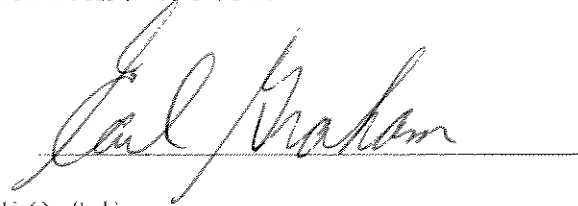
- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning 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 XXI - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15<sup>th</sup> day of June, 2003, to midnight the 14<sup>th</sup> day of June, 2006, 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 14<sup>th</sup> day of June, 2006. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
  
- (b) The Parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Master Agreement.

Signed on behalf of

**L.W.A. CANADA, C.L.C.  
LOCAL NO. 1-3567**



\_\_\_\_\_

E.O. & E.

**DICK'S LUMBER AND  
BUILDING SUPPLIES LTD.  
(SURREY)**



\_\_\_\_\_

## Letter of Understanding Regarding Runners

### **Between:**

**Dick's Lumber Building Supplies Ltd. (Surrey)**  
(The "Company")

AND:

**IWA Canada, Local 1-3567**  
(The "Union")

The Company and the Union agree to the following with respect to the runners at the Surrey location.

### **Section 1 - Summer Relief**

1. Summer students may be employed on a full or part time basis between April and September each year.
2. In doing so the following steps must be applied:
  - a. The local union and plant committee will be informed as to who these employees are and that they are hired as summer relief only, unless they are retained for full time employment below in **full time employment**.
  - b. Each summer relief employee will be informed that they are hired as summer relief from April to September at the time of hiring and will be told of the wage grid that they fall under. (No benefits) At this meeting they will sign a letter of acknowledgement and a copy will be given to the Plant Chairperson along with a copy sent to the Local Union Representative.
  - c. The wage grid will be as follows:
    - 1<sup>st</sup> year - \$12.00
    - 2<sup>nd</sup> year - \$13.50
    - 3<sup>rd</sup> year - \$14.25
    - 4<sup>th</sup> year what ever the current rate is for the full time runners in that year.
3. These summer relief employees will be used for vacation relief to cover full time employees and to meet increased business demands during the April to September period.
4. Summer relief employees also must complete their probation period.
5. Employees who do not return to school by September may be offered full time employment if it is available in Section 2 below.

### **Section 2 - Full Time Employment**

1. Employees that are hired for full time employment or are converting to full time employment from summer relief will be entitled to the following:
  - a. Full benefit package that is contained in the Dicks' Lumber Surrey Agreement after they have completed their probation.
  - b. Wage grid as follows:

First six months - \$12.00

Seventh to twelfth months (after date of hire) - \$13.50

Thirteenth to eighteenth months (after date of hire) - \$14.25

After 1 1/2 years whatever the current rate is of a full time runner in (c) below.

- c. Full time wage rates are as follows only after completing Section 1 (c) and Section 2 (b) above:

June 15<sup>th</sup> 2003 - \$15.00

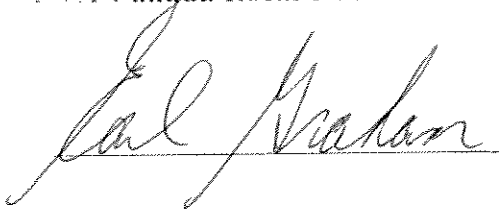
June 15<sup>th</sup> 2004 - \$15.30

June 15<sup>th</sup> 2005 - \$15.65

2. If any such transfer happens in (1) one above the Company will inform the Plant Chairperson and Local Union representative at once.

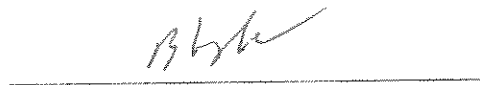
Signed in BURNABY on this 28<sup>TH</sup> day of AUGUST 2003.

UNA Canada Local 1-3567



Paul Graham

Dicks' Lumber Building Supplies (Surrey) LTD.



B. B. B.