

COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 7th day of March 1997.

BETWEEN:

INTERNATIONAL FOREST PRODUCTS LIMITED
ALBION DIVISION
(Hereinafter known as the "Company")

OF THE FIRST PART,

AND:

IWA-CANADA, LOCAL 1-3567
(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 cooperate fully, individually and collectively, for the advancement of said conditions.

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

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

ARTICLE 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:

except confidential employees, office employees and those employees with the authority to hire or discharge.

- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XXI, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXII, Section 1.

- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

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

Section 3: Bargaining Authority

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

Section 4: Access to Operation

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

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 the 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: Cooperation

The Company will cooperate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present 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 1st day of January 1983, 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 terms 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 National Constitution and in accordance with the By-Laws of Local 1-3567.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6: Check-off

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

IWA-CANADA

CHECK-OFF

Starting Date _____, 19____

Name of Employer

Name of Employee

Address

Postal Code

Phone

Operation

Social Insurance Number

Are you a Member of IWA-CANADA? _____

In what IWA-CANADA operation were you last employed? _____

Local Union _____

I HEREBY AUTHORIZE AND INSTRUCT YOU TO DEDUCT FROM MY WAGES AND PERMIT 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 _____, 1992

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 IWA-CANADA, Local 1-3567 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.

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 two (2) employees and not more than five (5) 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 Section 1,2 and 3 will not apply in reference to Article XVI - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours 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 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 on Sunday, except as provided in Section 1 (b) above.

Section 2: Alternate Shift Scheduling

- (a) The Company shall have the right to introduce a shift schedule of four (4) ten (10) hour days per week after discussion with the Union.
- (b) Management, Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which may include Sunday, without overtime penalty except for hours worked on Sunday, provided the principle of the forty (40) hour week is maintained over an averaging period (e.g. 10 days on, 4 days off). Rate and one-half shall be paid for hours worked on Sunday.
- (c) When alternative schedules have been implemented in accordance with (a) or (b) 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.

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 performed on Sunday 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 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 work 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: Tuesday to Saturday

It is agreed that maintenance, repair and construction employees can be employed on a Tuesday-to-Saturday work week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half except as provided in Section 1 (b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company the rate of

pay will be rate and one-half. However, if the employee requests a temporary change from his rest day on Monday, work performed on Monday will be paid for at straight-time.

Section 6: Completion of Afternoon Shift

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three-shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

Section 7: Three Shift Operations

- (a) The Company shall have the right to operate the plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- (b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

Section 8: Swing Shift

- (a) The working force on the day shift in manufacturing plants shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.
- (b) The Parties agrees to establish a Joint Committee to discuss the extension of the provisions of (a) to the logging sector of the Industry.

Section 9: Rest Periods

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

Section 10: Hot Meals

Where maintenance, repair or construction employees are required to work two (2) hours or more overtime beyond their normal shift, the Company shall provide a hot meal, such hot meal to be consumed by the employee on Company time before beginning the overtime work.

Section 11: 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 cooperate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

Section 4: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period 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 6-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 6-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 XIV - 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 6-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 *seven (7) days'* 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

The parties agree that the rates for the term of this agreement will be as follows and as shown in Appendix I.

Effective March 7, 1997

Mill Operator Rate	\$20.78 per hour
Molder Resaw Set-up	\$25.605 per hour

Effective June 15, 1997: Increased by one percent (1%)

Mill Operator Rate	\$20.99 per hour
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Molder Resaw Rate \$25.86 per hour

Effective June 15, 1998: Increased by two percent (2%)

Mill Operator Rate 21.41 per hour

Molder Resaw Rate 26.375 per hour

Effective June 15, 1999: Increased by two percent (2%)

Mill Operator Rate 21.84

Molder Resaw Rate 26.905

First Aid Ticket Premiums - Designated Duty First Aid Attendant

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

Level 2 - Fifty cents per hour (50 /hr.)

Level 3 - Eighty-five cents per hour (85 /hr.)

Section 2: Graders and Tallymen

- (a) Graders and grader-tallymen with grading certificates shall receive a premium of twenty-five cents (\$0.25) per hour.
- (b) Grading tickets shall be permanent and valid certificates.
- (c) All graders holding grading tickets shall attend upgrading classes as required.
- (d) Graders who are required to attend upgrading classes (rule changes) shall receive their regular straight-time job rate for time spent in attending said classes.

Section 3: Tools

- (a) Insurance:
 - (i) The Company shall, upon the signing of this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are required to be used in the performance of their work.
 - (ii) The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its employees which are required to be used in the performance of their work, for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of fifty dollars (\$50.00) in respect of each employee's claim.
- (b) Damaged or Broken:

The Company will repair or replace tools damaged or broken in the performance of regular duties.
- (c) Metric Tools:

The Company will make available tradesmen's tools required upon the introduction of the metric system.

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 (\$0.31) 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 (\$0.31) premium rate for all hours worked outside the recognized day shift.

Section 5: 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 Men.

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: Statutory Holidays

- (a) All employees in manufacturing plants who work on New Year's Day, the designated Easter Holiday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section 2(b) (B).
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.

(See Memorandum of Agreement dated March 13, 1995)

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 regularly scheduled work day before, and his first regularly 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 XV, Section 7 (a) or any employees while members of a Negotiation Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: 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 4: Casual Employees

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

Section 5: 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

Effective March 7, 1995, 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 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 January 7 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 periods provided for in Section 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 Section may be taken consecutively with the vacation periods provided for in Sections 1, 2 or 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 eight (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.

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 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 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) In the case of a pieceworker, the rate of the employee's regular job will be determined by computing the employee's hourly average earnings for the days actually worked during the pay period immediately preceding the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (d) 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 percent (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), two percent (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 XV, 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 XV, 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 date, 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.

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.

ARTICLE XII - HEALTH AND WELFARE

Section 1: Insurance Coverage

The following coverage will be instituted under the IWA/Forest Industry Health and Welfare Plan 2:

- (a) Group Life Insurance for each qualified employee effective June 5, 1997, \$70,000.00. Effective June 15, 1998 -\$ 80,000.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee effective June 15, 1997, \$70,000.00. Effective June 15, 1998 - \$80,000.
- (c) Weekly Indemnity as follows: Effective June 15, 1996, in the amount of Four Hundred and forty - nine dollars (\$449.00) per week for fifty-two (52) weeks.

- (d) Laser Surgery: Surgery performed by laser beam, rather than by the traditional scalpel method, will be recognized as surgery for the purposes of the Weekly Indemnity Plan. This will mean that a covered member who has laser surgery (for other than cosmetic purposes) and is disabled from work while recovering will be entitled to WI benefits from his/her first day of disability and will not have to serve the 5-day waiting period.
- (e) Cheque Routing: At the present time, weekly indemnity cheques are sent to the employing operation for distribution to employees on claim unless the operation has made an arrangement with the Plan to have all the cheques mailed directly to the claimants. The new procedure negotiated will allow an individual to decide on where his/her cheque will be sent by checking a box on the Weekly Indemnity Claim Form. Employers will continue to receive, for their records, documentation of WI cheques sent to their employees.

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.

Section 2: 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, 1997, payment up to a maximum of (\$200.00) 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, 1999, payment up to a maximum of \$250.00 per person.
- (c) Vision Care - effective June 15, 1997, the limit will be \$200 per member or dependent in any 24-month period, rising to \$250 on June 15, 1999.
- (d) Physiotherapy/Massage Practitioners - effective June 15, 1997, the limit will be \$550 per member or dependent per calendar year.
- (e) Orthopaedic Shoes - effective June 15, 1998, for adults, the limit will be \$500 per calendar year; for children, the limit will be \$300 per calendar year.
- (f) Chiropractors and Naturopaths - effective June 15, 1998, the limit will be \$600 per calendar year.
- (g) Orthotics - coverage for orthotics will be introduced into the EHB Plan effective June 15, 1998, with a limit of \$200 per member or dependent per calendar year.
- (h) Hearing Aids - effective June 15, 1999, the hearing aid limit for children will be \$550 per every five years; for adults the limit will be the same provided alternate coverage (from WCB, for example) is not already provided for.

Section 3: 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 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
- (e) 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.
- (f) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (g) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XV - 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 satisfied 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.
- (h) Employees on extended leave of absence under Article XV - 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 4: 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) - Plan pays 60% of approved schedule of fees.
 - (iii) Orthodontic (Plan C) - Plan pays 50% of approved schedule of fees (lifetime maximum \$2,500).
Effective June 15, 1998, increase the lifetime maximum limit for Plan C (Orthodontic) from \$2500.00 to \$3000.00 for children only.
- (b) The principles set out in Section 3 shall apply to the Dental Plan.

ARTICLE XIII - LONG TERM DISABILITY PLAN

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

- (a) The Plan will become effective March 7, 1988.

- (b) The Plan to be funded on a 50/50 cost sharing basis with contributions of 34 ¢ per hour per employee per hour worked, of which the Company will contribute 17 ¢ and the employee will contribute 17 ¢, commencing March 7, 1995. Contributions will be increased to thirty-nine cents (39 ¢) per hour per employee per hour worked effective June 15, 1995, of which the Industry will contribute nineteen & one-half cents (19 1/2 ¢) and the employee will contribute nineteen & 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 the 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.

ARTICLE XIV - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. (See attached Letter of Understanding re Interpretation and Application - Appendix #2) dated September 21, 1988.
- (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 & 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 plan 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 plan seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to obtain a job paying a higher rate subject to the competency of the person involved & provisions of Section I.
- (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

In order that employees may indicate an interest in a position, permanent job vacancies will be posted in advance for a period of not less than two (2) working days except when otherwise agreed.

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 of those laid off; and within ninety (90) days for those terminated as a result of a permanent closure.

Section 6: Hiring Preference

See attached Letter of Agreement.

Section 7: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.

Section 8: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

Section 9: Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:
- (i) If the Supervisor does not have 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.

ARTICLE XV - 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 shall 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 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 may 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, daughter-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. 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.

ARTICLE XVI - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

- (a) The Management of every operation shall maintain as Accident Prevention Committee consisting of not more than six (6) 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 Meeting

- (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 XVII - SAFETY EQUIPMENT

- (a) Where the following articles of equipment are required to be used by the Employer or by the Workers' Compensation Board, the Employer Shall:

- (i) Supply new employees with the articles of equipment as required.
 - (ii) Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move.
 - (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	5. Dust protection
2. Hard hats	6. Eye protection
3. Welding goggles, etc.	7. Ear protection
4. Floatation equipment	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 of End Sprayers, Panel Sprayers, Oilers, Filer-Grindermen 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	3. Rain gear
2. Safety shoes	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.

ARTICLE XVIII - PENSION PLAN

The Company contribution to the IWA/Forest Industry Pension Plan will be as per Article XXX (a) (b) FIR/IWA Coast Master Agreement.

ARTICLE XX - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

- (a) Effective June 15, 1997, employees terminated by the employer because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days pay for each year of continuous service and thereafter in increments of completed months of service with the Company.
- (b) Where a plant 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 plant relocation, they shall not be entitled to severance pay under this Article.

ARTICLE XXI - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The company and the Union mutually agree that, when a grievance arises in the plant 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 a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with the Manager, 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 Three

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

Step Four

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

Section 2: Time Limit

If a grievance has not advanced to the next stage under Steps Two, Three or Four 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 XXII - 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 © 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 to appoint a judge wither 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 XXI, 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 Local Union, Region 1, 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) the 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: Cost Sharing

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

Section 4: Place of Hearing

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

ARTICLE XXIII - 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 XXIV - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 7th day of March, 1997 to midnight the 6th day of March, 1999, 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 7th day of March, 2000. 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 66(2) of the Labour Code of British Columbia Act, R.S.B.C. 1979, c. 212, is excluded from this Agreement.

IWA-CANADA
LOCAL 1-3567

INTERNATIONAL FOREST
PRODUCTS LIMITED

