

COLLECTIVE AGREEMENT

1994-1997

THIS AGREEMENT entered into this 27th of February, A.D. 1995.

BETWEEN:

CANADIAN AIR-CRANE LTD.
(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

(Local Unions of)

IWA-CANADA, C.L.C.

LOCAL NO. 1-71

(Hereinafter known as the "UNION")

OF THE SECOND PART.

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

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

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 recognizes the Union as the sole collective bargaining agency of the employees of the Company at and within the jurisdiction of IWA-Canada, Local 1-71, except confidential employees, office employees, pilots, engineers, related mechanical and fuel personnel, 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 XXVIII, Section 1, Step Four, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Seniority Application

- (a) Where the Union holds a certificate of bargaining authority covering a large area in which the Company has two or more distinct logging operations, and distance makes the application of seniority impractical, it is agreed that the following principles shall apply:
 - (i) There shall be separate seniority for each operation.
 - (ii) In the event of a closure or layoff of any of the camps concerned, other than normal seasonal shutdowns, the Company shall give hiring preference to those people laid off in accordance with the provisions of Article XVII, Section 1 when they are hiring for another operation included in the same certification.
- (b) Details of application of the said principles shall be worked out between the Company and the Union.

Section 3: Meetings

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

Section 4: Bargaining Authority

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

Section 5: 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 to new employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

All employees who entered the employment of the Company on or after the 15th day 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 IWA-CANADA Constitution, and in accordance with the By-Laws of the following Local Unions Nos. 1-71, 1-80, 1-85, 1-217, 1-3567, 1-363.
- (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

Where employees are performing work within the geographical jurisdiction of a particular Local, the company will remit dues on behalf of its employees to the Local which has the geographical jurisdiction in the area in which the employees are performing the work.

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.

IWA-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 IWA-CANADA ?

In what IWA operation were you last employed ? _____

Local Union

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND REMIT TO LOCAL 1-_____ 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 received by you from the Local Union designated above.

Clock No. _____

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the IWA-CANADA, Local 1-_____, 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 wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties to the Coast Master Agreement.

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 less than three (3) employees and not more than seven (7) 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 XIX - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and
- (b) Article XXIX - Right of Reference Committee.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work in all the forest products operations 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 Saturday and/or 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) If a Statutory Holiday occurs during the work week, the employee 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.

The following are exceptions to Clauses (a) and (b), namely:

- (i) Firefighters;
- (ii) Employees on towboats as defined in the Employment Standards Act Regulations;
- (iii) Watchmen employed in logging camps or sawmill industries where operations are suspended.

Section 2: Alternate Shift Scheduling

- (a) Management, Camp Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour work week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday.
- (b) When alternative schedules have been implemented in accordance with (a) above, the following Overtime provisions will apply:

A. Rate and one-half shall be paid for the following:

- (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
- (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
- (iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- (iv) All hours worked on Sunday except those excluded in the casual section.

B. Double straight-time rates shall be paid for the following:

- (i) All hours worked in excess of A(i) above.
- (ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.

- (c) Supplement No. 8 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

Section 3: Casual Work

- (a) The term "casual work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees."
- (b) Casual work on production will be paid for at one and one-half times job rate.
- (c) Casual work on maintenance, repair and preparatory work will be paid for at straight-time job rate.
- (d)
 - (i) Weekend work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
 - (ii) A laid-off regular production employee shall be considered a production employee during the weekend of the week he is laid off and will be paid rate and one-half for any work he performs on either Saturday or Sunday except as provided in Section 1(b) above.
- (e) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.
- (f) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to Clause (e), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

Section 4: Saturday and Sunday Work

- (a) Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employee and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these employees shall be paid at rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employee and the Company.
- (b) For the purpose of this Section, employees shall be engineers, firemen, operating millwrights, maintenance workers, watchmen, cookhouse and bunkhouse employees.

Section 5: Living Out Allowance

- (a) Employees who choose to make their own arrangements or to live at home and drive their own vehicles to and from the marshalling points shall not be entitled to a living out allowance, nor will room and board be made available to them on a temporary basis.
- (b) Should the Company not be able to provide room and board for all employees, and asks that some employees live at home or make their own arrangements, the employee will be compensated at \$32.00 per diem and will be entitled to 25¢ per kilometre for highway mileage and 35¢ kilometre for off-road travel to the marshalling point. This Clause will be effective February 14, 1995.
- (c) If Company transportation is not available from the marshalling point to the job site, mileage rates will apply.
- (d) Travel Time applies only to travel from the marshalling point to the job site and back again.
- (e) Marshalling Point: The designated marshalling point will be the cookhouse/bunkhouse facility where the majority of the employees are staying. In the event there is no cookhouse/bunkhouse facility and all the crew

are living at home or are spread out at various locations, then the marshalling point will be that of the licensee for which the Company is performing services.

Section 6: No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Joint Committee

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

Section 2: Advance Notification

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

Section 3: Retraining

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

Section 4: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of 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 XVII - 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 of one (1) week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 4(b) above.

ARTICLE VII - WAGES

Section 1: Rates

- (a) The Parties hereby agree that wages of all hourly rated employees covered by the Agreement shall be increased by three percent (3%) per hour, effective June 15, 1994; a further three percent (3%) effective June 15, 1995, and by two percent (2%) effective June 15, 1996.

The rates resulting from the application of the conversion percentages herein will be rounded as follows:

- 0 to .249 - down to the nearest cent
- .250 to .749 - to the nearest one-half cent
- .750 to .999 - up to the nearest cent

- (b) **Cash Payment -**

A one thousand dollar (\$1,000.00) cash payment will be paid, within 14 days of ratification of this Agreement to all regular fulltime employees who have worked a minimum of 350 hours in the 12-month period preceding date of signing.

A five hundred dollar (\$500.00) cash payment will be paid June 15, 1995 to all regular full-time employees who have worked a minimum of 350 hours in the preceding 12-month period.

A cash payment may be paid on June 15, 1996 to all regular full-time employees who have worked a minimum of 350 hours in the preceding 12-month period, subject to the following scale:

Based on the Price Waterhouse annual analysis of the B.C. Forest Industry which will be published in The Forest Industry in British Columbia in May of 1996, if the return on capital employed for the Coast lumber sector in 1995 is equal to or greater that 15.75 percent, a cash payment of five hundred dollars \$500.00 will be paid, if equal to or greater than 13.5 percent, a cash payment of \$400.00 will be paid; if equal to or greater than 11.25 percent, a cash payment of \$300.00 will be paid; if equal to or greater than 9 percent, a cash payment of \$200.00 will be paid; if equal to or greater than 6.75 percent, a cash payment of \$100.00 will be paid.

Section 2: Falling and Bucking

- (a) The daily rate for Fallers and Buckers will be \$270.76 per day effective June 15, 1994; \$278.88 per day effective June 15, 1995; and \$284.44 per day effective June 15, 1996, for the regular hours of work.
- (b) The hourly rate for Fallers and Buckers will be \$33.84-1/2 per hour effective June 15, 1994; \$34.86 per hour effective June 15, 1995; and \$35.55-1/2 per hour effective June 15, 1996, for all hourly compensation provisions.
- (c) The general wage increases for all employees provided for in Section 1(a) of this Article have been incorporated into the rates described in (a) and (b) above.
- (d) The Company will arrange for the supply and maintenance of all necessary tools for falling and bucking.
- (e) It is agreed that Fallers and Buckers will be expected to fall and buck timber for six and one-half (6½) hours each regular working day.
- (f) The Company agrees that it will not issue or continue any falling and bucking contracts after June 15, 1972 where the falling and bucking contractor employs a piecework falling and bucking system.

Section 3: Rate Revision

The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

Section 4: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of thirty-one cents (31¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the thirty-one cent (31¢) premium rate for all hours worked outside the recognized day shift.

Section 5: Jobs and Equipment

The following provisions shall apply to new or significantly revised jobs and/or equipment:

- (a) Advance notice of change to Local Union.
- (b)
 - (i) New jobs shall be posted in accordance with Article XVII, Section 4(a).
 - (ii) Significantly revised jobs shall be posted if requested by the camp committee.
- (c) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (d)
 - (i) The applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
 - (ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and his interim rate from the date he started the new or revised job.
- (f) Rate negotiations to be guided by the following principles:
 - (i) Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.
 - (ii) Failing satisfaction at the Local Level the Union would have the right of referral to a National authority.

The general wage increases provided for in Section 1(a) of this Article have been incorporated into these rates.

LOGGING WAGE RATE REVISIONS

The following provisions shall apply to new or significantly revised jobs and/or equipment.

- (a)
 - (i) Advance notice of change to the Local Union.
 - (ii) A prescribed application form is to be submitted to the company and Local Union.
 - (iii) The Company and the Local Union shall meet and agree on an interim rate for the changed or new category.
 - (iv) Failing agreement within 50 calendar days of the date of the application, the request will be referred to a Joint Sub-Committee, composed of representatives of the Company and the Local Union.
 - (v) Local management and the Local Union will be responsible to forward the application and the required changes on the prescribed job description to the Joint Sub-Committee.
 - (vi) Rate negotiations by the Joint Sub-Committee to establish a new rate will be guided by factors including skill, knowledge, responsibility and job conditions. The Joint Sub-Committee will, by touring or whatever is necessary, establish a new rate within 60 calendar days of receiving the request. Failing agreement, the matter will be referred to arbitration.

- (b) (i) New jobs shall be posted in accordance with Article XVII, Section 4(a).
- (b) (ii) Significantly revised jobs shall be posted if requested by the camp committee.
- (c) An employee shall receive the interim rate until such time as a new rate is negotiated.
- (d) When a new permanent rate is agreed upon, the applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
- (e) When a new permanent rate is agreed upon, all employees shall receive the difference between that rate and the interim rate from the date the application is submitted per (a) (ii) or a date deemed appropriate by the Joint Sub-Committee.

Section 6: 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 7: 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 (50¢/hr.)
 Level 3 - Eighty-five cents per hour (85¢/hr.)
- b) Full-time First Aid Attendants:
 - (i) Incumbents as of June 15, 1994:
 "AA" \$21.09½/hr. + 25 cents/hr.)
 "A" \$20.69½/hr. + 35 cents/hr.) For Level 3
 "B" \$20.31/hr. + 45 cents/hr.) Certificate
 "C" \$20.05½/hr. + 55 cents/hr.)

Incumbents in these positions as of June 15, 1994 will be Red Circled, as long as they remain in these positions.

- (ii) Effective as of the date of signing of the 1994 - 1997 Agreement, full-time First Aid Attendants will be paid as follows:
 Level 2 - Group 7 (Logging) - \$20.05½/hr.
 Level 3 - Group 9 (Logging) - \$20.69½/hr.

Section 8: Rates

The general wage increase provided for in Section 1(a) has been incorporated into all rates under this Article.

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: Logging Camps

- (a) All employees in logging camps who work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day will be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section 2(b)B.
- (b) An hourly rated employee in a logging camp who qualifies for any of the holidays named in Section 1(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 XVIII, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

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

Section 4: Saturday Holidays

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

Section 5: Weekly Work Schedule

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

Section 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: Casual Employees

It is agreed that casual and probationary employees shall not qualify for Statutory Holiday pay.

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.

Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

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.

ARTICLE X - VACATIONS WITH PAY

With respect to annual vacations and vacation pay the following provisions will apply.

Section 1: One to Two Years' Service

The annual vacation for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay therefor shall be based upon five per cent (5%) of the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the hourly rate of the employee's regular job, whichever is greater.

Section 2: Two to Seven Years' Service

- (a) The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefor shall be based upon seven per cent (7%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

Section 3: Seven to Fifteen Years' Service

- (a) The annual vacation for employees with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks, and the pay therefor shall be based upon nine per cent (9%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

Section 4: Fifteen to Twenty-four Years' Service

- (a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks, and the pay therefor shall be based upon eleven per cent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2 and 3.

Section 5: Twenty-four to Thirty Years' Service

- (a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefor shall be based upon thirteen per cent (13%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3 or 4.

Section 6: Thirty Years' Service

- (a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks, and the pay therefor shall be based upon fifteen per cent (15%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4 or 5.

Section 7: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 8: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) All earned vacations must be taken.

Section 9: Payment of Vacation Pay

- (a) The calculation and comparison of the vacation pay amounts developed by the percentage method of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.
- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
 - (i) In the case of one (1) year, one per cent (1%) of his gross earnings between the date of employment and the date of the last common cut-off date;
 - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.

Section 10: Vacation Pay - Percentage of Wages Method

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

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided that the employee returns to his employment.
- (b) Absence due to illness 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 XVIII, 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 XVIII, Section 6.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

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

- (a) (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the

employee's first year of service, and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.

- (ii) Where there is a common vacation pay cut-off, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - (iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to his anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
- (i) All hours worked;
 - (ii) Statutory Holiday hours;
 - (iii) Jury and Crown witness duty;
 - (iv) Bereavement leave;
 - (v) Vacation hours;
 - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
 - (vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
 - (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
 - (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
 - (x) All hours worked in more than one (1) division of the parent Company as a result of transfer or layoff.

Section 12: Employment Standards Act

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.

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. Sufficient notice is deemed to have been given to the employee if he is notified prior to midnight of the previous day. In the event that the company recalls an employee for a second marshalling time in the same day, and again the employee finds no work available, the employee will be

entitled to a further two (2) hours at the usual rate. In the event that the employee is required to stand by for more than two (2) hours, the employee will be paid for all stand-by hours.

Where the Company decides to take the Air Crane to a different location for special jobs and requires the crew to stand by, the Company shall pay the crew affected, eight (8) hours at straight time for each day of standby.

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 employee's 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.

In the event work is suspended and the Company requires the affected employees to stand by at the worksite, the Company shall pay the affected employees for all hours spent at the worksite. Such payment shall be at straight time rates.

Section 3: Early Shift

This Section only applies to employees in logging operations who are called for work on early shift necessitated by fire hazards or other reason.

- (i) An employee who on reporting finds no work available shall be entitled to four (4) hours' pay at the usual rate. This shall not apply if the Company gives sufficient notice cancelling the call.
- (ii) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.
- (iii) In the event that an employee commences work on his shift and the operation closes after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this Clause is eight (8) hours' pay.

Section 4: Night Logging

This Section only applies to employees who are called for work on night logging.

- (i) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.
- (ii) In the event that an employee commences work on his shift and the operation closes after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this Clause is eight (8) hours' pay.

ARTICLE XII - FARE ALLOWANCE

Where an employee must live in camp and the camp is only accessible by air, the Company shall provide transportation into and out of the camp, at its expense, to a maximum cost of round trip transportation to Vancouver.

ARTICLE XIII - TRAVEL TIME

- (a) Employees, except Fallers, in all logging operations shall be paid at straight-time rates for time spent on Company property in excess of eight and one-half (8½) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said eight and one-half (8½) hour period is based upon one-half (½) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half (½) hour. The designated marshalling point will be the existing marshalling yard used by the Third Party for which the Company is performing services. Employees shall only be entitled to travel time when utilizing Company transportation from the said marshalling point. The designated marshalling point will be the cookhouse/bunkhouse facility where the majority of the employees are staying. In the event there is no cookhouse/bunkhouse facility and all crew are living at home or are spread out at various locations, the marshalling point will be that of the licensee for which the Company is performing services. Employees shall only be entitled to travel time when utilizing Company transportation from the said marshalling point to the jobsite and back again.

Nothing in this provision shall be read in such a way as to reduce an employee's regular daily hours of work from eight (8) hours.

- (b) Employees, except Fallers, away from the designated marshalling point in excess of ten (10) hours shall be paid at rate and one-half for the period in excess of ten (10) hours.
- (c) The provisions of this Article apply to any water travel involved between the marshalling point and the work site.
- (d) The Company shall avoid unnecessary delay in transporting employees from the marshalling point to the place of work and return.

- (e) It is hereby expressly provided that this Article shall not be interpreted to provide for the payment of Travel Time for the same hours that an employee, including an employee who is a Faller, is working and is being paid at overtime rates of pay.

ARTICLE XIV - HEALTH AND WELFARE

Section 1: Board of Trustees

The Board of Trustees, composed of three (3) members representing IWA-CANADA and three (3) members representing the Participating Employers, are responsible for the administration of the IWA-Forest Industry Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals and Health and Welfare problems directly related to the Plan.

Section 2: Insurance Coverage

The following coverage will be instituted on an Industry-wide basis with a common carrier:

- (a) Group Life Insurance for each qualified employee:

Effective June 15, 1994	\$50,000
Effective June 15, 1995	\$55,000
Effective June 15, 1996	\$60,000

- (b) Accidental Death and Dismemberment Insurance for each qualified employee:

Effective June 15, 1994	\$50,000
Effective June 15, 1995	\$55,000
Effective June 15, 1996	\$60,000

- (c) Accidental Death and Dismemberment - 24-hour Coverage:

Effective June 15, 1994, the Plan will provide for coverage for accidents occurring at work.

- (d) Weekly Indemnity as follows:

Effective June 15, 1995, the weekly indemnity benefit level will increase by ten dollars (\$10) per week so that the benefit level is four hundred and thirty-nine dollars (\$439) per week. Effective June 15, 1996, the weekly indemnity benefit level will increase further by ten dollars (\$10) per week so that the benefit level is four hundred and forty-nine dollars (\$449) per week.

A Joint Committee will be established with appropriate terms of reference to study the possible abuses of the Weekly Indemnity Program and to make recommendations to the Trustees of the Health and Welfare Program with a view to eliminating any abuses of the Program.

The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Unemployment Insurance Act", the employees' 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

Effective January 1, 1995 a "No Downs" provision is introduced so that the four hundred and twenty-nine dollar (\$429) per week rate will not be reduced by further reductions by U.I.C. of the maximum insurable earnings number.

- (i) Third Party Subrogation

The parties agree to recommend to the Trustees of the Health and Welfare Plan #2 that effective April 16, 1992 a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

- (ii) WI/WCB Interface

The parties agree to recommend to the Trustees of the Health and Welfare Plan #2 that the benefit payment period terminates when a combined total of 52 weeks of payment have been made from the Plan and the Workers' Compensation Board in the form of temporary wage loss or income continuity benefits, effective June 15, 1992.

Section 3: Medical Coverage

Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;
- (b) Effective June 15, 1982, payment up to a maximum of one hundred dollars (\$100) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription.

Effective June 15, 1995, the Vision Care limit will be increased by fifty dollars (\$50) per 24-month period to a total limit of one hundred and fifty dollars (\$150) per member or dependent in any 24-month consecutive period.
- (c) Effective June 15, 1995, the Physiotherapist/Massage Practitioners' limit will be increased by two hundred and fifty dollars (\$250) per member or dependent per calendar year to a total limit of five hundred dollars (\$500) per member or dependent per calendar year.
- (d) Effective June 15, 1995, the Chiropractors/Naturopathic Physicians' limit will be increased by two hundred dollars (\$200) per member or dependent per calendar year to a total limit of four hundred dollars (\$400) per member or dependent per calendar year.

Section 4: General Principles

- (a) Premium cost for insurance shall be paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- (d) Coverage will be portable in all units covered by collective agreements between members of the Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, Northwood Pulp and Timber Ltd. and Weldwood of Canada Limited, and the IWA there shall be no waiting period for qualified employees changing employers within the Industry.
- (e) Coverage during layoff will be provided as follows:
 - (i) Employees with one (1) or more years' seniority - six (6) months;
 - (ii) Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.
- (f) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (g) There will be no duplication of Weekly Indemnity and Pension Plan payments.

- (h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XVIII - Leave of Absence, Section 4: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (i) Employees on extended leave of absence under Article XVIII - Leave of Absence, Section 4: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.

Section 5: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees.
 - (ii) Prosthetics, crowns and bridges (Plan B) - Effective June 15, 1994, Plan pays 60% of approved schedule of fees.
 - (iii) Orthodontic (Plan C) - Effective June 15, 1994, Plan pays 60% of approved schedule of fees (lifetime maximum \$2,500), with no waiting period.
- (b) The principles set out in Section 4 shall apply to the Dental Plan.

ARTICLE XV - LONG TERM DISABILITY PLAN

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

- (a) The Plan will become effective June 15, 1982.
- (b) Effective July 1, 1993, the Plan to be funded on a 50/50 cost sharing basis with contributions of twenty-two cents (22¢) per hour per employee per hour worked, of which the Industry will contribute eleven cents (11¢) and the employee will contribute eleven (11¢).

Effective January 1, 1995, the contributions from both the Industry and the employee will be increased by six cents (6¢) per hour per employee per hour worked, so that the contributions will be thirty-four cents (34¢) per hour per employee per hour worked, of which the Industry will contribute seventeen cents (17¢) and the employee will contribute seventeen cents (17¢).

Effective June 15, 1995, the contributions from both the Industry and the employee will be increased by two and one-half cents (2-1/2¢) per hour per employee per hour worked so that the contributions will be thirty-nine cents (39¢) per hour per employee per hour worked of which the Industry will contribute nineteen and one-half cents (19-1/2¢) and the employee will contribute nineteen and one-half cents (19-1/2¢).
- (c) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- (d) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (e) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- (f) Protection Against Withdrawals: Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

ARTICLE XVI - BOARD AND LODGING

The rate for board and lodging in logging camp boarding houses shall be \$2.50 per day.

ARTICLE XVII - SENIORITY

Section 1: Principle

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

Section 2: Reduction and Recall of Forces

- (a)
 - (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of camp seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
 - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his camp 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 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 of this Section shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) 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 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) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XVII, Section 1.
- (c) In logging operations the employer may temporarily fill the vacancy until a permanent replacement is decided through the application of seniority.

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 thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of thirty (30) working days shall only be cumulative within the three (3) calendar months following the date of entering employment.

- (b) Clause (a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid-off; and within ninety (90) days for those terminated as a result of a permanent closure.
- (c) (i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
- (ii) It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

Section 6: Hiring Preference

- (a) The company agrees to provide a preferential hiring opportunity to employees of the third party with which the company has a helicopter logging contract and who are displaced or laid off and retain recall rights with the third party. Such employees shall only be considered for hiring if they have relevant rigging crew experience and are able to meet the fitness and skill requirements of the company.
- (b) The employees given preferential hiring shall be subject to a probationary period of up to 30 working days in which to demonstrate to the company that they are fully competent to perform the work.

Section 7: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive 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 day 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 Coast 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: Seniority and Sub-contracting

The Company will extend its consultative and remedial processes in connection with sub-contracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice of its intentions and exploring ways and means of integrating senior employees into other jobs where sub-contracting takes place.

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

Section 7: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of IWA-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 completion of public office.

ARTICLE XIX - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

- (a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members nor less than four (4) 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: Meetings 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 meetings 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 the shift.

ARTICLE XX - CONTRACTORS AND SUB-CONTRACTORS

- (a) As of the date of the signing of the Memorandum of Agreement the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.
- (b) A Joint Contracting Review Committee will be established. The Committee will be comprised of four (4) nominees from the IWA and four (4) from the Industry.
- (c) The Parties agree that if there is a dispute arising with respect to Clause (a) herein which the Parties are unable to settle between themselves, the Parties shall request the Joint Contracting Review Committee to assist them in resolving the dispute.
- (d) The Parties agree that at the conclusion of the process outlined in Clause (c), if a resolution is not reached, either Party may request a hearing before the umpire with respect to the interpretation, application, operation or alleged violation of Clause (a) herein, and such a hearing will be arranged by the Joint Contracting Review Committee.
- (e) If the Parties are unable to agree on the selection of the umpire, the Parties will request the Chief Justice of British Columbia to appoint the umpire, for the term of the Collective Agreement.
- (f) The umpire will be assisted by a nominee from each Party.
- (g) The dispute shall be determined by arbitration on an expedited basis. The decisions of the umpire will be made in writing and all decisions will be final and binding upon the Parties.

ARTICLE XXI - TROUBLED EMPLOYEES COMMITTEE

The Parties agree to establish a Joint Committee, consisting of three (3) members from the IWA and three (3) members from the Industry, to study the practicability of a Troubled Employees Program.

ARTICLE XXII - 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. Aprons
 - 2. Hard hats
 - 3. Welding goggles, etc.
 - 4. Flotation equipment
 - 5. Dust protection
 - 6. Eye protection
 - 7. Ear protection
 - 8. 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 make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders and Tradesmen.
- (c) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
- 1. Caulk boots
 - 2. Safety shoes
 - 3. Rain gear
 - 4. Coveralls
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
- (e) An employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a one hundred and twenty dollar (\$120.00) caulk boot allowance,
- (i) if he has six (6) months' or more seniority, or
 - (ii) upon obtaining six (6) months' seniority.
 - (iii) Seasonal layoffs shall not interfere with the qualifying period herein.
- (f) **Crew Boat Safety**

The Parties agree to establish a Joint Committee to develop safety procedures, equipment standards, and training for the operation of "twelve passengers and under" crew boats. The Committee will be composed of three (3) company representatives and three (3) Union representatives knowledgeable in the transportation of workers.

The Joint Committee will consult with the appropriate authorities and with their assistance develop and implement procedures for:

- (i) Training Program for crew boat drivers.
- (ii) Develop and implement appropriate safety equipment standards.
- (iii) Procedures and standards for inspections of the equipment and condition of the crew boat(s).
- (iv) The Parties agree the Safety and Health Research Committee (Article XXIII) will be asked to coordinate and assist in the development of this program.

ARTICLE XXIII - SAFETY AND HEALTH RESEARCH PROGRAM

Effective June 15, 1989, an IWA-Forest Industry Safety and Health Research Program will be established on the following general principles:

- (a) The Plan will be jointly trusteed.
- (b) The Plan is to be funded on the basis of an Industry contribution of one-half (1/2) cent per hour per employee per hour worked, effective June 15, 1989.

- (c) The Trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.

ARTICLE XXIV - PENSION PLAN

(a) **Hourly Contribution**

The Industry contribution to the Pension Plan of one dollar seventy cents (\$1.70) per hour per employee per hour worked, which became effective July 1, 1988, will be increased by seventy cents (70¢) cents per hour, effective July 1, 1992, to two dollars forty cents (\$2.40) per hour per employee per hour worked. Effective July 1, 1993, employee contributions of ten cents (10¢) per hour per employee per hour worked will be added to the above contribution rate.

(b) **Unfunded Liability**

The Plan's Unfunded Liability Issue will be addressed by providing a one-time contribution of forty-four cents (44¢) per hour on October 1, 1994 and an additional one-time contribution of forty-four cents (44¢) per hour on July 1, 1995. These contributions will be based on all IWA-Forest Industry Pension Plan hours worked by each employer during the 1993 and 1994 calendar years respectively and result in no change to the ongoing shared \$2.50/hour contribution rate for the term of this agreement. These contributions, if matched by other Pension Plan Participating Employers, will result in the following projections of the unfunded actuarial liability based on contributory hours of 47.3 million hours in 1994, declining to 46 million hours in 1995, and declining by one million hours per year in each succeeding year to 2001, using an 8% interest assumption for solvency purposes, the Revised Mortality Basis, and Triennial Valuations:

1/1/94	\$553.9 million
1/1/95	461.6 million
1/1/96	370.3 million
1/1/97	283.7 million
1/1/98	228.8 million
1/1/99	171.2 million
1/1/2000	111.0 million

These contributions will allow the unfunded actuarial liability to be fully amortized in 7.7 years from 1/1/94. (The amortization period in the Preliminary Actuarial Valuation of December 31, 1993 is 9.1 years from that date.)

ARTICLE XXV - PERMANENT CLOSURES

The Industry agrees that employees affected by a permanent closure of certified Forest Industrial Relations Limited operations shall be given sixty (60) days' notice of closure.

ARTICLE XXVI - SEVERANCE PAY FOR PERMANENT LOGGING CAMP CLOSURE

- (a) Employees terminated by the employer because of permanent closure of a logging camp shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service and thereafter in increments of completed months of service with the Company.
- (b) Where a camp is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the camp relocation, they shall not be entitled to severance pay under this Article.
- (c) Where a logging camp is relocated and the employees involved are not terminated by the employer as a result of the logging camp relocation, they shall not be entitled to severance pay under this Article.

NOTE: There will be no pyramiding of severance pay by employees who may be entitled to severance pay from Forest Renewal BC Corporation and the Coast Master Agreement. A Joint Committee will be established to coordinate severance pay benefits under the Forest Renewal BC Corporation and Coast Master Agreement provisions.

ARTICLE XXVII - FORESTRY ENVIRONMENTAL COMMITTEE

The Parties agree that Forestry Environmental Committees in Logging shall be established by the License Holder and the Local Union.

ARTICLE XXVIII - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

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

Step Two

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

Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the Parties concerned.

Step Four

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

Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXX.

Section 2: Time Limit

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

ARTICLE XXIX - RIGHT OF REFERENCE

Section 1: Right to Refer

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 Right of Reference Committee hereinafter provided, and if either Party does make such reference, the other Party must accept the reference.

Section 2: Committee Composition

The Right of Reference Committee shall consist of three (3) representatives selected by the IWA-CANADA Negotiating Committee; and three (3) representatives selected by the Companies represented in the negotiation of this Agreement; and the two (2) Committees may be represented by one or more Parties selected by them.

Section 3: Agreement

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

Section 4: Disagreement

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

Section 5: Arbitration

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

ARTICLE XXX - 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 XXVIII, 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.

After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt 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, IWA-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.
- (f) The Parties shall appoint a panel of eight (8) arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) arbitrators before September 1, 1984, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
- (g) The single arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of 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.

Section 6: Independent Companies

- (a) In the event of an interpretation dispute arising between an IWA Local Union and a Company bound by the Master Agreement who is not a member of Forest Industrial Relations Limited, it is hereby agreed that the matter shall be referred to Forest Industrial Relations Limited and IWA-CANADA, in accordance with Article XXIX.
- (b) If agreement is reached in Right of Reference Committee, the Local Union and the independent Company shall be advised of the interpretation as agreed upon.
- (c) If the dispute is submitted to arbitration under the provisions of Section 1 herein Forest Industrial Relations Limited shall have the right to appear at the hearing thereof and make representations as an interested party.

ARTICLE XXXI - 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 XXXII - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15th day of June, 1994, to midnight the 14th day of June, 1997, 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 15th day of June, 1997. 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

IWA-CANADA, C.L.C.,

LOCAL NO. 1-71

FOR THE COMPANY:

E. & O.E.
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SUPPLEMENT NO. 5

MEMORANDUM OF AGREEMENT

FIRE FIGHTING

FOREST INDUSTRIAL RELATIONS LIMITED on behalf of its MEMBER COMPANIES and the Negotiating Committee of IWA-CANADA, C.L.C., on behalf of Local Union 1-71, 1-80, 1-85, 1-217, 1-3567, and 1-363, agree to the following terms and conditions applicable from the start of the 1966 fire season for the duration of the current Master Agreement during the "Company Responsibility Fires" in which the employer-employee relationship exists under the said Master Agreement.

1. DEFINITIONS

- (a) **Accidental Fire:**
Any fire not deliberately ignited by the Company to dispose of slash or waste and which requires active measures to extinguish.
- (b) **Slash Escape Fire:**
Any slash fire ignited by the Company which has escaped the predetermined boundaries and requires active measures to extinguish.
- (c) **Slash Control Fire:**
Any slash fire ignited by the Company which is contained within the predetermined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in (a) and (b) above.
- (d) **Company Responsibility Fire:**
Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.
- (e) **Forest Service Fire:**
Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish.
- (f) **Fire Fighting Rates:**
The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Agreement.
- (g) **Regular Job Rates:**
Rates of pay to employees for the performance of their regular jobs, as set out in Wage Supplement to Master Agreement.
- (h) **Statutory Rates:**
Rates of pay established by B.C. Forest Service for fire fighters.

2. COMPANY CONTROLLED TIMBER

- (a) Notwithstanding the foregoing, when the Company directs its employees to fight fire on Company controlled timber or to fight fire on property adjacent to Company controlled timber which is threatening Company controlled timber the Company will pay these employees at the fire fighting rates set out in Section 3 of this Supplement.
- (b) Where the B.C. Forest Service directs the Company to provide its employees for fighting fires in circumstances other than those set out in (a) above these employees will be paid at the Statutory Rates.

3. FIRE FIGHTING RATES

- (a) The basic rate shall be \$19.17 per hour effective June 15, 1994; \$19.74-½ per hour effective June 15, 1995; and \$20.14 per hour effective June 15, 1996; and shall apply to all employees engaged in fighting Accidental or Slash Escape Fires except those performing one of the following fire fighting jobs:

SUPPLEMENT NO. 5, Section 3(a) - cont'd.

15/95 Hour	Effective Category	Effective June 15/96 Per Hour	Effective		
			June 15/94 Per Hour	June Per	
	Crew Boss		\$21.41½	\$22.05½	\$22.49½
	Cat Operator		21.09½	21.73	22.16½
	Power Saw Operator		22.88½	23.57	24.04
	Mechanics		Mechanics' regular job rate		
	Slip-on Tank and/or Trailer Tanks with Pump Driver/Operator		\$21.09½	\$21.73	\$22.16½
	Water Tank Truck with Pump Driver/Operator		20.31	20.92	21.34
	Service Truck/Bus Driver	19.42½	20.01	20.41	
	Pumpman		19.76½	20.36	20.76½

The general wage increases provided for all employees in Article X, Section 1(a) have been incorporated into these rates.

- (b) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in fire fighting. This shall not include cook and bunkhouse personnel, tradesmen, mechanics, or other categories servicing, feeding, or supplying fire fighters from areas removed from the area of the fire or fires unless the duties performed during any day in question are exclusively related to fire fighting operations.
- (c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- (d) Where employees are working in job classifications during the fire fighting, other than those set out herein, job rates shall apply.

4. BOARD AND LODGING

- (a) Employees who commute from home or camp are expected to "carry a lunch." Additional meals where required will be at Company expense.
- (b) Employees required to live away from their private residence will receive board and lodging at Company expense.
- (c) Employees living in fly camps will receive board and lodging at Company expense.

5. TRAVEL TIME

Travel time for employees engaged in fire fighting will be paid in accordance with the Coast Master Agreement, except for the overtime provisions hereof.

6. SLASH BURNING

- (a) All employees engaged in watching or controlling slash fires which have been set by the Company will be paid their regular job rate and overtime conditions will apply.
- (b) The arbitration award of the late Chief Justice Gordon McG. Sloan handed down on the 23rd day of February, 1948, shall apply to (a) herein.

7. INTERPRETIVE NOTES

- (a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire watchers will revert to the normal conditions provided for in the Master Agreement.
- (b) Notwithstanding any of the conditions herein, if any equipment possessing residual value to the operation is manufactured or created, the work performed thereon shall be subject to regular rates.
- (c) The meaning of the word "extinguish" as used in this Agreement, shall include the act or process of suppression to the point when the fire requires fire watchers only.

SUPPLEMENT NO. 5 - cont'd.

8. All provisions of the Master Agreement except as amended or modified herein shall continue to apply.

Signed on behalf of
IWA-CANADA, C.L.C.,
LOCAL NO. 1-71

FOR THE COMPANY:

SUPPLEMENT NO. 6

MEMORANDUM OF AGREEMENT

FARE ALLOWANCE

FOREST INDUSTRIAL RELATIONS LIMITED on behalf of its MEMBER COMPANIES and the Negotiating Committee of IWA-CANADA, C.L.C., on behalf of Local Unions 1-71, 1-80, 1-85, 1-217, 1-3567, and 1-363, agree as follows:

**Re: Application of the Provisions of Article XV
(Fare Allowance), Coast Master Agreement, 1991-1994**

We, the undersigned Parties to this Memorandum, agree that the provisions of Article XV shall be applied as follows on the specific questions dealt with below:

1. (a) Those employees who were in receipt of the Queen Charlotte Islands nine cents (9¢) per hour differential on June 15, 1968, shall include all employees otherwise entitled to the differential but who were/are on authorized leave of absence before or after that date.
- (b) Employees receiving red circle protection on the nine-cent (9¢) differential shall also be entitled to fare allowance on the same basis as if they were not in receipt of the differential, subject to the conditions set out below.
2. Employees with three (3) months' seniority, or more, who are absent due to injury or illness, shall receive the cost of their round trip transportation upon returning to camp on one of the following bases:
 - (a) From the point of final hospitalization if more than one point of hospitalization is involved.
 - (b) From the point of residence if the final point of hospitalization is outside the Province of British Columbia.
 - (c) From the point of final convalescence if more than one point of convalescence is involved.
 - (d) From the point of residence if the final point of convalescence is outside the Province of British Columbia.
 - (e) To obtain fare for convalescence or hospitalization a medical certificate is required if requested by the employer. The term "convalescence" shall include treatment by a physician, surgeon, chiropractor, physiotherapist, eye specialist, dentist, etc., even though no hospitalization is required. For optical or dental work a medical certificate is required stating that emergency treatment was necessary.
 - (f) There shall be no restrictions on fare entitlement except that it shall be limited to the cost of round trip transportation to the nearest appropriate medical facilities and as outlined in (e) above.
3. There shall be no duplication of fares paid for any one trip where an employee qualifies under Clauses (a) and (c) of Section 1 of Article XV of the Coast Master Agreement.
4. Under no circumstances shall payment of fare allowance under this Section be greater than the cost of round trip transportation between the operation in question and Vancouver.

Signed on behalf of
IWA-CANADA, C.L.C.,

LOCAL NO. 1-71

FOR THE COMPANY:

SUPPLEMENT NO. 8

ALTERNATE SHIFT SCHEDULING

1. FLEXIBILITY OF HOURS OF WORK

The Parties recognize the need for flexibility of hours other than those outlined in Article V - Hours of Work, Section 1, for the express purpose of better utilization of manpower and equipment such as:

- Balancing of production
- Maintenance
- Market requirements
- Even flow production
- Continuous scheduling (e.g., Logging,
Engineers, Firemen,
Maintenance, Watchmen)

- 2.**
- (a) The Company and Local Union agree the Forest Industrial Relations Ltd. - IWA-Canada Joint Alternate Shift Committee will be invited into the operation to discuss and assist in preparing the Company and the Local Union for their discussion on Alternate Shift Schedules.
 - (b) The Joint Committee is to provide an overview of "items to be considered", provide explanatory information concerning the process, preparation assistance and other information the parties may require.

3. SHIFT SCHEDULING

The Parties agree that the following shift schedules will provide the flexibility required to meet the needs expressed above.

- (a) **Logging**
 - (i) compressed schedules consisting of 10 hours per hour, 4 days per week;
 - (ii) continuous schedules such as 4 days on, 4 days off, or 7 days on, 7 days off.
 - (iii) non-continuous schedules such as 10 days on, 4 days off, or 15 days on, 6 days off, or 20 days on, 8 days off, to consist normally of 8 hours per shift.
- (b) **Manufacturing**
 - (i) 2 crews working 4 days, 10 hours per shift;
 - (ii) 3 crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week;
 - (iii) 4 crews working in continuous 7-day operations may be scheduled to work shifts other than (i) or (ii) above.
- (c) **Maintenance**
 - (i) shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive;
 - (ii) three shifts per week, not exceeding 12 hours per day.
- (d) **Other Shifts**

It is understood the Parties can establish other shifts by mutual consent to meet local conditions.

4. IMPLEMENTATION

Any variation(s) to Article V - Hours of Work, Section 1, shall be implemented only upon completion of the following steps:

- (a) The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article V, Section 2. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
 - (i) Details of shift.
 - (ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave and Jury Duty.
 - (iii) Maximum lengths of shifts for physically demanding or dangerous occupations. Accident risk is a factor to be taken into account in determining shift lengths.
 - (iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.

SUPPLEMENT NO. 3, Section 4(a) - cont'd.

- (v) The use of employees for supplementary production work.
- (b) A joint committee will be established composed of four (4) members from the IWA and four (4) from the Industry.

This committee will assist the Parties in negotiating an agreement under this Supplement, if requested by either Party.
- (c) Following agreement being reached, a four calendar month trial period will be implemented after which the Local Union will conduct a ballot of those affected by the schedule.
- (d) Where the crew votes to reject an alternate shift schedule that schedule shall cease immediately unless agreement is reached between the Local Union and the Company on other arrangements.
- (e) The Camp Committee and the crew will be actively consulted by the Parties during this process.
- (f) The Company or the Local Union shall have the right to terminate any agreement upon thirty (30) days' notice to the other Party.

5. GENERAL PRINCIPLES

When an alternate shift schedule is in effect other provisions of the Master Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five-day work schedule.

- (a) The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- (d) This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
- (e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (f) Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- (g) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- (h) An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- (i) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

Signed on behalf of
IWA-CANADA, C.L.C.,
LOCAL NO. 1-71

FOR THE COMPANY:

