

**2009 To 2013 PPWC Local 9 and Ainsworth Lumber Company, 100 Mile House OSB Collective Agreement**

THIS AGREEMENT entered into the 1<sup>st</sup> day of July 2009

BETWEEN: Ainsworth Lumber Co. Ltd., OSB-100 Mile House Division  
(Hereinafter known as the 'Company')  
OF THE FIRST PART

AND: Pulp, Paper and Woodworkers of Canada Local 9  
(Hereinafter known as the 'Union')  
OF THE SECOND PART

1. WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company.

NOW THEREFORE the Parties hereto mutually agree as follows:

**ARTICLE 1 – BARGAINING AGENCY**

**Section 1:**

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

**Section 2:**

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

**ARTICLE 2 – DEFINITION**

The term 'Employee' as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the PPWC Local 9 have been certified as bargaining agents, except and excluding foremen and others having authority to hire and fire, office workers, supervisory officials and salesmen.

## **ARTICLE 3 – MANAGEMENT**

### **Section 1:**

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

### **Section 2:**

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

## **ARTICLE 4 - UNION SECURITY**

### **Section 1:**

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:**

All employees who entered into the employment of the Company on or after the 1<sup>st</sup> day of September, 1956, 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:**

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

### **Section 4:**

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

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

### **Section 5:**

a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the PPWC Local 9 Constitution and in accordance with the By-laws of PPWC Local 9 which the Local Union certified as being correct.

b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

**Section 6:**

The Company shall allow a local Union representative an opportunity to speak with and sign up all new employees during their Company indoctrination.

**Section 7:**

This Assignment, in the case of Employees already members of the Union shall be effective immediately and for those Employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein, no later than the 15<sup>th</sup> day of the month following the month in which the deduction was made from the employee, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

**Section 8:**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

**ARTICLE 5 - WAGES**

**Section 1:**

- Following formal written notice of ratification of the 2009 to 2013 Collective Agreement from the Union, a lump sum payment of a gross amount of five-hundred dollars (\$500.00) will be processed for all regular (non-probationary) employees.
- Effective the commencement of the first pay period following formal written notice of ratification from the Union of the 2009 to 2013 Collective Agreement, the hourly rate for all certified trades employees will be increased by \$0.75/hour.
- Effective July 1<sup>st</sup>, 2011 the wages of all hourly rated employees will be increased by two percent (2%) per hour.
- Effective July 1<sup>st</sup>, 2012 the wages of all hourly rated employees will be increased by two percent (2%) per hour.

0 to .49 – down to the nearest cent  
.50 to .99 – up to the nearest cent

The basic rate for common labour shall be:

- i) Effective July 1, 2009 \$24.08
- ii) Effective July 1, 2010 \$24.08
- iii) Effective July 1, 2011 \$24.56
- iv) Effective July 1, 2012 \$25.05

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 2: Tradesmen**

i) Effective July 1, 1994, a twenty-nine cents (29¢) increase to certified trades categories so that the total ticket premium will be fifty cents (50¢) per hour.

ii) The rates resulting from the application of the above premium and the conversion percentage herein will be rounded as follows:

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

**Section 3: First Aid Attendants:**

a) All First Aid Attendants holding a valid WCB Level 3 First Aid Ticket shall receive their job rate of pay plus the Ticket Premium rate. All other employees holding valid First Aid Tickets shall receive a premium of five cents (5¢) per hour over and above their job rate. On the first of the month following the ratification of the 2003 to 2009 Collective Agreement, the Level 3 First Aid premium will be increased from \$0.85 to \$1.00 per hour. There shall be no stacking or pyramiding of premiums.

b) Where a company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.

c) Effective December 1, 2003, premiums for designated First Aid Tickets shall be:

Level 3	\$1.00 per hour
Level 2	\$0.50 per hour
Other Valid First Aid Tickets	\$0.05 per hour

**Section 4: Welders:**

a) Effective July 1, 1981, the following shall be the classification of welders in manufacturing conditional on the welders being qualified as required under the Standard Forest Industry Welding Specifications and either having completed the three (3) year apprenticeship program or having worked in the trade for six thousand (6,000) hours as a welder.

Group 1 – Welder	(FI-101 - FI-102)
Group 2 – Welder	(FI-103, DPW1, DPW2)
Group 3 – Welder	(Uncertified)

b) Employees employed as welders and who are required by the employer to renew their welding qualifications shall be granted up to five (5) days paid leave of absence to attend school for instruction. The Company shall pay the cost of instruction and examinations.

**Section 5:**

It is agreed that employees engaged on contract or piecework shall not receive less money than the equivalent of the hourly rate specified in the wage schedule for the number of hours worked in each pay period.

**Section 6:**

The first (1<sup>st</sup>) shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift shall be regarded as the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts.

Premium rate for second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts shall be thirty-one cents (31¢) per hour. A day shift employee working in excess of this regular shift will be paid rate and one-half without the differential.

Any employee on the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift working in excess of his/her regular shift shall receive rate and one-half. For the purpose of the last sentence rates shall be rate plus thirty-one (31¢) cents.

Persons employed on other than on regular shifts, shall be paid the thirty-one (31¢) cents premium rate for all hours worked outside the recognized day shift.

**Section 7:**

In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the representatives of the Company to discuss designation and wage rates to be paid to the employees concerned.

**ARTICLE 6 - PAY DAYS**

- a) The Company shall provide for pay-days every second week.
- b) Each employee shall be furnished with an itemized statement of earnings and monthly deductions.
- c) 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 this Collective Agreement.

**ARTICLE 7 - HOURS OF WORK AND OVERTIME**

It is understood by both parties that the plant operates on a continuous basis. Given that, employees may be assigned to one of the shift schedules outlined in this Article, and the criteria for the payment of overtime rates and related hours of work and overtime issues are defined in this article.

## **SECTION 1:**

The regular hours of work for employees are as follows:

### **A. EIGHT (8) HOUR SHIFT SCHEDULE**

The regular hours of work for employees shall be eight (8) hours per day and forty hours per week, Monday to Friday inclusive. Maintenance employees can be scheduled on a Tuesday to Saturday basis. Shifts may be scheduled on either day shift, afternoon shift, graveyard shift.

- i) The Employer shall have the right to operate the eight-hour shift schedule 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 Employers' option. It is agreed that the above will only apply to those employees actually working on a three-shift basis. The employer shall have the right to determine the number of shifts operated in any unit or department of the operation.

### **B. TEN (10) HOUR SHIFT SCHEDULE**

This schedule consists of four (4) consecutive shifts of ten (10) hour duration, followed by three consecutive days off, Monday through Saturday inclusive.

### **C. TWELVE (12) HOUR SHIFT SCHEDULE**

This schedule consists of four (4) consecutive twelve (12) hour dayshifts, followed by four (4) consecutive days off, followed by four (4) consecutive twelve (12) hour night shifts, followed by four (4) consecutive days off.

### **D. OTHER SHIFTS**

Management and the Local Union shall have the right under the collective agreement to agree upon and implement other schedules consistent with the principle of a 40-hour workweek over an averaging period.

This section shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

## **SECTION 2: OVERTIME**

**A. EIGHT (8) HOUR SHIFT SCHEDULE**

- i. Daily – time and one half will be paid for the first three (3) hours beyond the completion of eight (8) hours and double time for hours worked in excess of eleven (11) hours worked in a day.
- ii. Weekly – time and one half after forty (40) hours up to forty-eight (48) hours and double time thereafter. Excluded from this calculation are the hours calculated in A (i) above. For this purpose a week runs from Sunday through Saturday. Double straight time rates shall be paid for hours worked on Sundays for employees who have worked five (5) shifts during the preceding six (6) days. For the purpose of this provision a statutory holiday will be considered as a shift worked.

**B. TEN (10) HOUR SHIFT SCHEDULE**

- i. Daily – time and one half for the first hour beyond the completion of ten (10) hours, and double time for hours worked in excess of eleven (11) hours in a day.
- ii. Weekly – time and one half after forty (40) hours up to forty-eight (48) hours and double time thereafter. Excluded from this calculation are the hours calculated in B (i) above. For this purpose a week runs from Sunday through Saturday. Double straight time rates shall be paid for hours worked on Sundays for employees who have worked the 4 X 10 hour schedule during the preceding six (6) days. For the purpose of this provision a statutory holiday will be considered as a shift worked.

**C. TWELVE (12) HOUR SHIFT SCHEDULE**

- 1) Shift is working an alternate week (3 day work week) any time over their regular scheduled 36 hours will be considered overtime. Overtime will be limited to 8 hours for the first unscheduled day and all hours thereafter paid at double time rate. *(If 8 hour is not reached in the first unscheduled day, any other unscheduled days will be paid at overtime until the 8 hour (weekly) maximum is reached.)*
- 2) Shift is working a non alternate week (4 day work week) any time over the weekly regular time maximum of 44 hours regular time will be considered overtime. Therefore their regular scheduled shift would be 44 hours paid at regular and 4 hours paid at overtime. Overtime will be limited to 4 hours overtime for the first unscheduled day and all hours thereafter paid at double time rate. *(If 8 hour limit is not reached in the first unscheduled day, any other unscheduled days will be paid at overtime until the 8 hour (weekly) maximum is reached.)*
- 3) Either shift (alternate or non alternate) working longer than 12 hours per day will be paid all additional hours at double time rate of pay.
- 4) For the purpose of this provision a statutory holiday will be considered as follows:
  - o When a statutory holiday falls in concert with the scheduled shift, and is worked, the hours worked will be considered for the purpose of this provision. If no hours are worked, the statutory holiday will be considered as a shift worked.

- When a statutory holiday falls such that it is not in concert with the shift schedule, it will be considered as a shift worked.

### **SECTION 3:**

- A. Employees who are scheduled and who report for their scheduled shift and find no work available due to reasons beyond his/her control shall be entitled to two (2) hours straight time pay. This shall apply unless the Company gives notice canceling the shift or call-in. Notice is deemed to be given by an announcement over the appropriate local radio station(s), prior to the commencement of the shift.
- B. When an employee is scheduled and actually starts work, he/she shall receive four (4) hours pay at his/her regular rate unless work is suspended because of inclement weather, or other reasons completely beyond control of the Company.

### **SECTION 4: CALL-BACK TIME**

- a) Employees called back to work after completion of their regular scheduled shift shall be paid a minimum of three (3) hours at appropriate overtime rates.
- b) When shift coverage is required to complete a twelve (12) hour maintenance shift on an emergency basis, the remainder of the shift shall be covered by the most senior trades person left on site in the category required.

### **SECTION 5: REST PERIODS**

#### **A. EIGHT (8) HOUR SHIFT SCHEDULE**

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

#### **B. TEN (10) HOUR SHIFT SCHEDULE**

Employees will be provided two (2) fifteen minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift, and an unpaid thirty minute lunch break.

#### **C. TWELVE (12) HOUR SHIFT SCHEDULE**

Employees will be provided two (2) twenty-two and one half minute breaks, one (1) within each half of a shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift, as well as a paid 30-minute lunch break.

### **SECTION 6:**

When an employee is unavoidably prevented from reporting for his/her scheduled shift, if reasonably possible, he/she must give notice to his/her foreman, or at the Company office, at least two hours before the shift commences.

### **SECTION 7: 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 to be consumed by the employee on Company time before beginning the overtime work.

## **SECTION 8: SPARE BOARD EMPLOYEES**

It is agreed that spare board employees may be scheduled up to 12 hours per day, and overtime rates will apply after 40-hours in a week. Overtime will be paid at time and one half up to 48 hours and double thereafter. For the purpose of this provision a statutory holiday will be considered as a shift worked.

## **ARTICLE 8 - SENIORITY**

### **Section 1:**

a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until thirty (30) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.

b) It is agreed that probationary employees will have preference over Casual Employees for any work performed during the normal workweek, subject to competency.

c) It is further agreed that in the application of b) 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.

d) Upon completion of thirty (30) days worked, they shall be regarded as regular employees, and shall 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) days worked shall only be cumulative within the three (3) calendar months following the date of entering employment.

### **Section 2:**

a) The Company recognizes the principle of seniority, competency considered.

b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.

c) Where the Company operates more than one plant, each such plant will be considered separately for seniority purposes; except where the Union and the Company agree upon some different arrangement.

### **Section 3:**

a) When making promotions, the Company agrees to give due consideration to length of service.

b) In the event of a reduction of forces the last person hired shall be the first released, subject to the provisions of Section 2 of this Article.

c) During a reduction of forces where an employee's seniority is such that he/she will not be able to keep his/her regular job he/she may elect whether or not to apply his/her seniority to obtain a lower paid job or

a job paying the same rate of pay or a job paying a higher rate of pay or accept a lay-off until his/her regular job becomes available, provided however:

- 1) If during the lay-off period the employee wishes to return to work and so notifies the Company, he/she shall be called back to work as soon as his/her seniority entitles him/her to a job.
- 2) The application of this provision shall not result in an employee, in the exercise of his/her rights, bumping an employee with less seniority.

**Section 4:**

- a) It is agreed that when employees are to be re-hired after a layoff, it shall be done on the basis of the last person released shall be the first person re-employed, subject to provisions of Section 2 a). It is agreed that in cases of emergency the application of plant seniority may be postponed for such period as may be necessary, but not exceeding three (3) days. If the Company decides to exercise this provision, it shall notify the Committee or the Local Union immediately.
- b) Where a reduction of forces is caused by emergency conditions, the application of 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 rights under this provision it shall notify the Shop Committee as soon as possible.

**Section 5:**

- a) When re-employing, in accordance with Section 4, after seasonal shut-down, all employees shall be notified by telegram or registered letter at least seven (7) days before re-starting of operation. The employees must reply by telegram or registered letter in the affirmative within ninety-six (96) hours of the telegram or registered letter being sent out by the Company, and appear for work not later than the above stated seven (7) day period.
- b) Employees resident in the Province of Alberta or the Yukon Territories shall be entitled to one (1) additional day to report and employees resident in any other Canadian Province or the United States shall be entitled to two (2) additional days to report.
- c) It shall be the employees responsibility to keep the Company informed of his/her address during the period of shut-down.
- d) It is agreed that all employees shall, upon returning to employment, in accordance with this section, retain all seniority rights.

**Section 6:**

It is agreed that upon the request of the Union a list will be supplied by the Company setting out the name and the starting date with the Company of each regular employee; however, such request shall not be granted more than twice during each year of the term of the Agreement.

The Company will advise the Union once each month of changes to the said list.

**Section 7:**

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

- a) Employees with less than one (1) year's service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more year's service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.
- c) A laid-off employee's seniority retention as provided for in a) and b) above will be re-instated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

**Section 8:**

It is agreed that when the Company has transferred an employee to a supervisory or staff position, he/she will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period, the individual shall have the right to return to the bargaining unit job, which he/she would have held if he/she had not left the bargaining unit. (In special cases this ninety (90) day period may be extended for up to a further ninety (90) days by mutual agreement between the Company and the Shop Committee.) At the expiration of the period mentioned above, his/her seniority will be frozen. Thus, if at a later date, he/she ceases to be a supervisor or staff worker and the Company desires to retain his/her services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however, that any employee so reinstated must return to the job held at the time of his/her promotion to the supervisory or staff position.

**ARTICLE 9 – LEAVE OF ABSENCE**

**Section 1:**

- a) Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Article must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.
- b) Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such period of leave.

**Section 2:**

The Company will grant leave of absence to employees suffering illness or injury, subject to a medical certificate if requested by the employer. The employee shall report, or cause to have reported, to the Company the injury or illness which requires his/her absence from the operation. The employee shall have a reasonable period of time to present a medical certificate if requested by the Company.

**Section 3:**

- 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 the Company within thirty (30) calendar days after completion of his/her 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 members of any Union Negotiating Committee in order that they may carry out their duties on behalf of the Union.
- c) 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 notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employee's available or select alternate delegates to attend Union functions.

#### **Section 4: Compassionate Leave**

By mutual agreement leave of absence will be granted to a maximum of six (6) months without pay to the 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) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) That the Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.
- f) Employees granted Leave of Absence pursuant to this section shall be required to pay the appropriate premiums for Medical Services Plan, Extended Health Benefits, and Dental Plan coverage in accordance with sections 8 d) and e) of the Memorandum of Agreement dated December 10th, 1983.
- g) The Union agrees it will provide a letter regarding problems that arise from extended vacation applications.
- h) A Committee shall be established during the term of the 1977-1979 Agreement to clarify the terms of this Section.

#### **Section 5: Maternity Leave**

To provide for a reasonable period of time for extended maternity leave without pay to female employees where there is a valid medical reason.

#### **Section 6: Bereavement Leave**

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he/she shall be compensated at his/her regular straight time hourly rate of pay for hours lost from his/her regular work schedule for a maximum of three (3) days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article XI, Section 2 b).
- c) 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, step-parents, grandparents, grandparents-in-law, grandchildren and step-children.
- d) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

**Section 7: Jury Duty**

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Any piece worker who is required to perform Jury Duty shall be compensated for the difference between statutory pay received for Jury Duty and his/her job rate in accordance with the principle established Article XI, Section 2 b).
- c) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

**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/her Company within thirty (30) calendar days after completion of public office.

## **ARTICLE 10 – VACATIONS WITH PAY**

### **Section 1:**

Employee's with one (1) to two (2) years' continuous service shall receive two (2) weeks vacation with pay based on the greater of five percent (5%) or eighty (80) hours at the hourly rate of the employee's regular job.

### **Section 2: Two Years' Service**

a) Employees with two (2) or more years' continuous service with the company shall receive three (3) weeks' vacation with vacation pay based on the greater of seven percent (7%) of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.

b) The third week vacation as in a) above will be taken, but does not have to be consecutive with the vacation period provided for in the above Section, but at a time convenient to the company.

### **Section 3: Seven Years' Service**

a) Employees with seven (7) or more years' continuous service shall receive four (4) weeks vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.

b) The additional one (1) week will 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 Years' Service**

a) Employees with fifteen (15) or more years' continuous service shall receive five (5) weeks vacation with vacation pay based on the greater of eleven percent (11%) of the wages or salary earned during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job.

b) The additional two (2) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2 and 3 herein.

### **Section 5: Twenty-Four Years' Service**

a) An employee with twenty-four (24) or more years' consecutive service shall receive six (6) weeks vacation with vacation pay based on the greater of thirteen percent (13%) of the wages or salary earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.

b) The additional three (3) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3 and 4 herein.

**Section 6: Thirty Years' Service**

a) Employees with thirty (30) years or more continuous service shall receive seven (7) weeks vacation with vacation pay based on the greater of fifteen percent (15%) of the wages or salary earned during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job.

b) The additional four (4) weeks will be taken when convenient for the company, but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4 and 5 herein.

**Section 7:**

Vacations with pay for employees engaged on piece work shall be based on the average daily earnings for the previous twelve (12) months, or such lesser period of time employed.

**Section 8:**

Vacations for employees shall be taken at such time as mutually agreed upon by the Union Committee and the Company when quantity and regularity of production shall not be impaired.

**Section 9: 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 the employee returns to his/her employment.

b) Absence due to illness up to a period of one (1) year, provided the employee returns to his/her employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.

c) Absence due to bereavement leave in accordance with the terms and conditions of the Agreement.

d) Absence due to time served on Jury Duty in accordance with the terms and conditions of the Agreement.

e) Any other absence duly approved by the Company in writing shall be credited towards entitlement for annual vacation, but time spent on such leave shall not be counted in computing vacation pay.

**Section 10: Qualification 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 (1500) hours in the employee's first year of service and a minimum of one thousand (1000) hours during the employee's succeeding years of entitlement.

ii) Where there is a common vacation pay cut-off date, for purpose 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 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/her 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 Worker's Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of the qualifying for vacation, provided that the employee returns to his/her 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/she returns to his/her 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 lay-off 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 lay-off.

### **Section 11:**

For the purposes of administration the Company cut-off date shall be deemed to be the employee's anniversary date for the vacation year. It is further agreed that the employee will be entitled to an adjustment of the appropriate percentage of vacation pay when he/she qualifies for additional vacations for increased service with the Company as provided for under Sections 2 to 6 inclusive.

### **Section 12: Vacation Allotment**

It is agreed between the parties, that all employees will be required to take a minimum of two weeks vacation each calendar year. Employees who have not scheduled two weeks vacation by September 1<sup>st</sup> of



each year will have the minimum vacation scheduled for them, at a time convenient to the company, but prior to the end of the calendar year.

**Section 13: Employment Standards Act**

Part 4 - Annual Vacation of the Employment Standards Act, S.B.C., 1980, c.10, and amendments thereto as consolidated December 1, 1983, except where varied or modified by the provisions herein, shall become a part of this Agreement.

**Section 14:**

The Company will allow one week of vacation entitlement to be utilized in one day increments outside of recognized prime-time vacation periods.

**ARTICLE 11 - STATUTORY HOLIDAYS**

**Section 1:**

- a) All hourly-rated employees who work on New Year's Day, Good Friday, Easter Monday, 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.
- b) In the event one of the Statutory Holiday falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays fall on Saturday, it shall be observed the preceding Friday or succeeding Monday as agreed between the Company and the Plant Committee.
- c) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and where the Company and Plant Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) When a Statutory Holiday falls on a Friday, employees working on a Tuesday to Saturday workweek, by mutual agreement between the Company and the Plant Committee may work on the Friday Statutory Holiday at the straight time job rates and substitute Saturday as the Statutory Holiday.
- e) In the case of a maintenance employee where one of the Statutory Holidays is observed on his/her rest day, he/she shall have a day off without pay in lieu thereof at a mutually agreeable time.
- f) Employees on a 12-hour shift schedule who work on a statutory holiday will be paid 8 hours at time and one half and 4 hours at double time.
- g) It is understood that when two stat holidays occur consecutively in one week, hours worked on the second statutory holiday will be paid at double time.
- h) For eligible spare board employees, statutory holiday pay will be determined by the 30-day averaging period currently followed as of November 10, 2003.

**Section 2:**

- a) All hourly-rated and piece work employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular job rate of pay for their regular rate work schedule. The Parties hereto agree that the paid Statutory Holidays shall be as follows:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
Christmas Day

British Columbia Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Boxing Day

- b) Piece-work employees shall receive pay for the statutory holidays for which they qualify, based on the daily average earnings for the days actually worked during the previous thirty (30) working days.
- c) All hourly-rated employees working on a paid holiday shall receive rate and one-half for hours worked on such day in addition to the holiday pay to which he/she may be entitled.
- d) To qualify for statutory holidays, an employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the statutory holiday and must have worked his/her last regularly scheduled work day before, and his/her first regularly scheduled work day after the holiday, unless his/her absence is due to a compensable injury or illness, which occurred within six (6) months of the holiday, or the employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.
- e) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- f) Notwithstanding any of the foregoing provisions, 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.

## **ARTICLE 12 - SAFETY AND HEALTH**

### **Section 1:**

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

### **Section 2:**

The Management of every operation shall maintain an Accident Prevention Committee of four (4) to six (6) members according to the size of the operation. Members of the Committee shall be designated to equal numbers by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) year's experience.

### **Section 3:**

Safety meetings will be held during working hours where possible. Employee's time will not be deducted for attending such meetings or investigations into accidents. It is recognized that in multi-shift operation, meetings will occur outside of working hours for certain employees. When meetings take place outside of an employee's working hours, he/she will be compensated at his/her regular hourly straight time rate of pay for the time spent attending such meetings, investigations and inspections up to a maximum of two (2) hours per week.

### **Section 4: PPWC Safety Conference:**

The Company agrees to send two bargaining unit safety committee members to the PPWC Annual Safety Conference. It is understood that these two employees will be participating members of the Joint Occupational Health and Safety Committee.

## **ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1:**

A Grievance Committee shall consist of three (3) members of the plant committee elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one (1) year's experience in the type of operation.

Meetings of the Grievance Committee shall, except in cases of emergency, and wherever possible, be held outside of working hours. In the event that a grievance should arise it shall be dealt with in the following manner, without stoppage of work:

#### **Step 1**

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

#### **Step 2**

If a satisfactory settlement is not then reached, it shall be reduced to writing by both parties when the same employee and the Committee shall take up the Grievance with the Plant Superintendent.

#### **Step 3**

If the grievance is not then satisfactorily solved, it shall be referred to the Plant Committee, Local Officer and the Management.

#### **Step 4**

If a satisfactory settlement is not then reached the issue may, at the request of either party, be referred to PPWC Local 9 Executive and Senior Ainsworth Management or CONIFER personnel.

### **Section 2:**

a) If a grievance has not advanced to the next stage under Step 2, and 3, 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. If the grievance has not been resolved at Step 4 and not referred to arbitration within 30 days, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The time limits referred to in Steps 2, 3, and 4 may be extended by mutual consent of both parties.

b) The Parties agree that the operation of Section 87 of the Labour Relations Code is specifically excluded from this Agreement.

### **Section 3: Arbitration**

a) In the case of a dispute arising under this Agreement which the Parties are unable to settle themselves in steps 1 through 4 of Section 1 above, the matter shall be determined by Arbitration in the following manner:

- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
- c) After receiving such notice and statement, each of the Parties will then refer the matter in writing to the Arbitrator who has been selected by the Parties.
- d) The Parties shall appoint a rotational list of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrators required.
- e) The single Arbitrator shall be selected from the rotational list of three (3) Arbitrators on a rotational basis.
- f) In the event that the Arbitrators provided for in this Section are not available to preside as Arbitrator under this Section, the Parties agree to meet and attempt to select a mutually satisfactory arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
- g) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his/her rights and privileges preserved under the terms of this Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the employee.
- h) The decision of the Arbitrator shall be final and binding upon the Parties.

### **Section 3: Expenses**

The Parties will each bear one-half (1/2) of the expenses of the arbitration including the Arbitrator plus any Arbitrator required stenographic, secretarial and rent expenses which may be incurred in respect of such proceedings.

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

Any arbitration to be held hereunder shall be held at such place as may be decided by the Arbitrator.

## **ARTICLE 14 - GENERAL PROVISIONS**

### **Section 1:**

- a) 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.
- b) For the purposes of this Agreement, when the word 'Committee' is used it shall mean Shop, , Mill or Plant Committee, members of which are appointed by the Union.
- c) Official Union representatives shall obtain access to the Company's operations for the purposes of this Agreement by written permission which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

### **Section 2: No Strike Pending Grievance and Arbitration Procedure**

The Union agrees that it will not cause, promote, sanction, or authorize any strike, sitdown, slowdown, sympathetic strike or other interference with work by the employees for any cause whatsoever until all

provisions of this Agreement relating to grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

**Section 3: No Lockout Pending Grievance and Arbitration Procedure**

The Company agrees it will not create or institute any lockout of the employees with respect to any dispute between the Company and the Union or the Company and its employees until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its employees.

**Section 4: Working Foreman**

Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting foremen from doing work for purposes of instruction, provided by doing so a lay-off of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every effort is made to find a replacement.

**Section 5: Permanent Plant Closure - Severance Pay**

a) Effective July 1<sup>st</sup>, 1997, employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) day's pay for each year of continuous service and thereafter in increments of completed months of service.

b) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

c) Effective July 1<sup>st</sup>, 1982, sixty (60) days notice of closure will be provided.

**Section 6: Contractors**

a) The Company will not contract out any work that is performed by employees in the Bargaining Unit at the effective date of the agreement.

b) Current practices in operations shall be agreed on with the local union in writing. Until such time as agreement is reached the above clause a) only will apply.

c) It is agreed that the company will provide information regarding contractor utilization, including hours worked and number of contractor employees working in a particular trade. This information will be provided at the regular monthly plant meetings.

**Section 7: Tools**

a) The Company will repair or replace those Tradesman tools that are damaged or broken in the performance of regular duties.

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

c) During the introduction of equipment which requires the use of metric tools, the Company will make metric tools available at no cost, for use by Tradesmen.

**Section 8: First Aid Training**

Employees of the Company who, by mutual agreement, train or re-train for Industrial First Aid Certificates, will be compensated in the following manner:

- a) The Company will pay the cost of the course tuition and materials required to those employees who pass the course.
- b) The Company will pay lost time wages to designated First Aid Attendants.

**Section 9: Construction Contracting**

a) It is agreed that Plant Tradesmen who are assigned by the Company to carry out work directly related to 'new' construction with tradesmen employed by an outside contractor, plant tradesmen will be paid the 'outside' contractor(s) rate(s).

b) For the purpose of this Agreement 'new' construction shall be defined as meaning:

- i) The construction of major new buildings and major additions to existing buildings.
- ii) The addition of new or used major production machinery and related equipment not previously in existence.

c)

i) 'Tradesmen' shall mean journeymen and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter

ii) 'Contractor's Rate' shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.

**ARTICLE 15 - HEALTH AND WELFARE**

**Section 1: Medical**

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) Effective January 1, 2004, the obligation of the employer to enroll and cover an employee for Medical Services Plan of British Columbia is triggered only when the employee is not already covered for Medical Services Plan by some other means.
- c) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.
- d) Medical coverage eligibility shall be the first of the month following date of employment.

- e) Participation in the plan is to be a condition of employment, with item b above providing for exceptions.

## **Section 2: Extended Health Care**

The Company agrees to provide Extended Health Benefits; including Hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day; to its employees by participating in a plan entered into between the Company and an appropriate carrier.

- a) Effective January 1, 2004 the annual Extended Health Care deductible will be increased to fifty dollars (\$50.00) for single or family coverage.
- b) Effective January 1, 2007 the annual Extended Health Care deductible will be increased to seventy-five dollars (\$75.00) for single or family coverage.
- c) Effective January 1, 2004, the lifetime maximum will be increased from \$50, 000 to 75, 000.
- d) Effective January 1, 2004, the Extended Health Care Plan shall provide benefits for surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member.
- e) The employer agrees to maintain 100% EHC coverage for the term of the 2009 to 2013 collective agreement.
- f) Effective July 1<sup>st</sup>, 2000, inclusion of the following specialty items:
  - i) Gloves for members or dependents who use wheelchairs
  - ii) Catheters
  - iii) Bath Bench Suction cups
  - iv) Hydraulic lifts for getting in and out of bath tubs
  - v) Repairs to specialty equipment and replacement parts- wheelchairs
  - vi) New tires for wheelchairs
  - vii) Wheelchair purchase and/or replacements
- g) Coverage to be extended to dependents of regular employees including those dependants over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- h) Vision Care

Effective July 1, 1997, the Vision Care limit will be increased by fifty dollars (\$50) per 24-month period to a total limit of two hundred dollars (\$200) per or dependent in any 24-month consecutive period. Effective July 1, 1999, the Vision Care limit will be increased by a further fifty dollars (\$50) from the two hundred dollars (\$200) to two hundred and fifty dollars (\$250) per member or dependent in any 24-month consecutive period. Effective the first of the month following notice of ratification of the 2009 to 2013 collective agreement, the EHC plan will be amended to allow for the \$250 vision care amount to be applied toward the cost of laser eye surgery.
- i) Prescription Safety Glasses

The company agrees to provide employees with industry standard prescription safety glasses, based on CSA/WCB approved basic, no frills eyewear.

j) Physiotherapist/Massage

Effective July 1, 1997, the Physiotherapist/Massage Practitioner's limit will be increased by fifty dollars (\$50) from five hundred dollars (\$500) per member or dependent per calendar year to five hundred and fifty dollars (\$550) per member or dependent per calendar year.

k) Chiropractors/Naturopath Physicians

Effective July 1, 1998, the Chiropractors/Naturopath Physicians' limit will be increased by two hundred dollars (\$200) from four hundred dollars (\$400) to six hundred dollars (\$600) per member or dependent per calendar year.

l) Orthopedic Shoes / Orthotics

a) Effective July 1, 1998, the Orthopedic Shoes limit will be increased by one hundred dollars (\$100) from four hundred dollars (\$400) to five hundred dollars (\$500) for adults, and from two hundred dollars (\$200) to three hundred dollars (\$300) per child, per calendar year.

b) Effective July 1, 1998, establish coverage for prescribed orthotics with a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.

m) Hearing Aids

Effective July 1, 1999, the Hearing Aid limit will be increased by one hundred and fifty dollars (\$150) from four hundred dollars (\$400) every five (5) years for children to five hundred and fifty dollars (\$550) every five years. Effective July 1, 1999, establish the same five hundred and fifty dollar (\$550) limit per member or dependent, every five years, unless there is alternate coverage provided for.

### **Section 3: Medical Travel Benefit**

a) Effective January 1, 1998, extend the existing Extended Health Benefits Plan to incorporate a Medical Travel Allowance for necessary travel from remote areas in accordance with Supplement No. 7.

b) Effective July 1, 2009 amend the Medical Travel Allowance to provide for Two Thousand Dollars (\$2000) over the term of the agreement to a maximum of Twelve Hundred (\$1200) in any one year, 500 kilometer round trip, Kamloops being an exception.

### **Section 4: Layoff Coverage**

i) Lay-off coverage for employees with more than three (3) months' seniority, but less than one (1) year's seniority will be three (3) months. Lay-off coverage for employees with one (1) or more year's seniority will be six (6) months.

ii) 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/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.



iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of lay-off coverage.

## Section 5: Insurance Coverage

a) Group Life Insurance for each qualified employee:

- i) \$110,000 effective September 1, 2010
- ii) \$120,000 effective July 1, 2012

iii) Effective November 1, 2003 employees have the option to purchase optional voluntary life insurance coverage administered through Conifer. It is understood that employees pay the full cost of premiums for this coverage.

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

- i) \$110,000 effective September 1, 2010
- ii) \$120,000 effective July 1, 2012

Accidental Death and Dismemberment - 24 hour coverage

c) Weekly Indemnity for each qualified employee:

- i) Effective January 1, 2010 \$457
- ii) Effective September 1, 2010 \$580

Effective September 1, 2010 the premium for the WI benefit will be split between the company and the employee. The company will pay 90% and the employee will pay 10% of the premium. Employee portion of the premium will be paid via payroll deduction. In the event of an Employee absence due to a short term disability claim or due to a layoff circumstance which inhibits payroll deduction of the Employee portion of the premium it is understood that the Employee remains responsible for his/her portion of the premium. The amount of the premium will be as prescribed by CONIFER.

iii) Weekly Indemnity to commence the first day of accident and the sixth day of illness for a period of fifty-two (52) weeks. The trustees will be directed to amend the Northern Interior Forest Industry Benefit Plan text to provide that the fifty-two (52) week Weekly Indemnity period to be changed to twenty-six (26) weeks for employees who become disabled on or after January 1, 2004.

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

v) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery (including laser surgery for a medical reason) is performed which necessitates loss of time from work.

vi) Weekly Indemnity coverage will be eliminated for an employee on all extended leaves of absence provided, however, that such employee is eligible for Weekly Indemnity coverage on the day that it was agreed he/she was scheduled to return to work. In order to qualify for this coverage the employee must have returned to his/her place of residence in British Columbia unless his/her disability required him/her 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.

vii) Absences due to the same or related causes will be considered one (1) continuous absence unless the employee returns to work on a full-time basis for at least four (4) continuous weeks between absences.

viii) Third Party Subrogation

The parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the date of ratification of this Memorandum 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.

d) Total cost of providing insurance coverage shall be borne by the Company.

e) Eligibility shall be the first of the month following date of completion of the employee's probationary period.

f) Effective December 10, 1983 employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage. Those employees who, on December 10<sup>th</sup>, 1983, are in receipt of Weekly Indemnity, W.C.B. wage loss or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior to the above noted date.

g) After December 10<sup>th</sup>, 1983, the Group Life Waiver of premium clause will terminate at age sixty-five (65)

h) Layoff Coverage:

i) Layoff coverage for employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three months. Layoff coverage for employees with one (1) or more year's seniority will be six (6) months.

ii) 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/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days

iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.

i) Participation in the Plan is to be a condition of employment.

**Section 6: Dental Plan**

A Dental Plan will be provided based on the following general principles:

- a) Basic dental services (Plan ‘A’) - Plan pays 80% of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan ‘B’) - Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan ‘C’) - Plan pays 60% of approved schedule of fees. (Lifetime maximum - \$2,500 and effective July 1<sup>st</sup>, 1998, is increased to \$3,000 for children only.) No waiting period required.
- d) Total premium cost to be borne by the Company.
- e) Eligibility shall be the first of the month following date of completion of the employee’s probationary period.
- f) Layoff Coverage:
  - i) Layoff coverage for employees with more than three (3) months seniority, but less than one (1) year’s seniority will be three (3) months. Layoff coverage for employees with one (1) or more year’s seniority will be six (6) months.
  - ii) 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/she is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
  - iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he/she was entitled, if the recall occurred during the period of layoff coverage.
- g) Participation in the Plan is to be a condition of employment.
- h) Effective January 1, 2004 the Dental Plan Shall provide benefits for the surviving spouse and eligible children for a period of 24 months in the event of the death of an active member.

**Section 7: 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 this agreement.

**ARTICLE 16 - PENSION PLAN**

There is an Employee Pension Communications committee in accordance with the terms of reference as established between Ainsworth 100 Mile House OSB and PPWC Local 9.

Effective July 1, 2005, amend the 100 Mile House OSB Hourly Ainsworth pension plan to provide for an improvement in the early retirement reduction factors for employees who terminate or retire from active employment on or after age 55.

Age	Reduction Factor
55	82%

56	86%
57	90%
58	94%
59	97%
60	100%

Over the term of the 2009 to 2013 collective agreement, the Company and the Union will structure a committee to investigate potential plan design changes for consideration for implementation at the renewal of the next collective agreement.

**ARTICLE 17 - LONG TERM DISABILITY**

The parties agree that Long Term Disability (LTD) coverage will be arranged for eligible hourly employees.

The parties agree to maintain the LTD coverage established as of November 1, 2009 as arranged by Ainsworth through the Council on Northern Interior Forest Employment Relations (CONIFER). This coverage will be in accordance with the group policy for LTD coverage as orchestrated by CONIFER.

The monthly benefit amount for an eligible claimant will be \$1700/month.

Effective September 1<sup>st</sup>, 2010 the monthly benefit amount for an eligible claimant will be \$2000/month (non-taxable).

Eligibility for benefits will cease at age 60.

The cost of premiums will be split 50/50 between the Company and the Employee. Effective September 1<sup>st</sup>, 2010 the employee will assume 100% of the LTD premium. Employee portion of the premium will be paid via payroll deduction. In the event of an Employee absence due to a short term disability claim or due to a layoff circumstance which inhibits payroll deduction of the Employee portion of the premium it is understood that the Employee remains responsible for his/her portion of the premium. The amount of the premium will be as prescribed by CONIFER.

In the event an Employee becomes disabled and consequently qualifies for LTD benefits, the Company agrees to maintain MSP, EHC, Medical Travel, and Dental Coverage. This obligation will cease in the event of a non-culpable termination, or the date the LTD claim ceases (and the employee does not return to work). The Company will consult with the Local Union and review the particulars of an LTD claimant's circumstances prior to a non-culpable termination. In the event the union challenges the non-culpable termination under Article XIII, Grievance and Arbitration Procedure, then the aforementioned benefit coverage arrangements will be maintained pending the outcome of the grievance and arbitration process. It is understood that a non-culpable termination will not impact eligibility for an existing LTD claim.

**ARTICLE 18 - JOB TRAINING**

Job Training Program will be in accordance with Supplement No. 2, which is attached hereto and forms part of this agreement.

## **ARTICLE 19 – APPRENTICESHIP SELECTION, TRAINING, AND ADMINISTRATION**

The purpose of this article is to capture all matters pertaining to Apprenticeship training; including selection of apprentices, apprenticeship training particulars, and general associated administrative issues.

### **SECTION 1: SELECTION OF APPRENTICES**

The Company will post the apprenticeship opportunity to solicit applicants, and the candidate for apprenticeship will be selected in accordance with the following principles and criteria:

1. Educational and Program Entrance Requirements  
The minimal educational and program entrance requirements will be as established by the Industry Training Authority (ITA) for each respective trade.
2. Successful Completion of Apprenticeship Selection Test  
The selection test battery will be as per the traditional selection tests utilized at the operation to select apprentices since 1994, and as distributed and administered by CONIFER. Testing will be conducted on plant property or near the plant at a location suitable for such purpose. The tests will be jointly administered and marked by a Company and Union representative.
  - a. Re-Testing
    - i. It is agreed that where an applicant has failed to pass the series of tests, they will be eligible to apply and be re-tested one additional time for each series of tests (mechanical or electrical), on a future apprenticeship posting.
    - ii. An applicant who fails the series of tests twice may be re-tested for any apprenticeship posting if they complete relevant upgrading.
    - iii. Results of all tests will be retained on file in the Company's office. A non-selected applicant who passes the series of tests will not be required to be re-tested for three years with regard to future internal apprenticeship selections.
3. Seniority  
The most senior applicant who passes all the requisite testing and meets all other criteria under this section will be selected to become the apprentice.
4. Selection Review  
Where a dispute arises out of the selection of an apprentice that cannot be resolved at the plant level, the matter will be discussed by Management and the Local Union.

### **SECTION 2: TRAINING SCHEDULES AND QUALIFICATIONS**

The progression of the apprentice through the apprenticeship training will be as per the process regimented by the ITA. This will include requirement to successfully pass all tests necessary for continued progression in the apprenticeship as determined by the ITA. In the event of failure to pass such a test, contingent on the permissibility of the ITA, the apprentice will be given a second (2<sup>nd</sup>) opportunity, but in the event of failure to pass on the occasion of the second (2<sup>nd</sup>) such test, he/she shall be required to withdraw from the Program. The "on the job" training exposure will be as per the requirements of the ITA for each trade and will be monitored accordingly by the Company and the apprentice. The ITA is the governing body with the authority to determine progression in an apprenticeship program. The ITA will make the determination as to the completion of the apprenticeship training and will grant a certificate of qualification accordingly.

### **SECTION 3: WAGES, ALLOWANCES, AND REIMBURSEMENTS**

#### **Wages:**

With respect to absences from the plant for technical training, the apprentice will be paid by the Company for eight (8) hours per day at the regular apprenticeship rate of pay for each day of training attended.

The Company will pay the apprentice, while attending technical training school, the following:

**Living Away from Home Allowance:**

Twenty dollars (\$20) per day to a maximum of one hundred dollars (\$100) per week, for apprentices who are required to maintain a second residence while attending school.

**Travel Allowance:**

Twenty-five cents (\$.25) per kilometer based on the distance for one (1) round trip to school per technical training period. This distance will be as per a schedule based on the distance between the town of employment and the school.

**Commuting Allowance:**

For apprentices who live at home and attend school. Twenty-five cents (\$.25) per kilometer if commuting greater than 30 kilometers each way from the school, minus the first 24 kilometers each way.

Apprentices who are required to travel by ferry or air will be reimbursed for such fares, where such travel is the most reasonable or the only option available. The apprentice must receive prior approval for such travel.

**Tuition Fees and Books:**

The Company will reimburse the apprentice, upon submission of a receipt, for costs associated with tuition for technical training and books, less any portion of these said costs that are covered under any other source.

In addition to the above, the Company will endeavor to investigate all available additional forms of assistance, financial support, and grants which may be available to an apprentice, and assist the apprentice in making application for such support.

**SECTION 4: WAGE RATES**

Wage rates applicable to a given apprentice are as laid out in Supplement #1 of the collective agreement. The relevant hour increments are based on the total number of hours required for the apprenticeship as determined by the Industry Training Authority (ITA). Progression to the next incremental pay rate is contingent on completion of both the hours and the technical training required for the respective stage of the apprenticeship progression. Where an undue delay occurs in taking one of the required tests under the ITA program or in the scheduling of technical training, through no fault of the apprentice, the delay shall not prejudice his/her right to wage increments provided for in supplement #1. In this circumstance the adjustment will be retroactive following the completion of technical training. Entitlement to “certified” trades rate will be from the date of the certificate of qualification issued by the Industry Training Authority (ITA). The progression (hours) based increments to be contained in Supplement #1 are outlined here as well for ease of reference, with rates as in effect @ July 1, 2008.

<b>Millwright, Machinist</b> (ITA minimum total hours – 6600 hours)	@ July 1, 2008
0 hours to 1650 hours	\$26.310
1650 hours to 3300 hours	\$26.685
3300 hours to 4950 hours	\$27.340
4950 hours to 5775 hours	\$28.090

5775 to Certification	\$29.350
@ Certification	\$32.315

<b>Electrician</b> (ITA minimum total hours - 6000 hours)	@ July 1, 2008
0 hours to 1500 hours	\$26.310
1500 hours to 3000 hours	\$26.685
3000 hours to 4500 hours	\$27.340
4500 hours to 5250 hours	\$28.090
5250 to Certification	\$29.350
@ Certification	\$32.315

<b>Heavy Duty Mechanic</b> (ITA minimum total hours - 6000 hours)	@ July 1, 2008
0 hours to 1500 hours	\$26.310
1500 hours to 3000 hours	\$26.685
3000 hours to 4500 hours	\$27.340
4500 hours to 5250 hours	\$28.090
5250 to Certification	\$29.350
@ Certification	\$32.315

**SECTION 5: GENERAL PRINCIPLES**

1. Probationary Period: The successful selected apprentice candidate will be subject to a probationary period of ninety (90) days.
2. Nothing in this Supplement prevents the laying off of journeymen or apprentices if they are not required in the operation, provided in doing so the Company meets the requirements of Article VIII, Seniority, Section 2a. A Journeyman may, when facing layoff, chose to exercise his/her seniority into categories outside of the maintenance area at the job rate if his/her seniority and ability entitle him/her to do so.
3. Tools: All journeymen tradesmen shall be required to have, and shall not qualify for the journeyman rate, unless they have a full kit of hand tools necessary to perform the job for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the journeyman. The Company will complete a list of required hand tools for the purpose of the application of this item. An apprentice shall be required to have and maintain a basic tool kit and to be in the general process of building up the necessary tools to equip themselves for the job.
4. Employees who have been selected for an apprenticeship training opportunity by the Company shall not be eligible to apply on any other apprenticeship opportunity in any trade for a period of ten years from the date of certificate of qualification associated with the original apprenticeship.

**ARTICLE 20 - TECHNOLOGICAL CHANGE**

**Section 1: Advance Notification**

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

**Section 2: 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/her 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/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period the rate of his/her new job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 3 below, providing he/she exercises this option within the above referred to six (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 VIII - Seniority brought on by mechanization, technological change or automation he/she will receive the rate of his/her regular job at the time of the setback for a period of three (3) months and for a further three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this six (6) month period the rate of his/her new regular job will apply.

### **Section 3: 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 2 (b) above.

### **Section 4: Option**

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

- a) at the time of layoff, or
- b) at the point seniority retention expires

## **ARTICLE 21 - SAFETY EQUIPMENT**

### **Section 1:**

The Company shall replace such equipment at no cost to the employee when these articles are presented worn or damaged beyond repair and when they are required by the Company or the Workers' Compensation Board:

1. Aprons
2. Hard Hats and Liners
3. Eye, Ear and Nose Protective Equipment

### **Section 2:**

Where the following articles of equipment are required to be used by the Workers' Compensation Board, the Company shall, at no cost to the employee:

- 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 when those articles are presented worn or damaged beyond repair.

That is to say:

1. Aprons
2. Hard Hats
3. Eye, Ear and Nose protective equipment



#### 4. Gloves

Notwithstanding the foregoing all articles of equipment to be replaced only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

#### **Section 3:**

Where a Company has been supplying safety equipment and clothing at no cost to the employee on the effective date of this Agreement it will continue to do so at no cost to the employee.

#### **Section 4:**

The employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grindermen, Power House employees, and Tradesmen.

#### **Section 5: Caulk Boots**

Effective July 1, 1994, an employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a caulk boot allowance of one hundred and twenty dollars (\$120.00).

- i) If he/she 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.

#### **Section 6: Individual Safety Incentive**

The Company will pay an individual safety incentive bonus, in the amount of one hundred dollars (\$100.00), once every year for each employee, based on a full year with no "time loss" accidents by that employee, and is to be paid as a non-taxable benefit on the employee's regular pay day, upon receipt of the Approved Application for Payment form.

#### **Section 7: Safety Boot Allowance**

All hourly (non-probationary) employees in the bargaining unit are entitled to be reimbursed annually for the purchase(s) of appropriate safety boots at an amount up to \$200 upon submission of the receipt(s) for such purchase. If the full amount (\$200) is not used by December 31<sup>st</sup> annually, it will be lost and on January 1<sup>st</sup>, the amount returns to \$200.

### **ARTICLE 22 - TOOL INSURANCE**

The company at its own expense shall insure for damage or loss caused by fire, or flood, the tools of its employees which are required in the performance of their work. This provision for tool insurance shall also apply to loss by theft where the 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.

The Committee to report to the Parties no later than September 1, 1980.

The details concerning the structure, operation and terms of reference must be agreed to by the Company and the Local Union prior to implementation.

### **Article 23 – Education and Upgrading Fund**

Effective the first of the month following ratification of the 2009 to 2013 collective agreement, the Company will contribute \$0.03/hour per employee per hour worked to an Education and Upgrading Fund.

Contribution will be on a monthly basis to PPWC, Local- 9. The Local will open and maintain an account specific for this purpose.

The fund will be used by the union to develop and deliver a range of programs which may include:

- Grievance Handling
- Collective Bargaining
- Steward Training
- Environmental and Land Use Issues
- Parliamentary Procedure and Public Speaking
- Communication Skills
- Leadership Training
- Economic Issues
- Benefit Training
- Health and Safety
- Union History

Without limiting the generality of the foregoing, the fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation, and other such reasonable costs.

The PPWC will, upon request from the Company, provide reporting on the application of the fund, including particulars of the utilization of the fund, along with the balance position of the fund.

## **ARTICLE 24 - DURATION OF AGREEMENT**

### **Section 1:**

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1<sup>st</sup>) day of July, 2009, to the thirtieth (30<sup>th</sup>) day of June, 2013, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required hereunder shall be validly and sufficiently served at the head office the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

### **Section 2:**

The Parties hereto agree that the operation of Sections 50(2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, C82 is excluded from this Agreement.

DATED this 21<sup>st</sup> day of September, 2010.

FOR: Ainsworth Lumber Company, 100 Mile House OSB	FOR: PPWC Local 9:

**SUPPLEMENT NO. 1**  
**WAGE SCALE**

**Wage Tables For Production Job Categories:**

Occupation				
	July 1, 2009	July 1, 2010	July 1, 2011 (+2%)	July 1 2012 (+2%)
Cleanup/Weekend Students	\$24.08	\$24.08	\$24.56	\$25.05
Summer Students	\$24.08	\$24.08	\$24.56	\$25.05
Banderman	\$26.94	\$26.94	\$27.48	\$28.03
Buckerman	\$26.94	\$26.94	\$27.48	\$28.03
Mechanic's Helper	\$26.94	\$26.94	\$27.48	\$28.03
<b>OPERATORS</b>				
Quality Control	\$26.94	\$26.94	\$27.48	\$28.03
Strander Area	\$26.94	\$26.94	\$27.48	\$28.03
Green End	\$26.94	\$26.94	\$27.48	\$28.03
<b>Shipping</b>				
Shipping Forklift	\$26.94	\$26.94	\$27.48	\$28.03
Shipping Forklift/Stenciler	\$26.94	\$26.94	\$27.48	\$28.03
Spareboard	\$26.94	\$26.94	\$27.48	\$28.03
Caul Repair	\$27.59	\$27.59	\$28.14	\$28.70
Grinderman	\$27.59	\$27.59	\$28.14	\$28.70
Oiler	\$27.59	\$27.59	\$28.14	\$28.70
Sawline Operator	\$27.59	\$27.59	\$28.14	\$28.70
966 Bucket/Grapple	\$27.94	\$27.94	\$28.50	\$29.07
980 Highlift Operator	\$27.94	\$27.94	\$28.50	\$29.07
325 Operator	\$27.96	\$27.96	\$28.52	\$29.09
Butt 'N' Top Operator	\$27.96	\$27.96	\$28.52	\$29.09
Quality Control Process Tech.	\$28.60	\$28.60	\$29.17	\$29.75
Stacker Operator	\$28.84	\$28.84	\$29.42	\$30.01
Dryer/Energy With Ticket	\$29.63	\$29.63	\$30.22	\$30.82
Control Room Operator	\$29.80	\$29.80	\$30.40	\$31.01

<b>TRADES - Manufacturing</b>				
	July 1, 2009	July 1, 2010	July 1, 2011	July 1, 2012
<b>Millwright, Machinist</b>				
0 hours to 1650 hours	\$26.310	\$26.310	\$26.835	\$27.370
1650 hours to 3300 hours	\$26.685	\$26.685	\$27.220	\$27.765

3300 hours to 4950 hours	\$27.340	\$27.340	\$27.885	\$28.445
4950 hours to 5775 hours	\$28.090	\$28.090	\$28.650	\$29.225
5775 to Certification	\$29.350	\$29.350	\$29.935	\$30.535
@ Certification (ITA Minimum Hours - 6600 hours)	\$32.315	\$33.065 @ ratification of 2009-2013 CA	\$33.725	\$34.400
<b>Electrician</b>				
0 hours to 1500 hours	\$26.310	\$26.310	\$26.835	\$27.370
1500 hours to 3000 hours	\$26.685	\$26.685	\$27.220	\$27.765
3000 hours to 4500 hours	\$27.340	\$27.340	\$27.885	\$28.445
4500 hours to 5250 hours	\$28.090	\$28.090	\$28.650	\$29.225
5250 to Certification	\$29.350	\$29.350	\$29.935	\$30.535
@ Certification (ITA Minimum Hours (6000))	\$32.315	\$33.065 @ ratification of 2009-2013 CA	\$33.725	\$34.400
<b>Heavy Duty Mechanic</b>				
0 hours to 1500 hours	\$26.310	\$26.310	\$26.835	\$27.370
1500 hours to 3000 hours	\$26.685	\$26.685	\$27.220	\$27.765
3000 hours to 4500 hours	\$27.340	\$27.340	\$27.885	\$28.445
4500 hours to 5250 hours	\$28.090	\$28.090	\$28.650	\$29.225
5250 to Certification	\$29.350	\$29.350	\$29.935	\$30.535
@ Certification (ITA Minimum Hours (6000))	\$32.315	\$33.065 @ ratification of 2009-2013 CA	\$33.725	\$34.400
Welder	\$31.500	\$32.250 @ ratification of 2009-2013 CA	\$32.895	\$33.555
Welder – Certified	\$32.045	\$32.795 @ ratification of 2009-2013 CA	\$33.450	\$34.120
Welder - Certified and Qualified	\$32.315	\$33.065 @ ratification of 2009-2013 CA	\$33.725	\$34.400

<b>MISCELLANEOUS CATEGORIES</b>	-			
<b>Manufacturing</b>				
Grinderman	\$27.950	\$27.950	\$28.510	\$29.080
Oiler	\$27.980	\$27.980	\$28.540	\$29.110
Second Class Engineer	\$33.830	\$33.830	\$34.505	\$35.195
Third Class Engineer	\$32.315	\$32.315	\$32.960	\$33.620

Fourth Class Engineer	\$30.590	\$30.590	\$31.200	\$31.825
Fireman (4 <sup>th</sup> Class Ticket)	\$28.505	\$28.505	\$29.075	\$29.655
Fireman	\$26.175	\$26.175	\$26.700	\$27.235
Level 3 First Aid Ticket Holder - Job Rate Plus	\$1.00/hr	\$1.00/hr	\$1.00/hr	\$1.00/hr
Level 2 First Aid Ticket Holder- Job Rate Plus	\$0.50/hr	\$0.50/hr	\$0.50/hr	\$0.50/hr
Level 1 First Aid Ticket Holder - Job Rate Plus	\$0.05/hr	\$0.05/hr	\$0.05/hr	\$0.05/hr

**SUPPLEMENT NO. 2**

**JOB TRAINING PROGRAMS**

**A. APPLICATION**

1. The following principles are intended as a guide and basis for negotiations of training programs at the operational level between the Company and Local Union.

## **B. POSTING**

2. Training positions to be posted for a minimum period of two (2) consecutive working days.
3. An employee absent on approved leave of absence, lay-off, illness or accident at the time a Trainee position is posted, will be allowed to make application within three (3) working days of his/her return, but in no event later than fourteen (14) calendar days of the posting of such Trainee position. However, such employee may make application through a Job Steward or by written notice to the Company while he/she is away on leave of absence.

## **C. SELECTION AND TRAINING**

4. Selection of trainees to be on the basis of seniority, as provided for in Article VIII of the Collective Agreement.
5. The Company should select a qualified person to provide the training with due regard to ability to communicate effectively.
6. The Company to notify the Plant Committee in writing when a trainee is judged to be qualified, or if he/she is removed from the training program because of incompetence.

## **D. RATES OF PAY**

7. Rates of pay to apply to trainees during the training period to be their regular job rate, except that they shall not receive more than the established rate for the job for which they are being trained, and subject to appropriate exceptions for piece work employees.

## **E. SENIORITY**

8. Seniority to follow the general principles of Article 8 of the Collective Agreement, with special provisions where necessary to deal with special problems of the operation.
9. If, during the training period, the trainee wishes to discontinue training, or fails to qualify, he/she should return to the job previously held by him/her.

## **F. REVISION AND TERMINATION**

10. Nothing in this Agreement is intended to vary, cancel, or otherwise affect existing training agreements.

## **SUPPLEMENT NO. 3**

### **MEDICAL TRAVEL ALLOWANCE**

The parties agree to extend the existing Extended Health Benefits Plan to incorporate a medical travel allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the

patient's community of employment in excess of 500 km on a round trip basis. Kamloops is an exception to the distance requirement.

The Medical Travel Allowance provision will be effective January 1, 1998. A CONIFER-IWA Committee will work out all details of the provision prior to implementation based on the following agreed upon principles:

1. The maximum allowance payable on behalf of any member or dependent is \$1200 over the term of the agreement, to a maximum of \$2000 in anyone contract year.
2. Eligible expenses will include bills for regularly scheduled economy class airfares, hotel accommodation and taxi fares.
3. Travel by private automobile will be paid for at 30¢ per kilometer.
4. All medical referrals will be in writing and travel must take place within two months of the physician's referral, unless the earliest possible date of availability of the Specialist is beyond two months from the referral.
5. Entitlement to hotel expenses will be based on the reasonableness of the member or dependent being unable to return home on the day of the referral.
6. A claim form with receipts must be filed by the member within 90 days of the date eligible expenses are incurred.
7. Expenses which are payable under the Workers Compensation Act, the Medical Services Plan of B.C., the Insurance Corporation of B.C. or any other government authority or insurance plan will not be eligible for reimbursement from the provision.

By Memorandum of November 10, 2003.

## INDEX

<b>A</b>	
<b><u>APPRENTICESHIP TRAINING PROGRAM</u></b>	
<b><u>Article XXI</u></b> .....	29



<b>B</b>	
<b>BARGAINING AGENCY</b> .....	1
Article I.....	1
<b>Bereavement Leave</b> .....	13
<b>Boots - Caulk</b> .....	33
<b>C</b>	
<b>CALL-BACK TIME</b> .....	8
Chiropractors/Naturopath Physicians .....	24
<b>Compassionate Leave</b> .....	12
Construction Contracting.....	22
Contractors.....	21
<b>D</b>	
<b>DEFINITION</b>	
Article II.....	1
Dental Plan.....	27
<b>DURATION OF AGREEMENT</b>	
Article XXXII.....	35
<b>E</b>	
Employer Deductions From Wages - Employee Benefit Plans .....	28
<b>Employment Standards Act</b> .....	17
<b>Extended Health Care</b> .....	23
<b>F</b>	
<b>First Aid Attendants</b>	
Ticket Premiums .....	4
First Aid Training .....	22
<b>G</b>	
<b>GENERAL PROVISIONS</b>	
Article XVI .....	20
<b>GRIEVANCE PROCEDURE</b>	
Article XIII .....	19
<b>H</b>	
<b>HEALTH AND WELFARE</b>	
Article XVII.....	23
<b>HOT MEALS</b> .....	9
<b>HOURS OF WORK AND OVERTIME</b>	
Article VII.....	6
<b>I</b>	
<b>Insurance Coverage</b> .....	25
<b>J</b>	
<b>JOB TRAINING</b>	
Article XX.....	29
<b>Jury Duty Leave</b> .....	13
<b>L</b>	
<b>Layoff Coverage- Extended Health</b> .....	25

<b><u>LEAVE OF ABSENCE</u></b>	
<b><u>Article IX</u></b> .....	11
<b><u>LONG TERM DISABILITY</u></b>	
<b><u>Article XIX</u></b> .....	28
<b>M</b>	
<b><u>MANAGEMENT</u></b>	
Article III .....	2
<b><u>Maternity Leave</u></b> .....	13
<b><u>Medical</u></b> .....	23
<b><u>Medical Travel Benefit</u></b> .....	24
<b>N</b>	
<u>No Lockout Pending Grievance and Arbitration Procedure</u> .....	21
<u>No Strike Pending Grievance and Arbitration Procedure</u> .....	21
<b>O</b>	
<u>Orthopedic Shoes / Orthotics</u> .....	24
<b>P</b>	
<b><u>PAY DAYS</u></b>	
<b><u>Article VI</u></b> .....	5
<b><u>PENSION PLAN</u></b>	
<b><u>Article XVIII</u></b> .....	28
<u>Permanent Plant Closure - Severance Pay</u> .....	21
<u>Physiotherapist/Massage</u> .....	24
<u>Prescription Safety Glasses</u> .....	24
<b><u>Public Office Leave</u></b> .....	14
<b>R</b>	
<u>REST PERIODS</u> .....	8
<b>S</b>	
<b><u>SAFETY AND HEALTH</u></b>	
<b><u>Article XII</u></b> .....	18
<b><u>SAFETY EQUIPMENT</u></b>	
<b><u>Article XXIII</u></b> .....	33
<b><u>SENIORITY</u></b>	
<b><u>Article VIII</u></b> .....	9
<u>SPARE BOARD EMPLOYEES</u> .....	9
<b><u>STATUTORY HOLIDAYS</u></b>	
<b><u>Article XI</u></b> .....	17
<b><u>SUPPLEMENT NO. 3</u></b>	
<b><u>Job Training Programs</u></b> .....	39
<b><u>SUPPLEMENT NO. 7</u></b>	
<b><u>Medical Travel Allowance</u></b> .....	40
<b>T</b>	
<u>Technological Change - Severance Pay</u> .....	32
<b><u>TECHNOLOGICAL CHANGE</u></b>	
<b><u>Article XXII</u></b> .....	32
<b><u>TOOL INSURANCE</u></b>	
<b><u>Article XXIV</u></b> .....	34
<u>Tools</u> .....	22

<u>Tradesmen</u>	
Ticket Premium.....	4
<b>U</b>	
<b><u>UNION SECURITY</u></b>	
<b><u>Article IV</u></b> .....	2
<b>V</b>	
<b><u>Vacation Allotment</u></b> .....	17
<b><u>Vacation Pay - Percentage of Wages Method</u></b> .....	15
<b><u>Vacation Pay - Regular Job Rate Method</u></b> .....	16
<b><u>VACATIONS WITH PAY</u></b>	
Article X .....	14
<b><u>Vacations-Fifteen Years' Service</u></b> .....	14
<b><u>Vacations-Seven Years' Service</u></b> .....	14
<b><u>Vacations-Thirty Years' Service</u></b> .....	15
<b><u>Vacations-Twenty-Four Years' Service</u></b> .....	15
<b><u>Vacations-Two Years' Service</u></b> .....	14
<b><u>Vision Care</u></b> .....	24
<b>W</b>	
<b><u>WAGES</u></b>	
Article V .....	3
<b><u>Welders</u></b> .....	4
<b><u>Working Foreman</u></b> .....	21