# COLLECTIVE AGREEMENT

ų

8

# **BETWEEN**

# PARALLEL WOOD PRODUCTS LTD.

AND

**USW LOCAL 1-2017** 

NOVEMBER 1, 2018

TO

**OCTOBER 31, 2023** 

# TABLE OF CONTENTS

τ

Ŷ

ARTICLE I – BARGAINING AGENCY	3
ARTICLE II – DEFINITION	3
ARTICLE III – MANAGEMENT	3
ARTICLE IV – UNION SECURITY	3
ARTICLE V – WAGES	6
ARTICLE VI – PAYDAYS	8
ARTICLE VII – HOURS OF WORK AND OVERTIME	8
ARTICLE VIII – SENIORITY	. 11
ARTICLE IX – LEAVE OF ABSENCE	. 12
ARTICLE X – VACATIONS WITH PAY	. 14
ARTICLE XII – SAFETY AND HEALTH	. 16
ARTICLE XIII – GRIEVANCE PROCEDURE	. 17
ARTICLE XIV – RIGHT OF REFERENCE	. 18
ARTICLE XV – INTERPRETATION AND ARBITRATION	. 18
ARTICLE XVI – GENERAL PROVISIONS	. 20
ARTICLE XVIII – HEALTH AND WELFARE	. 21
ARTICLE XX – WORKING FOREMAN	. 23
ARTICLE XXI – DURATION OF AGREEMENT	. 24

#### AGREEMENT

THIS AGREEMENT entered into this 1st day of November, 2018

BETWEEN:

в

в

#### PARALLEL WOOD PRODUCTS LTD.

250 Hodgson Road Williams Lake, BC V2G 3P6 (hereinafter known as the 'Company') OF THE FIRST PART

AND:

USW, LOCAL 1-2017, C.L.C. 124C North Second Avenue Williams Lake, BC V2G 1Z6 (hereinafter known as the 'Union') OF THE SECOND PART

- 1. WHEREAS the British Columbia Secondary Industry is faced with intense competition from substitute products manufactured close to our traditional markets, therefore it is the intent of the parties hereto that this agreement will promote and improve industrial and economic relationships between the company and its employees, and to insure the operation is successful. The parties agree that flexibility and cooperation are vital in manufacturing quality products in the most efficient manner for the long term benefit of the industry and its employees. Both parties recognize that Parallel Wood Products Ltd. must be profitable in order to provide the employees with a stable career opportunity and pay the salary and benefit programs designated in the Agreement, AND
- 2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
- 3. WHEREAS the Union accepts responsibilities to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

# ARTICLE I – BARGAINING AGENCY

### Section 1:

8

8

The Company agrees to recognize and bargain with the duly elected bargaining representative on behalf of its Employees properly and duly certified under the appropriate regulations in effect from time to time.

#### Section 2:

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 new collective agreement. The Party of the First Part agrees that the only certification they will recognize during the term of this new agreement is that of the Party of the Second Part unless ordered by due process of the law to recognize some other bargaining authority.

# **ARTICLE II – DEFINITION**

The term 'Employee' as used and for the purpose of this Agreement shall include all employees at 250 Hodgson Road, Williams Lake, BC, except office staff, sales personnel and foremen on whose behalf the USW Local 1-2017 have been certified as bargaining agents.

# **ARTICLE III – MANAGEMENT**

#### Section 1:

The Management of the operation and the direction and promotion of the Employees are vested exclusively in the Management, provided however that this will not be used for the purpose of discrimination against the employees.

#### Section 2:

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

# ARTICLE IV - UNION SECURITY

#### Section 1:

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 to new employees and to all Supervisors and Foremen, the Policy herein expressed.

# Section 2:

ь

All 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:

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:

- a) Any employee who fails to maintain his/her 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/her membership.
- b) It is agreed that the application of this Section means that when an employee fails to maintain his/her membership in good standing by refusing to pay dues and assessments, and provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

#### Section 5:

- a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-Laws of Local 1-2017 which the Local Unions certified as being correct.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

#### Section 6:

The company shall require all new employees, at the time of hiring to execute the following assignment of wages in duplicate. All check-off forms to be supplied by the Union. All check-off forms to be forwarded to the Local Union within fifteen (15) days of hiring.

	UNITED STEELWORKERS CHECK-OFF			
DATE	YEAR	NAME OF EMPLOYER	LOCAL 1-2017	
PLEASE PRINT		OPERATION		
EMPLOYEE			٨/٢٢٢٢)	
EMAIL		CELL	PHONE	
MAILING ADDRESS		CITY	POSTAL CODE	
SOCIAL INSURANCE NO	Are	you a member of the Un	ited Steelworkers?	
In what operation were you last emp	oloyed?		Local Union	
I hereby authorize and instruct ye wages and remit to Local 1-2017 th of the amounts setout below:	e following in payment			
1. Union Initiation Fees in the amount of \$ 2. Union Back Dues in the amount of \$		forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in		
3. Union Dues \$ per m commencing	onth Year	accordance with the confidentiality policies of the Loc Union.		
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated SIGNATURE OF APPLICANT		LICANT		
above.		EMPLOY	YEE NO	

Keep Original, Forward YELLOW copy to Local Union

### Section 7:

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 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, no later than the 15<sup>th</sup> day of the month following the month in which the deduction was made from the employee, with a written statement of names of Employees for whom the deductions were made and the amount of each deduction.

#### Section 8:

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:

- a) The Union will advise the Employer of the identity of all shop stewards.
- b) Official Union representatives may obtain access to the Company's operations for the purposes of this Agreement by written permission which will be granted by the Company subject to such terms and conditions as may be laid down by the Company.

# ARTICLE V – WAGES

### Section 1: Wage Schedule

- Effective the first pay period following November 1, 2018, the wages of all hourly paid employees will be increased by two percent (2%).
- Effective the first pay period following November 1, 2019, the wages of all hourly paid employees will be increased by two percent (2%).
- Effective the first pay period following November 1, 2020, the wages of all hourly paid employees will be increased by two percent (2%)
- Effective the first pay period following November 1, 2021, the wages of all hourly paid employees will be increased by two percent (2%).
- Effective the first pay period following November 1, 2022, the wages of all hourly paid employees will be increased by two percent (2%)

Classification	Description	1st PP Following Nov 1, 2018 (+2%)	1st PP Following Nov 1, 2019 (+2%)	1st PP Following Nov 1, 2020 (+2%)	1st PP Following Nov 1, 2021 (+2%)	1st PP Following Nov 1, 2022 (+2%)
Category I	Probationary employees and casual labourers	\$15.88	\$16.20	\$16.52	\$16.85	\$17.19
Category II	Rip Saw Operator Raw Material Sorter Clean up	\$18.22	\$18.58	\$18.95	\$19.33	\$19.72
Category III	Alignment Operator Finish Sorter Finger Joint Operator Stacker Operator	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68
Category IV	Inside/outside forklift Scan Operator	\$21.74	\$22.17	\$22.61	\$23.06	\$23.52
Category V	Grader	\$22.91	\$23.37	\$23.84	\$24.32	\$24.81
Category VI	Truck Driver/Loader Operator	\$25.80	\$26.32	\$26.85	\$27.39	\$27.94

Classification	Description	1st PP Following Nov 1, 2018 (+2%)	1st PP Following Nov 1, 2019 (+2%)	1st PP Following Nov 1, 2020 (+2%)	1st PP Following Nov 1, 2021 (+2%)	1st PP Following Nov 1, 2022 (+2%)
Category VII Trades	1 <sup>st</sup> year apprentice	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61
	2 <sup>nd</sup> year apprentice	\$27.59	\$28.14	\$28.70	\$29.27	\$29.86
	3 <sup>rd</sup> year apprentice	\$28.75	\$29.33	\$29.92	\$30.52	\$31.13
	4 <sup>th</sup> year apprentice & Uncertified Trades Rate	\$29.93	\$30.53	\$31.14	\$31.76	\$32.40
	Certified Trades Rate	\$31.10	\$31.72	\$32.35	\$33.00	\$33.66

#### Notes:

,

Eligibility for Category II is initiated by competence on cleanup and both of the jobs listed in Category II or the completion of the probationary period.

A midway rate between Category II and Category III is initiated by competence on two of the four positions listed in Category III.

Eligibility for full Category III rate is initiated by competence on all four jobs listed in Category III.

Eligibility for full Category IV rate is initiated by competence on one of the two jobs listed in Category IV. Eligibility for full Category VI rate is initiated by competence on both jobs listed in Category VI.

# Section 2: Lead Hand Premium

Lead hand premium shall be \$.75 over the highest paid position in their charge.

#### Section 3: Pay for Knowledge

- a) Grading Tickets:
  - In-house Grading Ticket \$0.15 per hour.
  - COFI Grading Ticket \$0.25 per hour

It is understood that there will be no pyramiding of these grading ticket premiums.

- Employees on the seniority list as of the date of the Memorandum of Agreement to renew the 2009 to 2013 Collective Agreement will be entitled to continue to receive the \$0.25 per hour for the In-house grading ticket credential.
- Any employees hired after the date of the Memorandum of Agreement to renew the 2009 to 2013 Collective Agreement will be entitled to the \$0.15 per hour premium for the In-house grading ticket credential.

b) First Aid Tickets

Employees holding valid Industrial First Aid Tickets (level 2 or level 3) and who have registered same with the Company shall receive a premium of sixty cents (\$0.60) per hour for all hours worked.

Effective November 1, 2021 the premium will be adjusted to \$0.65 per hour for all hours worked.

# ARTICLE VI – PAYDAYS

- a) The Company shall provide for paydays every second Friday.
- b) Each employee shall be furnished with an itemized statement of earnings and bi-weekly deductions. The parties agree that this may be done electronically via computer.
- c) Direct Deposit: All employees are required to participate in the automatic direct deposit payroll system. At the point of being hired, employees are required to provide the necessary banking information to the Company to enable direct deposit.

# ARTICLE VII - HOURS OF WORK AND OVERTIME

It is understood that the parties recognize the need to be responsive to changes in business circumstances, raw material supply fluctuations, market demand changes, and other challenges. Therefore, the parties recognize the need for flexible shift schedules to maximize the utilization of manpower and equipment.

The term "work day" means the period of time starting when an Employee is scheduled to commence work and terminates twenty four (24) hours thereafter.

The regular hours of work configurations will consist of:

Five (5) consecutive eight (8) hours shifts, the details laid out in Section 1. Four (4) consecutive ten (10) hour shifts, the details laid out in Section 2. Three (3) consecutive twelve (12) hour shifts – the details laid out in Section 3.

The Company will meet with the Local Union and Plant Committee to discuss any planned variation to existing shift schedules. The Company will provide an explanation of the need for the planned variation to existing hours of work arrangements. Efforts will be made to resolve any concerns raised by the crew with respect to the planned variation.

The Company and the Union agree that business circumstances may arise which warrant scheduling employees under schedules other than those listed above and employees may be

required to work alternative shifts accordingly. The Company will meet with the Union to discuss the details of required alternative schedules. It is understood that such alternative schedules will adhere to the principle of a forty (40) hour work week over a reasonable averaging period. Overtime will be paid for hours worked beyond forty (40) hours worked per week over the averaging period.

# Section 1: Eight (8) hour Shift Schedule:

The regular hours of work for employees under this shift schedule shall be eight (8) hours per day for five consecutive days and forty (40) hours per week. The Company has the right to schedule a three shift operation as (3) - 7.5 hour shifts. Employees will be paid for hours worked.

Rest Breaks:

Employees will be provided two (2) ten-minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift. There will also be a one half hour unpaid meal break.

Overtime:

Rate and one-half will be paid for all hours worked in excess of eight (8) in a day and beyond 40 hours worked in a week.

Double time rate will be paid for all hours worked in excess of eleven (11) in a day.

The definition of a week for the purpose of computing overtime is Monday through Sunday.

When a statutory holiday falls by calendar on a scheduled shift, and is worked, the hours worked will be considered for the purpose of this overtime provision. If no hours are worked, the statutory holiday will be considered as a shift worked.

When a statutory holiday falls by calendar on a rest day, it will not be considered as a shift worked for overtime purposes.

Vacation: For vacation scheduling purposes a week of vacation will be considered as 5x8 hour shifts.

# Section 2: Ten (10) hour Shift Schedule

The regular hours of work for employees under this shift schedule shall be ten (10) hours per day and forty hours per week. The schedule will provide for three consecutive days off.

Rest Breaks:

Employees will be provided two (2) ten-minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift. There will also be a one half hour unpaid meal break.

Overtime:

Rate and one-half will be paid for all hours worked in excess of ten (10) in a day and beyond 40 hours worked in a week.

Double time rate will be paid for all hours worked in excess of twelve (12) in a day. The definition of a week for the purpose of computing overtime is Monday through Sunday.

When a statutory holiday falls by calendar on a scheduled shift, and is worked, the hours worked will be considered for the purpose of this overtime provision. If no hours are worked, the statutory holiday will be considered as a shift worked.

When a statutory holiday falls by calendar on a rest day, it will not be considered as a shift worked for overtime purposes.

Vacation: For vacation scheduling purposes a week of vacation will be considered as 4x10 hour shifts.

### Section 3: Twelve (12) Hour Shift Schedule

The regular hours of work for employees under this shift schedule shall be twelve (12) hours per day and thirty six hours per week. The completion of this schedule will result in forty (40) hours pay.

Rest Breaks:

Employees will be provided two (2) fifteen minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift. There will also be a one half hour unpaid meal break. On a continuous twelve hour shift schedule, the meal break will be paid.

Overtime:

Rate and one half will be paid for all hours worked beyond forty hours worked per week. Double time rate will be paid for all hours worked in excess of twelve (12) hours in a day. The definition of a week for the purpose of computing overtime is Monday through Sunday.

When a statutory holiday falls by calendar on a scheduled shift, and is worked, the hours worked will be considered for the purpose of this overtime provision. If no hours are worked, the statutory holiday will be considered as a shift worked.

When a statutory holiday falls by calendar on a rest day, it will not be considered as a shift worked for overtime purposes.

Vacation: For vacation scheduling purposes a week of vacation will be considered as 3x12 hour shifts.

### Section 4:

Any Employee called for work and finding no work available due to reasons beyond his/her control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice cancelling the said call. Such notice shall be considered to be given by an announcement over Radio Station CFFM, "The Rush" prior to the commencement of the shift.

# Section 5:

é

Employees called back to work after completion of their regular scheduled shift shall be paid a minimum of three (3) hours at rate and one-half.

### Section 6:

- a) The term "Casual Employees" applies to employees who may be utilized for cleanup or overflow work. Casual Employees will be paid at the rate of Category I.
- b) Regular laid-off Employees shall not be classified as casual Employees and shall have preference for available work over the said casual Employees, competency considered.

# ARTICLE VIII - SENIORITY

# Section 1:

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all Employees are hired on probation; the probationary period to continue for ninety (90) working days during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized.
- b) Upon completion of probation they shall be regarded as regular Employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however that the probationary period shall only be cumulative within the six (6) calendar months following the date of entering employment.
- c) It is agreed that probationary Employees will have preference over casual Employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) 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 2:

- a) Seniority means continuous unbroken service with the Company within a term of employment.
- b) The Company recognizes the principle of seniority, competency considered.

# Section 3:

4

In the instance of a lay-off and recall the most senior employee, competency considered, will be retained and recalled. Seniority during lay-offs 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 eight (8) months.
- b) Employees with one (1) or more year's service shall retain their seniority for twelve (12) months plus one (1) additional month for each year's service, up to an additional six (6) months.
- c) A laid-off Employee's seniority retention is reinstated on the completion of one day's work.

# ARTICLE IX – LEAVE OF ABSENCE

# Section 1:

- a) The Company will grant leave of absence without pay to Employees who are elected as representatives to attend Union meetings and Union conventions or a member of any negotiating committee of the USW in order that they may carry out their duties on behalf of the Union.
- b) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will co-operate with the company in making substitute Employees available or select alternate delegates to attend Union functions.
- c) It is agreed that before the Employee receives this leave of absence as stated above, seven
  (7) calendar days notice will be given by the Union in order to replace the employee with a competent substitute.

# Section 2:

By mutual agreement, leave of absence will be granted to a maximum of six (6) months without pay to the Employees 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 be reasonably foreseen.
- b) That the employee shall disclose the grounds for application.
- c) The Company shall grant leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.

- d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted Leave of Absence pursuant to this section shall be required to pay the appropriate premiums for all Benefit Plans provided for in Article XVIII Health and Welfare.
- g) It is agreed that Leave of Absence under this section will be limited to one (1) employee per shift at any one time. In unusual circumstances and where mutually agreed upon additional leaves may be granted providing such leaves do not unduly deplete the crew.
- h) Employees granted leave under this section are required to utilize their available vacation entitlement as part of such leave.

#### Section 3:

.

Leaves of Absence for compassionate reasons will be considered to a maximum of six (6) months without pay. Such requests will be considered on a case by case basis.

#### Section 4:

The Company will grant an unpaid reasonable period of extended or parental leave without pay. This leave shall be granted in accordance with Maternity and Parental Leave as defined in the Employment Standards Act of British Columbia.

#### Section 5:

- a) When death occurs to a member of a regular Employee's immediate family, the Employee will be granted an appropriate leave of absence for which he/she shall be compensated at this regular straight time hourly rate of pay for his/her 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, stepparents, grandparents, grandchildren, sons-in-law, daughters-in-law, step-children, and grandparents-in-law.
- 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:

ж

4

a) Any regular Employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness on a day which he/she would normally have worked will reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work.

The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.

b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

# **ARTICLE X – VACATIONS WITH PAY**

With respect to annual vacations and vacation pay, the following provisions will apply upon completion of the first year:

### Section 1:

Service	Vacation Entitlement	Percentage of Gross Wages
1 - 3 years	2 weeks	5%
3-7 years	3 weeks	7%
7 - 15 years	4 weeks	9%
15 – 23 years	5 weeks	11%
24 years and beyond	6 weeks	13%

#### Section 2:

Vacations for Employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired. It is also understood the parties, by mutual agreement, can institute a vacation shutdown. Such agreement will not be unreasonably withheld.

# ARTICLE XI – STATUTORY HOLIDAYS

### Section 1:

a) All Hourly-rated Employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular job rate of pay for their regular work schedule. In accordance with the Memorandum of Agreement dated January 7, 2010, the parties agree to meet by the end of January each year to reach consensus on the observance of statutory holidays for the upcoming calendar year. The Parties hereto agree that the paid Statutory Holidays shall be as follows:

New Year's Day, Family Day, Good Friday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

b) Holidays will be observed on the day on which they occur unless another day is substituted by mutual agreement of the Union and the Company with the exception of Remembrance Day which will be observed on the day on which it falls.

For employees scheduled on 4 x 10 or 3 x 12 shift schedules, the following will apply:

### 4 x 10 Shift Schedules

For all statutory holidays falling by calendar on a scheduled work day, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular pay. In addition, employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

#### 3 x 12 Shift Schedules

For all statutory holidays falling by calendar on a scheduled work day, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid twelve (12) hours statutory holiday pay at their regular job rate.

When a Statutory Holiday falls on or is observed on a Sunday employees will be paid time and one half for hours worked.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular pay. In addition, employees will be paid twelve (12) hours statutory holiday pay at their regular job rate.

- c) To qualify for Statutory Holidays, an employee must have been on the payroll thirty (30) calendar days immediately preceding the holiday and must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless the absence due to illness, compensable occupational injury, or the Employee is on authorized leave of absence in accordance with Section 1 Article IX.
- d) In the case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- e) Notwithstanding any of the foregoing provisions, if the Employee fails to work one day before and one day after the holiday, both which must fall within a period of ninety (90) calendar days, the Employee shall not be entitled to be paid for any Statutory Holiday during that period.
- f) Casual employees will not be eligible for Statutory Holidays

# **ARTICLE XII – SAFETY AND HEALTH**

#### Section 1: Recognition of Importance

The Company and Employees will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Company.

### Section 2: Occupational Health and Safety Committee

The Company shall maintain an Occupational Health and Safety Committee which shall be Constituted and work in accordance with the Workers' Compensation Board Accident Prevention Regulations.

#### Section 3: Safety Equipment

The Employer agrees to provide to new Employee safety equipment required by the WCB or the Employer and replace articles of equipment as required when they are presented worn or damaged beyond repair. The items are:

1. Welding goggles

.

- 4. Ear Protection
- 2. Dust Protection
- 5. Gloves
- 3. Eye Protection
- 6. Coveralls/Mtce. Workers 100% supplied
- Section 4: Light Duty

The Company and the Union will work together, on an individual basis, to accommodate employees with injuries in maintaining employment or returning to work.

# **Section 5: Leather Aprons**

An appropriate number of leather aprons will be made available at relevant locations for use by employees as required.

# ARTICLE XIII – GRIEVANCE PROCEDURE

# Section 1:

A Grievance Committee shall be elected to consist of two (2) to four (4) employees elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one year's experience in the type of operation. Wherever possible members shall be selected on a departmental basis. Meetings of the Grievance committee shall, except in cases of emergency, and wherever possible, be held outside of working hours. In the event that a grievance should arise it shall be dealt with in the following manner without stoppage of work.

### Step 1

The individual employee involved with or without the Shop Steward shall first take up the matter with the Supervisor directly in charge of the work within fourteen (14) days from the occurrence of the event or events giving rise to the grievance or from the time when the employee has knowledge or may be reasonably presumed to have knowledge of such event or events.

# Step 2

If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the same employee and the Committee shall take up the Grievance with the Production Manager and/or designate. If desired, the Union Business Agent shall accompany the Committee.

# Step 3

If a grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.

# Step 4

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

# Section 2:

a) If a grievance has not advanced to the next stage under steps 2, 3 or 4, within fourteen (14) days after the 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. The fourteen (14) days limit may be extended by mutual consent of both Parties.

# **ARTICLE XIV – RIGHT OF REFERENCE**

### Section 1:

e

If the two Parties fail to agree upon an interpretation of the Agreement, either party shall have the right to refer the matter to the Joint Committee, Hereinafter provided, and if either Party does make such reference, the other Party must accept the reference.

### Section 2:

The Joint Committee shall consist of three representatives selected by the I.W.A. Canada Negotiating Committee and three representatives selected by the Company represented in the negotiations of this Agreement, and the two committees may be represented by one or more Parties selected by them.

### Section 3:

When an interpretation of the Agreement has been referred to the Joint Committee, this reference shall be for the period of forty-eight (48) hours or longer by mutual consent of the Parties to this Agreement. In case the Joint Committee agree upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Company. Section 4:

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the Employer and to the Union member involved. The facts in the case as found by the Employer and Employer members of the Joint Committee shall be placed in writing and given to the Union member employees for their information.

#### Section 5:

If a satisfactory interpretation of the point in question is not reached either party may refer the question to arbitration as hereinafter provided.

# ARTICLE XV – INTERPRETATION AND ARBITRATION

# Section 1:

a) In case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner.

- b) Either party may notify the other Party in writing by Registered mail on the question or questions to be interpreted. After receiving such notice and statement, each of the parties will then refer the matter to the Interpreter selected by the Parties.
- c) The Parties will agree to an Interpreter for the purpose of this section.
- d) The decision of the Interpreter shall be final and binding upon the parties of the First and Second Part.

# Section 2:

- a) In this case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner.
  - i) Either party may notify the other party in writing by Registered mail of the question to be arbitrated. After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties.
  - ii) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Part.
  - iii) The Parties agree to meet and attempt to select a mutually satisfactory Arbitrator. If unable to select one which is satisfactory, the parties further agree to request the Honourable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
  - iv) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of the Agreement. The Arbitrator shall further make the determinations on the amount of lost pay to be paid to the employee.

#### Section 3:

The parties of the First and Second Parts will each bear one-half of the expenses of the interpretations or arbitration including the salary of the Interpreter of Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect to such proceeding.

#### Section 4:

Any Arbitration to be held hereunder shall be held in the City of Williams Lake or such other place as may be decided by the Arbitrator.

# ARTICLE XVI – GENERAL PROVISIONS

### Section 1: No Strike or Lockout

<

During the life of this Agreement the Union and the Employees agree that they will not cause, promote, sanction, participate or authorize any strike, sitdown, slowdown, sympathetic strike or other interference with work for any cause whatsoever and the Company agrees it will not create or institute any lockout of the Employees with respect to any dispute between the Company and the Union or the Company and it's Employees during the life of this Agreement.

### Section 2: Job Posting and Training

The Parties agree to meet for the purpose of developing the details of a job posting and training agreement during the term of the current collective agreement.

### Section 3: Permanent Plant Closure

- a) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service and thereafter in increments of completed months of service.
- b) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- c) Sixty (60) days notice of closure will be provided.

# Section 4: Humanity Fund

- a) The Company agrees to deduct on a bi-weekly basis the amount of 1¢ per hour from the wages of all employees in the bargaining unit for all hours worked.
- b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the "Humanity Fund" and will forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

# Section 5: Apprenticeship Support

Apprentices will be provided the following in support of required travel:

Fifty cents (\$0.50) per kilometer based on the distance for one (1) round trip to school every two (2) weeks during the period of time at vocational school. This distance will be as per a schedule based on the distance between town of employment and the school.

# ARTICLE XVII – TECHNOLOGICAL CHANGE

6

¢;

The Company will give at least sixty (60) days notice to the Union of any proposed technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees in the Bargaining unit. This notice shall be in writing and state:

- i) The nature of the technological change;
- ii) The date on which the Company proposes to effect the technological change;
- iii) The approximate number and type of Employees likely to be affected by the technological change.

# ARTICLE XVIII – HEALTH AND WELFARE

The following Benefit Plans will be provided to employees, effective December 14, 1997:

 Medical Services Plan of British Columbia The obligation of the employer to enrol and cover an employee for MSP of British Columbia is triggered only when the employee is not already covered by MSP by some other means.

ii)	Extended Health Care Plan	-	\$75.00 deductible - Effective
,			January 1, 2010
		-	80% co-insurance

It is agreed to adjust the lifetime limit for extended health care benefits, as follows:

- To \$100,000, effective on ratification.
- To \$150,000 on July 1, 2014.
- To \$200,000 on July 1, 2015.
- To \$250,000 on July 1, 2016.
- To \$300,000 on July 1, 2017. It is agreed to implement a pay direct drug card under the EHC plan, coincidental with the following EHC drug plan design features:
- Low Cost Alternative.
- Pharmacy mark-up maximum.
- Pharmacy dispensing fee cap.
  - The mark up maximum and dispensing fee cap will be reviewed on July 1 of each year, and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.

(Currently at: Mark-up maximum (8%), dispensing fee cap (\$10)).

Issuance of the pay direct drug card will occur coincidental with the PBC reenrolment process necessitated by the PBC system upgrade; Target date July 1, 2014. Effective on first of the month following ratification of the 2013-2018 agreement, the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the two hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any 24-month consecutive period. This benefit will be amended to include the cost of laser eye surgery, and/or eye exams.

iii)	Group Life Insurance	-	\$35,000
·	Accidental Death and Dismemberment	-	\$35,000

Effective on first of the month following ratification of the 2013-2018 agreement, the Group Life Insurance and Accidental Death and Dismemberment insurance will be increased to \$50,000.

Effective on first of the month following ratification of the 2018-2023 agreement, the Group Life Insurance and Accidental Death and Dismemberment insurance will be increased to \$55,000.

Effective November 1, 2021 the Group Life Insurance and Accidental Death and Dismemberment insurance will be increased to \$65,000.

iv) Dental Plan - 80% Plan A – basic dental at approved schedule - no dual coverage

It is agreed to amend the Orthodontic coverage (Plan 'C') to provide for an increase in the orthodontics life time maximum to \$4,000.00, effective first of the month following notice of ratification of the 2013 to 2018 collective agreement.

Effective July 1, 2014, white fillings shall be eligible under the dental plan subject to the existing deductions in the plan.

Total cost of providing the above coverages to be borne by the Company.

#### Section 2: Eligibility

.

Eligibility shall be the first day of the first (1st) month following date of completion of the employee's probationary period.

#### Section 3: Layoff Coverage:

#### Coverage during lay-off will be provided as follows:

- a) Employees with one (1) or more years' seniority two (2) months.
- b) Employees with more than four (4) months' but less than one (1) years' seniority one (1) month.

- c) In order for reinstatement of lay-off coverage to occur there must be a return to regular employment. An employee returns to regular employment when he is employed for ten (10) working days within a floating period of thirty consecutive days.
- d) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.

# ARTICLE XIX- RETIRMENT SAVINGS PLAN (RSP)

\*

The Company agrees to establish a RSP arrangement, effective November 1, 2014, with an appropriate investment (financial) firm with the following particulars:

• Contributions from the employer will be \$0.15 per straight time hour worked for all employees.

Effective first pay period following notice of ratification of the 2018 to 2023 collective agreement, contributions from the employer to be \$0.20 per hour worked for all employees.

Effective first pay period following November 1, 2021, contributions from the employer to be \$0.25 per hour worked for all employees.

Effective first pay period following November 1, 2022, contributions from the employer to be \$0.35 per hour worked for all employees.

- An additional \$0.10 per straight time hour worked will be available from the employer on an employee matching basis only.
- Employees may contribute more than the matching \$0.10 per straight time hour worked to the plan at the employee's discretion. There will be no employer match to any employee contribution beyond \$0.10 per straight time hour worked.

# ARTICLE XX – WORKING FOREMAN

The Company and the Union recognize that non-bargaining unit personnel will be allowed to perform bargaining unit work. The Company, on behalf of the Supervisor will pay union dues and will represent the Supervisor. The supervisor will not be allowed to hold union office or membership or participate in strike or ratification votes.

The above provision applies to Quality Control staff as well.

# **ARTICLE XXI – DURATION OF AGREEMENT**

#### Section 1:

The Parties hereto mutually agree that this agreement shall be effective from and after the 1st day of November, 2018 to the 31<sup>st</sup> day of October, 2023, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. 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 of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiration of any yearly period. 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 that a subsequent Agreement is reached, or until negotiations are discounted by either Party.

Dated this \_\_\_\_\_ day of November, 2019.

For: USW, Local 1-2017

For: Parallel Wood Products

ant