

## A G R E E M E N T

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

BETWEEN:                    LAKELAND MILLS LTD.

(hereinafter known as the 'Company')  
OF THE FIRST PART

AND:                         USW, LOCAL 1-424  
                                  (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 I – 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 II – 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 USW, Local 1-424 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 III – MANAGEMENT**

### **Section 1:**

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

### **Section 2:**

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

## **ARTICLE IV - UNION SECURITY**

### **Section 1:**

The Company will 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 shall, at the time hiring and as a condition of hiring or continued employment, become a member of the Union, and maintain membership therein.

### **Section 3:**

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

### **Section 4:**

- a) Any employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said Employee's refusal to maintain his/her membership.
- b) It is agreed that the application of this Section means that when an employee fails to maintain his/her membership in good standing by refusing to pay dues and assessments, and provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

### **Section 5:**

- a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-laws of Local 1-424 which the Local Unions certified as being correct.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

**Section 6:**

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



**UNITED STEELWORKERS  
CHECK-OFF**



DATE \_\_\_\_\_ YEAR \_\_\_\_\_

NAME OF EMPLOYER \_\_\_\_\_

PLEASE PRINT

OPERATION \_\_\_\_\_

NAME OF EMPLOYEE \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

SOCIAL INSURANCE NO. \_\_\_\_\_ Are you a member of the United Steelworkers or IWA-Canada? \_\_

In what operation were you last employed? \_\_\_\_\_

Local Union \_\_\_\_\_

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-424 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ \_\_\_\_\_
2. Union Back Dues in the amount of \$ \_\_\_\_\_
3. Union Dues \$ \_\_\_\_\_ per month commencing \_\_\_\_\_ Year \_\_\_\_\_
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-424, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT \_\_\_\_\_



**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 V - WAGES**

**Section 1:**

- a) Effective July 1, 2011, the wages of all hourly rated employees will be increased by two percent (2%) per hour.
- b) Effective July 1, 2012, the wages of all hourly rated employees will be increased by two percent (2%) per hour.
- c) Effective the commencement of the first pay period following notice of ratification of the 2009 to 2013 agreement, an across the board wage rate adjustment of \$1.00 per hour will apply for all certified journeyman trades categories, and corresponding pro-rated rate adjustment for all non-certified journeyman trades categories and apprentice categories. This wage adjustment will apply to Power Engineers with the designation of 4th class or higher.
- d) Effective the commencement of the first pay period following notice of ratification of the 2009 to 2013 agreement, positions requiring the utilization of a 5th Class Power Engineer Certificate, shall receive a fifty cent (\$0.50) per hour increase.
- e) The rates resulting from the application of the conversion percentages herein will be rounded as follows:
  - 0 to .49 – down to the nearest cent
  - .50 to .99 – up to the nearest cent
- f) The basic rate for common labour shall be:
  - i) Effective July 1, 2009                      \$24.46 per hour
  - ii) Effective July 1, 2010                     \$24.46 per hour
  - iii) Effective July 1, 2011                    \$24.95 per hour
  - iv) Effective July 1, 2012                    \$25.45 per hour
- g) 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**

- a) 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.
- b) 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: Grading Tickets**

- a) Lumber Graders

All Certified Lumber Graders shall receive the premiums set out below, in addition to the Job Evaluated Rate.

Effective July 1, 1994,  
Class A Grading Certificate – twenty-five cents (25¢) per hour

Effective July 1, 1994  
Class B Grading Certificate – twenty cents (20¢) per hour

Provided that these premiums shall be paid only when actually engaged as lumber graders.

- b) Lumber Grading Certificates

Effective July 1, 1994, any employee holding a Class A or B lumber grading certificate shall receive a premium of fifteen cents (15¢) per hour for all hours worked. There shall be no stacking or pyramiding of premiums.

- c) Grading Tickets shall be permanent and valid certificates, but graders shall remain subject to the regulations of I.L.M.A., C.L.M.A., C.O.F.I., N.F.P.A., P.L.I.B. and other regulatory bodies.
- d) All lumber graders holding grading certificates shall attend upgrading classes as required.
- e) Lumber graders who are required to attend upgrading classes (grading rule changes) shall receive their regular straight time rate for time spent in attending such classes.
- f) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such a policy in effect.

**Section 4: First Aid Attendants:**

- a) Designated First Aid Attendants 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. 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 July 1, 1994, premiums for designated First Aid Tickets shall be:
  - Level 3 - \$0.85 per hour
  - Level 2 - \$0.50 per hour

**Section 5: Welders:**

- a) The following shall be the recognized classifications of “Welder” in the collective agreement as per the criteria established by the British Columbia Industry Training Authority’s (ITA). Welder rates of pay are contained in Supplement #1, Wage Scale for Non-Evaluated Wage Rates.
  - 1. **Welder Level C** - means a person who has a “Welder C” qualification granted from the ITA
  - 2. **Welder Level B** - means a person who has a “Welder B” qualification granted from the ITA
  - 3. **Welder Level A** - means a person who has a “Welder A” qualification granted from the ITA
- 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 6:**

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 7:**

It is agreed that contract fallers and buckers, who have left the employ of the Company for any reason whatsoever, shall receive their final scale slip, and final payment for same, not later than thirty (30) days after their last day of employment.

**Section 8:**

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 9:**

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

**Section 10: Logging Rates**

Logging Rates shall be as set forth in Supplement No. 1.

### Section 11: Return On Capital Employed (ROCE) Payments

Payments will be made to each Employee in the following years based upon ROCE payment triggers. ROCE will be based on the previous calendar year from combined Northern Interior and Central Interior Industry information compiled by Pricewaterhouse Coopers. The calculations applicable to the administration of this table will be conducted by PWC in accordance with the same accounting and calculation methodology employed by PWC for such determinations in the 2003-2009 collective agreement.

Calculated June 30, 2012 and June 30, 2013	
ROCE	Annual Profit Pay
5%	\$150.00
6%	\$190.00
7%	\$230.00
8%	\$270.00
9%	\$310.00
10%	\$350.00
11%	\$390.00
12%	\$430.00
13%	\$470.00
14%	\$510.00
15%	\$550.00
16%	\$590.00
17%	\$630.00
18%	\$670.00
19%	\$710.00
20%	\$750.00

ROCE based payments will apply to all regular Employees on the basis of increments of months worked in a calendar year. Regular Employees who are laid off during the year will be paid on the basis of months in which they actually worked at least one day. For the purposes of this section, vacation will be considered as time worked. These payments do not apply to casual Employees.

Payments will be made by June 30th each year, or in the event that the Pricewaterhouse Coopers results are not available by that date, payments will be made as soon as possible thereafter.

## **ARTICLE VI - 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 VII - HOURS OF WORK AND OVERTIME**

### **Section 1:**

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.
- b) Overtime will be paid at rate and one-half for all hours worked in excess of eight (8) in a day, and for Saturday and/or Sunday, with the following exceptions:

Double straight time rates shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
  - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
  - iii) Item ii) above shall not apply to employees who work on Sunday as a regular scheduled day.
  - iv) For purposes of this provision, a Statutory Holiday shall be considered as a shift worked.
- c) If a Statutory Holiday occurs during the work week, the employees shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half.

### **Section 2: Engineers, Firemen, Millwrights, Maintenance, Repair, Construction Employees and Watchmen**

- a) The regular hours of work shall be five (5) eight-hour days with two (2) days of rest each week Monday through Sunday. Such days of rest will be consecutive days unless mutually agreed to be otherwise between the employee and the Company.
- b) Overtime shall be paid at rate and one-half for all hours worked in excess of eight (8) hours per day, on Sundays and upon the employee's two designated rest days, if worked, with the following exceptions:

Double straight time rates shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
- ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
- iii) Item ii) above shall not apply to employees who work on Sunday as a regular scheduled day.
- iv) For purposes of this provision, a Statutory Holiday shall be considered as a shift worked.

**Section 3: Firefighters, Boatmen, First Aid Men, Cook and Bunkhouse Employees**

- a) The weekly and daily hours shall be in accordance with the Employment Standards Act as amended December 1, 1983.
- b) Time worked by cookhouse and bunkhouse employees shall be computed on a daily basis provided, however, that rate and one-half shall apply to hours worked in excess of eight (8) per day and forty (40) per week.
- c) Interpretation Northern Interior Lumberman's Association and International Woodworkers of America, Local 1-424, December 29<sup>th</sup>, 1960:  
"Joint understanding is that the number of hours constituting a day for cookhouse and bunkhouse employees shall be eight (8) hours and that the rate of wages as set out in the present Agreement shall be considered as pay for the eight (8) hour day."

**Section 4: Alternate Shift Scheduling**

- a) Management shall have the right to implement the following shift schedules:
  - 4-10's between Monday and Thursday
  - 4-10's between Tuesday and Friday
  - 4-10's Split Monday-Friday
  - 3-12's Friday-Sunday
  - 3-12's Saturday-Monday

When alternate shift schedules have been implemented in accordance with the above, the following overtime provisions will apply:

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

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

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

- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hours shifts, all hours in excess of the regular shift.
- ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
- iii) For those employees that complete the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.

C. The parties must mutually agree on resolution of issues such as:

- i) Details of shift, i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons.
- ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

General Principles

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. This Section shall not change existing operational alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing operational alternate shift. An existing alternate shift agreement will cease to exist if it has not been operational for one year.
4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.

5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
6. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on his rest days unless a change in rest days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.
9. The Company will not change an employee's work schedule to avoid a statutory holiday.
10. For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
11. For twelve (12) hour shifts, rest periods will be one (1) ten (10) minute break and one fifteen (15) minute break plus a one-half (1/2) hour paid meal break.
12. Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down-days.
13. Statutory and Floating Holidays will be paid as per the employee's regular schedule.
14. Bereavement Leave and Jury Duty shall be paid consistent with Article IX. These days will be paid at the regular daily wage consistent with the work schedule.
15. Shift Differential shall be paid only for those hours worked outside the recognized dayshift for those employees working the alternate schedule in effect for that crew working in that part of the operation.
16. The Company will provide notice of two weeks prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.

17. For those employees working an alternate shift, the thirty (30) working days referenced in the probationary period section of the Seniority Article will be changed to two hundred and forty (240) working hours.
  18. On a split 4x10 shift, the schedule will delineate the employee's rest day.
  19. All other provisions of this collective agreement will apply except for those that are modified by this section.
- b) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, many include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday unless otherwise agreed by the parties.
  - c) Any variation(s) to the preceding Sections denoting normal hours of work, other than those addressed in (a) above, shall be implemented only upon completion of the following steps:
    - i) Negotiated agreement between the Local Union and Local Management.
    - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of CONIFER and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.
    - iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
    - iv) Majority approval by the employees involved in the proposed variations.
  - d) When alternate shift schedules have been implemented in accordance with b) and c) above, the following overtime provisions will apply:
    - A. Rate and one-half shall be paid for the following:
      - i) After the completion of the regularly scheduled shift.
      - ii) Hours worked in excess of (40) hours per week or forty (40) hours average when there is an averaging period.
      - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
      - iv) All hours worked on Sunday except those excluded in the casual section.

- B. Double straight-time rates shall be paid for the following:
- i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hours shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
  - ii) All hours worked on a Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
- C. Supplement No. 8, Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternates shift schedules established in accordance with section b) through d) above.

**Section 5: Three Shift Operations:**

- a) The Employer shall have the right to operate his/her plant or any part thereof on a three (3) 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.
- b) It is agreed that Clause a) above shall only apply to those employees actually working on a three (3) shift basis.
- c) The Employer shall have the right to determine the number of shifts operated in any unit or department of the operation.

**Section 6:**

It is agreed between the Parties that if three (3) hours or less are necessary after midnight Friday, or on a Statutory Holiday, to complete the shift which commenced on Friday afternoon, or the afternoon preceding the Statutory Holiday, time worked after midnight to complete this shift will be paid at straight time.

**Section 7:**

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

**Section 8:**

Any employee called for work and finding no work available due to reasons beyond his or her control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice canceling the said call.

Such notice shall be considered to be given by an announcement over the appropriate local radio station(s), prior to the commencement of the shift in accordance with Section 2 b) of Supplement No. 2.

**Section 9:**

When an employee is called for work and starts work, he/she shall receive four (4) hours pay at his/her regular rate unless his/her work is suspended because of inclement weather, or other reasons completely beyond the control of the Company.

**Section 10: Call-Back Time**

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

**Section 11:**

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

It is agreed that the two (2) breaks in the above paragraph will be applicable to shifts of seven and one-half (7 ½) hours or more. When a shift is less than seven and one-half (7 ½) hours (i.e.: six and one-half (6 ½) hour graveyard shift) only one (1) break will be given.

**Section 12: Casual Work**

- a) The term 'Casual Work' as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as 'Casual Employees'.
- b) Casual Employees on maintenance, repair or preparatory work shall be paid straight-time rates, and those on production shall be paid rate and one-half for all work performed on Saturday and Sunday.
- c) Casual work on maintenance, repair and preparatory work will be paid at straight-time job rate.
- d) Regular laid-off employees shall not be classified as Casual Employees, and shall have preference for available work over the said casual employees.
- e) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause d), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

**Section 13:**

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 14: 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.

**ARTICLE VIII - SENIORITY**

**Section 1:**

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue 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 work week, 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 that companies signatory to this agreement shall give preference in hiring, competency considered, on the following basis, in the following order:

- 1) Previous employees of the company who have both previous seniority and an application on file.
- 2) Previous employees of the company who have previous company seniority and are seeking employment as a result of operational closures or crew reductions in other operations of the company.
- 3) Laid-off employees of other companies in the communities who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
- 4) Laid-off USW members of Local 1-424 and 1-425 who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
- 5) The provisions of no. 3 and 4 above are limited to USW Certified companies in the Northern Interior Forest Products Industry.
- 6) Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six months of the operational closure or the ninety-day lay-off period.

Applications will be kept on file as active for 60 days. After which time, the person seeking employment must renew applications, or no preference shall be considered.

**Section 8:**

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) Effective July 1, 2003, 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 twelve (12) months for a maximum period of twenty-four (24) 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 9:**

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.

**Section 10: Transfer Of Company Seniority:**

- i) Where Employees of a Company operation are offered, and accept, a position in another division of that Company and successfully complete their probationary period, then their prior Company service date will be applied for annual vacation entitlement and vacation pay purposes.
- ii) Employees will be entitled to a maximum of one floater per Employee per year in the event of transfer.

## **ARTICLE IX – 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 for any Union Business applied for by the Union 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: Pregnancy and Parental Leave:**

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section a).
- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.

- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (d).
- f) An employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under sub-section (b) or (e).

**Section 7: Family Responsibility Leave:**

An employee is entitled to up to 5 days of unpaid Family Leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family.

**Section 8: Compassionate Care Leave  
(To Provide Care Or Support To Family Member with Significant Risk Dying):**

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
  - i) The date the certificate is issued, or
  - ii) if the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.

- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - i) the family member dies;
  - ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

### **Section 9: 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 10: 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 11: 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 X – 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: 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.

### **ARTICLE XI - STATUTORY HOLIDAYS**

#### **Section 1:**

- a) All hourly-rated employees who work on New Year's Day, Good Friday, 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) At the option of the Company, but whenever possible, by mutual agreement with the Plant Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said Holiday.
- e) When a Statutory Holiday falls on a Friday, employees working on a Tuesday to Saturday work week, 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.
- f) 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.
- g) Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs. An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight time rates.

**Section 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	British Columbia Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Remembrance Day
Christmas 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) Cook and bunkhouse employees who work on a statutory holiday shall receive at the end of their regular work schedule, an additional day off with pay to be added to their leave and vacation allowance accumulated in accordance with Article VII, Section 3.
- e) 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.
- f) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- g) 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.

### **Section 3: Personal Floating Holiday**

This section becomes effective September 1<sup>st</sup>, 1978. This Personal Floating Holiday is in lieu of the proposed Heritage Day, but this section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

- a) Personal Floating Holiday  
Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of this Agreement, to be arranged at a time suitable to the Employee and the Company, so that there will be no loss of production.
- b) Qualifying Conditions  
When the Personal Floating Holiday is taken, an employee shall be paid for the said Holiday at his/her regular job rate of pay for his/her regular work schedule, subject to the following conditions:
  - i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday. When an employee has been on the payroll for not less than (90) consecutive calendar days and terminates for whatever reason, and he has not previously taken his personal floating holiday then he shall be paid his personal floating holiday. The parties further agree that payment of the personal floating holiday upon termination shall not be construed as an extension of his period of employment.

- ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his/her Personal Floating Holiday. The employee shall receive notice of the disposition of his/her request a minimum seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv) If an employee is required to work on his/her Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v) Personal Floating Holiday not taken or scheduled by April 30<sup>th</sup> of each contract year will be scheduled by management.
- vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight time rates will apply.
- viii) The parties agree that a regular, full-time employee, when taking his Personal Floating Holiday as provided for under this Article, must have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday, unless his absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

## **ARTICLE XII - 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 and in logging operations, 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:**

The Company will require all Cookhouse employees to have a health card from a recognized doctor within ten (10) days of employment and shall renew same every six (6) months. Cost of medical examination is to be borne by the Employer if the Employee stays on the job thirty (30) days. This requirement is subject to medical service being available.

#### **Section 5:**

Effective July 1, 1989, an IWA-Forest Industry Safety and Health Research Program be established on the following general principles:

- a) The Plan will be jointly trusteeed.
- b) The Plan is to be funded on the basis of an Industry contribution of one-half cent (1/2) per hour per employee per hour worked, effective July 1, 1989.
  - i) When funds in the Plan reach \$100,000, the Employer will contribute an additional one-half cent (1/2 ¢) per hour for a total of one-cent (1¢) per hour.
  - ii) When funds in the Plan reach \$200,000 the additional one-half cent (1/2¢) provided for in i) above will be discontinued until the fund level is again reduced to the \$100,000 level.

#### **Section 6: Right to Refuse Unsafe Work**

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or

- (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
- (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, sections 150 through 153.

### **ARTICLE XIII - GRIEVANCE PROCEDURE**

#### **Section 1:**

A Grievance Committee shall be elected to consist of two (2) to four (4) employees elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one (1) year's experience in the type of operation.

Wherever possible, members shall be selected on a departmental basis.

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

#### **Step 1**

The individual employee involved with or without the 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. If desired the Union Business Agent shall accompany the Committee.

**Step 3**

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

**Step 4**

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

**Section 2:**

- a) If a grievance has not advanced to the next stage under Step 2, 3, or 4 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. The fourteen (14) day limit 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.

**ARTICLE XIV - RIGHT OF REFERENCE**

**Section 1:**

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

**Section 2:**

The Joint Industry Committee shall consist of three (3) representatives selected by the USW. Negotiating Committee and three (3) representatives selected by the Employers represented in the negotiations of this Agreement, and the two (2) committees may be represented by one (1) or more Parties selected by them.

**Section 3:**

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

**Section 4:**

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

**Section 5:**

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

**ARTICLE XV - INTERPRETATION AND ARBITRATION**

**Section 1: Interpretation**

- a) In case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner.
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the Interpreter selected by the Parties.
- c) The Parties agree to \_\_\_\_\_ as the Interpreter for the duration of this Agreement.
- d) In the event that the Interpreter as provided for in c) herein is not available to preside as Interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a Judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as Interpreter for the dispute then pending.
- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

**Section 2: Arbitration**

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the Parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- 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 panel of three (3) Arbitrators. If the Parties fail to appoint the required three (3) Arbitrators, they shall forthwith request the Honorable Minister of Labour of the Province of British Columbia to appoint the arbitrators required. As per the October 27, 2003 Memorandum of Agreement, the Parties agree to review the panel of arbitrators and replace as jointly agreed upon.
- e) The single Arbitrator shall be selected from the panel 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 of the First and Second Parts.

### **Section 3:**

The Parties of the First and Second Parts will each bear one-half (1/2) of the expenses of interpretations and arbitrations including the salary of the Interpreter or Arbitrator plus any 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.

### **Section 5: Expedited Arbitration**

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairman of this Committee will be H Allan Hope, Q.C. The Committee shall report to the parties not later than July 1<sup>st</sup>, 1984.

## **ARTICLE XVI - 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, Camp, 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:**

The Company agrees that the rate for Board and Lodging shall be two dollars and thirty-five cents (\$2.35) per day.

**Section 3: 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 4: 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 5: 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 6: Permanent Plant Closure - Severance Pay**

- a) The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days notice of closure.
- b) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service with the Company, and thereafter for partial years in increments of completed months of service with the Company.

Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service with the Company.

- c) Severance pay for uncompleted years of service shall be computed on the basis of completed months service.
- d) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this article.
- e) If a plant is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in b) above based on their seniority at the time of their layoff.

### **Section 7: Permanent Partial Plant Closure**

The Company shall notify the shop committee and the Union not less than sixty (60) days in advance of intent to institute permanent partial plant closure.

A permanent partial plant closure for a lumber manufacturing facility is defined as the permanent cessation of a Planermill, Sawmill, or Kilns.

Following the application of seniority, employees who are not able to obtain an alternative position in the operation and are therefore laid off are entitled to severance pay of ten (10) days pay (eight (8) hours per day) for each year of service with the Company. Acceptance of severance pay results in termination of employment.

If a Planermill, Sawmill or Kilns is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees who were initially laid off in accordance with the preceding paragraph, and have not obtained an alternative position during the period of indefinite closure, will be entitled to severance pay as provided in the preceding paragraph based on their seniority at the time of their layoff. Acceptance of severance pay results in termination of employment.

The application of this section becomes effective upon ratification of the 2009 to 2013 collective agreement. There is no retroactivity of application of this section to events which occurred prior to ratification.

### **Section 8: 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.

**Section 9: Planerman Training**

The Millwright Apprenticeship Program or the Planermill Maintenance Technician I and II Programs may be utilized by the Company to train Planermen. These programs will be accessed on a site specific basis according to the requirements of the Company.

**Section 10: 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 11: 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 12: 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.

**Section 13: Disciplinary Action:**

For formal disciplinary meetings, where a written warning, suspension or termination is being issued, the employee shall have the option of requesting Union representation.

**Section 14: Ongoing Problem Resolution:**

The Parties agree to a process of ongoing timely resolution of matters as they arise in operations during the term of the Agreement. Either Party may request the involvement of CONIFER and the USW for the purpose of assistance in the resolution of such matters.

**ARTICLE XVII - 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. Effective January 1, 2004, the obligation of the employer to enroll and cover an employee for MSP of British Columbia is triggered only when the employee is not already covered by MSP by some other means.
- b) 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.
- c) Extended Health Care:
  - i) Effective July 1, 2004 the annual Extended Health Care deductible will be increased to fifty dollars (\$50.00) for single or family coverage.
  - ii) Effective January, 1, 2007 the annual Extended Health Care deductible will be increased from fifty dollars (\$50.00) to seventy-five dollars (\$75.00) for single or family coverage.
  - iii) Effective July 1, 2004 the Extended Health Care 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.
  - iv) Effective July 1, 2004 the Extended Health Care Lifetime Maximum shall be increased from \$50 000 to \$75 000.
- d) Medical coverage eligibility shall be the first of the month following date of employment.
- e) Total cost of providing medical coverage, including Extended Health Benefit coverage shall be borne by the Company.

- f)
  - 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.
- g) Participation in the Plan is to be a condition of employment
- h) Coverage to be extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- i) 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.
- j) 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) 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) 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.
- m) 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.
- n) 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.

- o) 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. 10.
- p) Effective July 1, 2000, the existing extended health plan will be amended to include 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 items; wheelchairs
  - vi) New tires for wheel chairs
  - vii) Wheel chair purchase or replacement

## **Section 2: Insurance Coverage**

It is agreed that a Health and Welfare Plan be instituted with the principles hereinafter set out:

### a) Board of Trustees

CONIFER, together with the Interior Forest Labour Relations Association, Forest Industrial Relations Limited,, Canfor Limited, Weldwood of Canada Limited and the IWA-Canada agree to establish one (1) set of trustees for the purpose of developing a common text, a common trust agreement, and a common employee booklet for the six (6) Health and Welfare Plans, covering Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Indemnity.

- b) A Joint Committee, representing CONIFER, the Interior Forest Labour Relations Association, Forest Industrial Relations Limited, Canfor Limited,, Weldwood of Canada Limited, and the IWA-Canada, will be established to study the most effective method of administration of the Plans, reporting to the Parties no later than July, 1984.

### c) CONIFER - USW Board of Trustees

The Board of Trustees, composed of three (3) members representing USW and three members representing CONIFER are responsible for the administration of the Northern Interior Forest Industry Benefit Plan. The Trustees are also responsible for the selection of carriers, funding, adjudication of compassionate appeals, and Health and Welfare problems directly related to the Plan.



vii) 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.

viii) 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.

ix) 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.

- g) Total cost of providing insurance coverage shall be borne by the Company.
- h) Eligibility shall be the first of the month following date of completion of the employee's probationary period.
- i) 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.

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

- j) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, Weldwood of Canada Limited,, and Canfor Limited , and the USW, and there shall be no waiting period for qualified employees changing employers within the Industry.

- k)
  - 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.
- l) Participation in the Plan is to be a condition of employment.
- m) Health and Welfare  
The Parties agree to participate in a joint study during the term of the Collective Agreement (July 1, 2000 – June 30, 2003) to evaluate ways to:
  - i) More effectively integrate the short and long term disability plans,
  - ii) Improve disability management programs and return to work procedures,
  - iii) Consider ways to streamline adjudication procedures, and
  - iv) Lower overall benefit costs

### **Section 3: 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. As per the 2009 to 2013 Memorandum of Agreement, recall and cleaning checkups every nine (9) months.
- 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) Coverage will be portable for all employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, Interior Forest Labour Relations Association, West Fraser Limited, Canfor Limited and the USW, and there shall be no waiting period for qualified employees changing employers within the industry.

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

## **ARTICLE XVIII - PENSION PLAN**

### **Section 1:**

The Parties agree to establish a Pension Plan in accordance with the terms and conditions of the Memorandum of Agreement of the Pension and Sub-Committee dated August 17, 1977.

### **Section 2:**

- a) Hourly Contribution
  - i) Effective July 1, 1992, the Plan will be funded by employer contributions of two dollars and forty cents (\$2.40) per hour per employee per hour worked.
  - ii) Effective July 1, 1993, Employee contributions of ten cents (10¢) per hour per employee per hour worked will be added to the above contribution rate.
  - iii) Additional contributions will be in accordance with Memorandum of Agreement signed on July 1, 2000.
  - iv) Additional contributions will be in accordance with the Memorandum of Agreement signed on October 27, 2003.
    - Effective July 1, 2004, Employee pension plan contributions will be increased by a further twenty-five (\$0.25) cents per hour worked, and a further twenty-five (\$0.25) cents on July 1<sup>st</sup> of each subsequent year of the Agreement.

### **Section 3: Graduated Retirement:**

CONIFER and the Union will participate on a committee to explore and implement changes during the term of the 2003 - 2009 Agreement.

**ARTICLE XIX - LONG TERM DISABILITY**

Effective July 1<sup>st</sup>, 1982, a Long Term Disability Plan be provided based on the following general principles:

- a) The Plan to become effective July 1<sup>st</sup>, 1982
- b) October 1, 2000, the contributions from both the Industry and the Employee will be increased by eight cents (8¢) per hour per employee per hour worked so that contributions will be fifty-five cents (55¢) per hour per employee per hour worked of which the Industry will contribute twenty-seven and one half cents (\$0.275) and the employee will contribute twenty-seven and one half cents (\$0.275)
- c) Effective July 1, 2004, contributions will be increased by 25 cents per hour to produce a total payment of 80 cents per hour per Employee per hour worked, of which the Industry will contribute 40 cents per hour and the Employee will contribute 40 cents per hour.
- d) Effective September 1, 2010, contributions from both the Company and the Employee will be one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the Company will contribute sixty cents (\$0.60) per hour, and the Employees will contribute sixty cents (\$0.60) per hour.
- e) If at any point during the term of the Agreement, the Plan Actuary should determine that the full amount of the increase in contributions is no longer required to amortize the unfunded liability over the ten year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.
- f) Effective July 1, 2004, Employees who become disabled on or after July 1, 2004, shall be eligible to apply for LTD benefits after a 26 week qualifying period.
- g) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- h) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- i) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.

j) **Protection Against Withdrawals**

Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. The unfunded liability formula to be uniform and based on the Plan's unfunded liability divided by the total number of Plan members (at the time of the most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. The Plan Trustees are to be directed to amend the participation agreement accordingly.

**ARTICLE XX - JOB TRAINING**

Job Training Program will be in accordance with Supplement No. 3, which is attached hereto and forms part of this agreement.

**ARTICLE XXI - APPRENTICESHIP TRAINING PROGRAM**

**Section 1:**

a) Apprenticeship Training Programs will be in accordance with Supplements No. 4A and 4B, which are attached hereto and form part of this Agreement.

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

i) 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.

ii) TRAVEL ALLOWANCE

Twenty-five cents (25¢) per kilometer based on the distance for one (1) round trip to school per year. 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.

iii) WAGES

Wage replacement of eight (8) hours per day at the regular apprenticeship rate of pay for each day of training attended.

iv) **Apprenticeship Books & Tuition**

While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.

**Section 2: Apprenticeship Selection Tests**

The Parties agree to utilize the same Apprenticeship Selection Tests as are used in the Southern Interior.

The tests will be used to test applicants prior to selection in accordance with the Letter of Understanding, titled 'Selection of Apprentice Procedure' dated December 22, 1994. It is understood that the position will be awarded to the senior applicant who passes the test.

It is agreed to formulate a committee during the term of the collective agreement to review all aspects of the administration of apprenticeship training, including but not limited to selection processes and prospective loyalty arrangements. The committee will select up to three members from CONIFER and three members from USW Northern Locals. The committee will meet to commence this process by January 1, 2011, to be completed by April 2011.

**ARTICLE XXII - TRAVEL TIME**

Where applicable, employees in logging operations shall be paid at straight time rate for time spent on Company property in excess of eight and one-half (8 ½) hours in any one day between leaving the designated marshalling point, to be agreed upon, and returning to said point, provided always that the said eight and one-half (8 ½) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half (1/2) hour.

**ARTICLE XXIII - 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 XXIV - 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-Grindersmen, 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.

**ARTICLE XXV - 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.

**ARTICLE XXVI - FIREFIGHTING AGREEMENT**

Firefighting Agreement will be in accordance with Supplement No. 5 which is attached hereto and forms part of this Agreement.

**ARTICLE XXVII - SAWMILL JOB EVALUATION**

**Section 1:**

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures set out in a manual dated December 1971, hereinafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual as amended effective April 1<sup>st</sup>, 1995. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 6 to this Agreement.
- b) The process of job evaluation will be conducted in accordance with the provisions of the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan which shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new Benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.
- c) All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-evaluation consistent with the principles and procedures of the Northern Interior Sawmill and Poleyard Job Evaluation Plan.

**Section 2:**

The point range and increments for the twenty-eight (28) groups in the Sawmill and Poleyard Wage Curve are as follows:

Group Level	Points	Effective July 1 2009		Effective July 1 2010		Effective July 1 2011		Effective July 1 2012	
		Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates
1	0-60		\$24.46		\$24.46		\$24.95		\$25.45
2	61-70	0.10	24.56	0.10	24.56	\$0.10	25.05	\$0.15	25.55
3	71-80	0.12	24.68	0.12	24.68	0.12	25.17	0.12	25.67
4	81-95	0.15	24.83	0.15	24.83	0.16	25.33	0.17	25.84
5	96-115	0.15	24.98	0.15	24.98	0.15	25.48	0.15	25.99
6	116-140	0.19	25.17	0.19	25.17	0.19	25.67	0.19	26.18
7	141-165	0.15	25.32	0.15	25.32	0.16	25.83	0.17	26.35
8	166-195	0.28	25.60	0.28	25.60	0.28	26.11	0.28	26.63
9	196-230	0.21	25.81	0.21	25.81	0.22	26.33	0.23	26.86
10	231-270	0.24	26.05	0.24	26.05	0.24	26.57	0.24	27.10
11	271-320	0.23	26.28	0.23	26.28	0.24	26.81	0.25	27.35
12	321-370	0.29	26.57	0.29	26.57	0.29	27.10	0.29	27.64
13	371-420	0.23	26.80	0.23	26.80	0.24	27.34	0.25	27.89
14	421-470	0.30	27.10	0.30	27.10	0.30	27.64	0.30	28.19
15	471-520	0.25	27.35	0.25	27.35	0.26	27.90	0.27	28.46
16	521-570	0.37	27.72	0.37	27.72	0.37	28.27	0.38	28.84
17	571-620	0.23	27.95	0.23	27.95	0.24	28.51	0.24	29.08
18	621-670	0.34	28.29	0.34	28.29	0.35	28.86	0.36	29.44
19	671-730	0.24	28.53	0.24	28.53	0.24	29.10	0.24	29.68
20	731-790	0.37	28.90	0.37	28.90	0.38	29.48	0.39	30.07
21	791-850	0.27	29.17	0.27	29.17	0.27	29.75	0.28	30.35
22	851-910	0.37	29.54	0.37	29.54	0.38	30.13	0.38	30.73
23	911-970	0.38	29.92	0.38	29.92	0.39	30.52	0.40	31.13
24	971-1030	0.29	30.21	0.29	30.21	0.29	30.81	0.30	31.43
25	1031-1090	0.71	30.92	0.71	30.92	0.73	31.54	0.74	32.17
26	1091-1150	0.72	31.64	0.72	31.64	0.73	32.27	0.75	32.92
27	1151-1210	0.79	32.43	0.79	32.43	0.81	33.08	0.82	33.74
28	1211-1270	0.78	33.21	0.78	33.21	0.79	33.87	0.81	34.55

**Section 3:**

- a) The base rate in all Wage Supplements shall be that set out in Section 1e) of Article V - Wages, and shall be the minimum rate.
- b) Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as 'Red Circled Jobs') shall continue at the original rate.

**ARTICLE XXVIII - PLYWOOD JOB EVALUATION**

**Section 1: Implementation**

The Plywood Job Evaluation Program shall be conducted in accordance with the provisions of Supplement No. 7 which is attached hereto and forms part of this Agreement.

**Section 2: Point Range and Increment**

The point range and increments for the twenty-seven (27) groups in the Plywood Wage Curve are as follows:

Group	Points	Effective		Effective		Effective		Effective	
		July 1 2009		July 1 2010		July 1 2011		July 1 2012	
Level		Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates
1	0-81		\$24.46		\$24.46		\$24.95		\$25.45
2	82-91	0.14	24.60	0.14	24.60	0.14	25.09	0.14	25.59
3	92-101	0.16	24.76	0.16	24.76	0.17	25.26	0.18	25.77
4	102-111	0.16	24.92	0.16	24.92	0.16	25.42	0.16	25.93
5	112-121	0.24	25.16	0.24	25.16	0.24	25.66	0.24	26.17
6	122-131	0.16	25.32	0.16	25.32	0.17	25.83	0.18	26.35
7	132-141	0.28	25.60	0.28	25.60	0.28	26.11	0.28	26.63
8	142-151	0.21	25.81	0.21	25.81	0.22	26.33	0.23	26.86
9	152-161	0.24	26.05	0.24	26.05	0.24	26.57	0.24	27.10
10	162-171	0.22	26.27	0.22	26.27	0.23	26.80	0.24	27.34
11	172-181	0.27	26.54	0.27	26.54	0.27	27.07	0.27	27.61
12	182-191	0.19	26.73	0.19	26.73	0.19	27.26	0.20	27.81
13	192-201	0.27	27.00	0.27	27.00	0.28	27.54	0.28	28.09
14	202-211	0.27	27.27	0.27	27.27	0.28	27.82	0.29	28.38
15	212-221	0.22	27.49	0.22	27.49	0.22	28.04	0.22	28.60
16	222-231	0.31	27.80	0.31	27.80	0.32	28.36	0.33	28.93
17	232-241	0.28	28.08	0.28	28.08	0.28	28.64	0.28	29.21
18	242-251	0.29	28.37	0.29	28.37	0.30	28.94	0.31	29.52
19	252-261	0.24	28.61	0.24	28.61	0.24	29.18	0.24	29.76
20	262-271	0.39	29.00	0.39	29.00	0.40	29.58	0.41	30.17
21	272-281	0.43	29.43	0.43	29.43	0.44	30.02	0.45	30.62
22	282-291	0.30	29.73	0.30	29.73	0.30	30.32	0.31	30.93
23	292-301	0.39	30.12	0.39	30.12	0.40	30.72	0.40	31.33
24	302-311	0.40	30.52	0.40	30.52	0.41	31.13	0.42	31.75
25	312-321	0.34	30.86	0.34	30.86	0.35	31.48	0.36	32.11
26	322-331	0.37	31.23	0.37	31.23	0.37	31.85	0.38	32.49
27	332-341	0.36	31.59	0.36	31.59	0.37	32.22	0.37	32.86

**Section 3: Red Circled Jobs**

Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as 'Red Circled Jobs') shall continue at the original rate subject to the provisions of the appropriate supplement (Plywood Job Evaluation, Article 10 - Red Circled Jobs).

**ARTICLE XXIX - POWERHOUSE TRAINING PROGRAM**

A Committee shall be established during the term of the 1977-1979 Agreement to review the Powerhouse Training Program.

**ARTICLE XXX - NEW CONCEPTS COMMITTEE**

A Committee shall be established to study new concepts, including Industrial Democracy, of ways to improve labour management relations in the Northern Interior Forest Products Industry during the term of the 1977 - 1979 Agreement.

**ARTICLE XXX1 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Company will provide for an Employee and Family Assistance Program.

**ARTICLE XXXII - FORESTRY ENVIRONMENTAL COMMITTEE**

A Forestry Environmental Committee shall be established by the Company and the Local Union.

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 XXXIII - NEW AND EVOLVING WORK**

Supplement No. 9 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

**ARTICLE XXXIV – EDUCATION TRUST FUND**

Supplement No. 12 contains the agreed upon general principles and parameters of the Education Trust Fund.

Effective July 1, 2012, the contributions will be increased to five cents (\$0.05) per hour worked per employee.

**ARTICLE XXXV - 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 \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR:

FOR:

LAKELAND MILLS LTD.

USW, Local 1-424

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Financial Secretary

**SUPPLEMENT NO. 1**  
**WAGE SCALE**  
**NON-EVALUATED CATEGORIES**

The individual Wage Scale applicable to this particular Agreement, when signed by Company and Union shall be attached to this section.

	Effective 1 <sup>st</sup> Pay Period Following Notice Ratification of 2009-2013 CA	July 1, 2011 (+ 2%)	July 1, 2012 (+ 2%)
<b>TRADES - Manufacturing</b>			
Auto Mechanic Apprentice - 0 to 1620 Hours	\$26.750	\$27.285	\$27.830
Auto Mechanic Apprentice - 1620 to 3240 Hours	\$27.105	\$27.645	\$28.200
Auto Mechanic Apprentice - 3240 to 4860 Hours	\$27.800	\$28.355	\$28.920
Auto Mechanic Apprentice - 4860 to 5670 Hours	\$28.540	\$29.110	\$29.690
Auto Mechanic Apprentice - 5670 Hours to Certification	\$29.630	\$30.225	\$30.830
Auto Mechanic Certified (ITA Minimum Total Hours - 6480)	\$32.595	\$33.245	\$33.910
Auto Mechanic - Uncertified	\$32.095	\$32.745	\$33.410
Carpenter Apprentice - 0 to 1250 Hours	\$26.750	\$27.285	\$27.830
Carpenter Apprentice - 1250 to 2500 Hours	\$27.105	\$27.645	\$28.200
Carpenter Apprentice - 2500 to 3750 Hours	\$27.800	\$28.355	\$28.920
Carpenter Apprentice - 3750 to 4375 Hours	\$28.540	\$29.110	\$29.690
Carpenter Apprentice - 4375 Hours to Certification	\$29.630	\$30.225	\$30.830
Carpenter Certified (ITA Minimum Total Hours - 5000)	\$32.595	\$33.245	\$33.910
Carpenter - Uncertified	\$32.095	\$32.745	\$33.410
Electrician Apprentice - 0 to 1500 Hours	\$26.745	\$27.300	\$27.845
Electrician Apprentice - 1500 to 3000 Hours	\$27.100	\$27.640	\$28.195
Electrician Apprentice - 3000 to 4500 Hours	\$27.790	\$28.345	\$28.910
Electrician Apprentice - 4500 to 5250 Hours	\$28.535	\$29.105	\$29.685
Electrician Apprentice - 5250 Hours to Certification	\$29.865	\$30.460	\$31.070
Electrician Certified (ITA Minimum Total Hours - 6000)	\$32.835	\$33.490	\$34.160
Electrician - Uncertified	\$32.335	\$32.990	\$33.660
Heavy Duty Apprentice - 0 to 1500 Hours	\$26.745	\$27.300	\$27.845
Heavy Duty Mechanic Apprentice - 1500 to 3000 Hours	\$27.100	\$27.640	\$28.195
Heavy Duty Mechanic Apprentice - 3000 to 4500 Hours	\$27.790	\$28.345	\$28.910
Heavy Duty Mechanic Apprentice - 4500 to 5240 Hours	\$28.525	\$29.095	\$29.675
Heavy Duty Mechanic Apprentice - 5200 Hours to Certification	\$29.865	\$30.460	\$31.070
Heavy Duty Mechanic - Certified (ITA Minimum Total Hours -6000)	\$32.835	\$33.490	\$34.160
Heavy Duty Mechanic - Uncertified	\$32.335	\$32.990	\$33.660
Machinist Apprentice - 0 to 1650 Hours	\$26.870	\$27.405	\$27.955
Machinist Apprentice - 1650 to 3300 Hours	\$27.240	\$27.785	\$28.340
Machinist Apprentice - 3300 to 4950 Hours	\$27.895	\$28.450	\$29.020
Machinist Apprentice - 4950 to 5775 Hours	\$28.680	\$29.255	\$29.840
Machinist Apprentice - 5775 Hours to Certification	\$29.865	\$30.460	\$31.070
Machinist - Certified (ITA Minimum Total Hours - 6600)	\$32.835	\$33.490	\$34.160
Machinist - Uncertified	\$32.335	\$32.990	\$33.660

	Effective 1 <sup>st</sup> Pay Period Following Notice Ratification of 2009-2013 CA	July 1, 2011 (+ 2%)	July 1, 2012 (+ 2%)
Millwright Apprentice - 0 to 1650 Hours	\$26.745	\$27.300	\$27.845
Millwright Apprentice - 1650 to 3300 Hours	\$27.100	\$27.640	\$28.195
Millwright Apprentice - 3300 to 4950 Hours	\$27.790	\$28.345	\$28.910
Millwright Apprentice - 4950 to 5775 Hours	\$28.535	\$29.105	\$29.685
Millwright Apprentice - 5775 Hours to Certification	\$29.865	\$30.460	\$31.070
Millwright - Certified (ITA Minimum Total Hours - 6600)	\$32.835	\$33.490	\$34.160
Millwright - Uncertified	\$32.335	\$32.990	\$33.660
Painter Apprentice - 0 to 1350 Hours	\$26.760	\$27.295	\$27.840
Painter Apprentice - 1350 to 2700 Hours	\$27.250	\$27.795	\$28.350
Painter Apprentice - 2700 to 4050 Hours	\$27.910	\$28.470	\$29.040
Painter Apprentice - 4050 Hours to Certification	\$29.255	\$29.840	\$30.435
Painter - Certified (ITA Minimum Total Hours - 5400)	\$32.360	\$33.005	\$33.665
Painter - Uncertified	\$31.860	\$32.505	\$33.165
Planermill Maintenance Technician Apprentice - 0 to 803 Hours	\$26.800	\$27.335	\$27.880
Planermill Maintenance Technician II Apprentice - 803 to 1605 Hours	\$27.645	\$28.200	\$28.765
Planermill Maintenance Technician II Apprentice - 1605 Hours to Certification	\$28.440	\$29.010	\$29.590
Planermill Maintenance Technician II - Certified (ITA Minimum Total Hours -3210)	\$30.875	\$31.490	\$32.120
Planermill Maintenance Technician II - Non Certified	\$30.375	\$30.990	\$31.620
Planermill Maintenance Technician I - Apprentice - 0 to 1620 Hours	\$30.875	\$31.490	\$32.120
Planermill Maintenance Technician I - Certified (ITA Minimum Total Hours - 1620)	\$32.835	\$33.490	\$34.160
Planermill Maintenance Technician I - Uncertified	\$32.335	\$32.990	\$33.660
Steamfitter/Pipefitter Apprentice - 0 to 1405 Hours	\$26.750	\$27.285	\$27.830
Steamfitter/Pipefitter Apprentice - 1405 to 2810 Hours	\$27.100	\$27.640	\$28.195
Steamfitter/Pipefitter Apprentice - 2810 to 4215 Hours	\$27.790	\$28.345	\$28.910
Steamfitter/Pipefitter Apprentice - 4215 to 4917.5 Hours	\$28.555	\$29.120	\$29.700
Steamfitter/Pipefitter Apprentice - 4917.5 to Certification	\$29.865	\$30.460	\$31.070
Steamfitter/Pipefitter - Certified (ITA Minimum Total Hours -5620)	\$32.835	\$33.490	\$34.160
Steamfitter/Pipefitter - Uncertified	\$32.335	\$32.990	\$33.660
Welder - Level C	\$32.095	\$32.735	\$33.390
Welder - Level B	\$32.595	\$33.245	\$33.910
Welder - Level A	\$32.835	\$33.490	\$34.160
<b>MISCELLANEOUS CATEGORIES - Manufacturing</b>			
Grinderman	\$27.545	\$28.095	\$28.655
Oiler	\$27.575	\$28.125	\$28.690
Second Class Engineer	\$34.325	\$35.010	\$35.710
Third Class Engineer	\$32.835	\$33.490	\$34.160
Fourth Class Engineer	\$31.145	\$31.770	\$32.405
Fireman (4th Class Ticket)	\$29.090	\$29.670	\$30.265
Fireman	\$25.770	\$26.285	\$26.810
Labourer	\$24.455	\$24.940	\$25.440

	Effective 1 <sup>st</sup> Pay Period Following Notice Ratification of 2009-2013 CA	July 1, 2011 (+ 2%)	July 1, 2012 (+ 2%)
<b>FILING ROOM CATEGORIES</b>			
Saw Fitter Apprentice - 0 to 1680 Hours	\$26.755	\$27.290	\$27.835
Saw Fitter Apprentice - 1680 to 2520 Hours	\$27.435	\$27.985	\$28.545
Saw Fitter Apprentice - 2520 Hours to Certification	\$29.115	\$29.695	\$30.290
Saw Fitter - Certified (ITA Minimum Hours - 3360)	\$32.360	\$33.000	\$33.660
Saw Fitter - Uncertified	\$31.860	\$32.500	\$33.160
Circular Saw Filer Apprentice - 0 to 1680 Hours	\$32.360	\$33.000	\$33.660
Circular Saw Filer - Certified (ITA Minimum Hours - 1680)	\$32.835	\$33.490	\$34.160
Circular Saw Filer - Uncertified	\$32.335	\$32.990	\$33.660
Benchman Apprentice - 0 to 1680 Hours	\$32.835	\$33.490	\$34.160
Benchman - Certified (ITA Minimum Hours - 1680)	\$33.760	\$34.435	\$35.125
Benchman - Uncertified	\$33.260	\$33.935	\$34.625

**Red Circled Jobs**

- a) The Company shall supply the Union with a list of employees holding red circled jobs, the said list to include the name of the job category filled, the negotiated rate for the job and the actual rate paid.
- b) Employees on red circle rate who are promoted to a higher group shall regain the red circle rate if subsequently found incompetent to continue in the higher group.
- c) Employees holding red circled jobs who are demoted during a reduction of forces, shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an employee is reassigned to his/her former job, he/she shall regain his/her red circle rate.
- d) If an employee is temporarily transferred at the request of the Company, he/she shall retain his/her existing rate or receive the rate for the new job, whichever is higher. On return to his/her regular job the said employee shall regain his/her red circle rate.

**CHARGEHAND**

A designated Chargehand acting as a representative of the Company is a work coordinator and can exercise job/work direction.

Chargehands do not have the right to hire, discharge or discipline employees.

The Company shall have the right to select employees for the position. The Plant Committee and Local Union will be advised by the Company of Chargehand appointments.

The only premium designated Chargehands shall receive is seventy-five cents (75¢) per hour in addition to their regular job rate.

Any premiums being paid, in excess of this agreement, will be withdrawn effective September 1, 1997.

None of the foregoing is intended to restrict any of the usual activities of a Chargehand as designated by the Company.

**SUPPLEMENT NO. 2**

**ADJUSTMENTS AND INTERPRETATIONS**

In connection with the interpretation of certain clauses in the contract between IWA-CANADA and certain Interior Operators, the following interpretations of the Contract have been agreed upon:

**Section 1:**

With respect to the definition of the two categories Lumber grader and Boomman, the following is agreed upon:

Lumber Grader: One who grades for shipment  
Boomman: One who makes up or breaks down booms or who grades logs.

**Section 2:**

- a) With respect to Call-time as covered in Article VII, Section 8 or Section 9, the following understanding has been reached.

If workers present themselves for work, and due to any conditions beyond their control, there is no work available they shall receive two hours' pay unless sufficient warning has been given cancelling the work call for that day. However, if there is a possibility that work may be available within two (2) hours of the regular starting time, the employer may request employees to stay at their place of employment during the call-time period.

In the case of logging camp employees, the interpretation of call-time shall be as follows:

Employees will not be deemed to have been called for work if they do not leave the camp or the assembly point except those employees using their own means of transportation who present themselves for work not having sufficient warning.

Sawmill employees being transported by Company vehicle shall be covered by the above clause.

- b) It shall be deemed that sufficient notice has been given cancelling the work call for the first or day shift, provided notice has been given over the local radio station (s), wherever possible the previous evening but not later than one and one-half ( 1 ½) hours before shift commences with two (2) broadcasts within a half-hour period. It shall be deemed sufficient notice cancelling call for work for night-shift when notice has been given over the appropriate radio station (s), during the hours 12 noon to 1 p.m., but not later than three (3) hours before shift commences with two (2) broadcasts within a half (1/2) hour period. The above shall apply only within a thirty (30) mile radius of Prince George.

Supplement No. 2 Continued

**Section 3:**

Interpretation of Article VIII, Section 2 c)

This section means that the application of seniority as it is presently applied in the individual plant would remain in effect unless it is or has been changed by agreement between the Company and the Union.

The word 'plant' in this section means a sawmill, a planer mill or a logging operation.

It is agreed that the foregoing understanding shall be of the same force and effect as if they had been written into the actual contract and this Section of Adjustment and Interpretation shall form Supplement No. 2 and be part of the Contract.

**SUPPLEMENT NO. 3**

**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.

Supplement No. 3 Continued

**E. SENIORITY**

8. Seniority to follow the general principles of Article VIII 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. 4 A**

**APPRENTICESHIP TRAINING PROGRAM**

between

COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS  
(CONIFER)

and

IWA-CANADA  
LOCAL 1-424 & 1-425 C.L.C.

in co-operation with

DIRECTOR OF APPRENTICESHIP & INDUSTRIAL TRAINING  
PROVINCE OF BRITISH COLUMBIA

**ARTICLE I – PURPOSE**

The purpose of this Program is to improve the knowledge and skill of persons employed by the Company as Journeymen, Improvers and Helpers in respect of trades named in Article II herein.

**ARTICLE II – TRADES**

- |    |                                      |                     |
|----|--------------------------------------|---------------------|
| 1. | Millwrights                          | - 4 year program    |
| 2. | Heavy Duty Mechanics                 | - 4 year program    |
| 3. | Steamfitter/Pipefitter               | - 4 year program    |
| 4. | Machinist                            | - 4 year program    |
| 5. | Electrician                          | - 4 year program    |
| 6. | Welder                               | - to be established |
| 7. | Planermill Maintenance Technician I  | - 2 year program    |
| 8. | Planermill Maintenance Technician II | - 1 year program    |

**ARTICLE III - GENERAL PRINCIPLES**

**Section 1: Collective Agreement**

All provisions of the Collective Agreement shall be applicable to Apprentices in this Program.

Supplement No. 4a, Article III Continued

**Section 2: Right to Continue**

Once started in the Program, subject however to the provisions of the Collective Agreement, the Apprentice shall have the right to continue, providing he/she passes all of the prescribed tests and work is available to him/her.

**Section 3: Tests**

Upon completion of each period of training in the vocational school, an Apprentice will be required to pass a test. In the event of failure to pass such a test, the Apprentice will be given an 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.

**Section 4: Meaning of 'Year'**

Wherever reference is made to a year as a Helper or Improver it shall mean a period of not less than two hundred (200) working days; the said period to include time spent at the vocational school.

**Section 5: Training Time Entitlement**

Subject to the provisions herein, an Apprentice who is hired by the Company and who has had training in another apprenticeship plan will be given recognition of such training time.

**Section 6: On-The-Job Training**

The Company will ensure that Apprentices will be given the necessary on-the-job practical training.

**ARTICLE IV - SELECTION OF APPRENTICES**

**Section 1: Seniority**

When the Company requires Apprentices, it is agreed that the vacancy will be posted in the operation, and applicants selected in accordance with the provisions of Article VIII of the Collective Agreement.

**Section 2: Successful Applicants**

Successful applicants will be assigned as Helpers for a three (3) month probationary period, unless the applicant's previous experience renders such assignment unnecessary.

Supplement No. 4a, Article IV, Continued

**Section 3: Entrance Standards**

Entrance to the Program will in all cases be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.

**Section 4: Compulsory Entrance**

All present Helpers and Improvers employed by the Company must enter the Program. Helpers and Improvers who cannot qualify in this Program will be reclassified as Labourers with no reduction in rate of pay until such time as they have an opportunity to apply their seniority to obtain a job with equal or a higher rate of pay.

**Section 5: Age Limit**

There will be no age limit for applicants.

**ARTICLE V - TRAINING SCHEDULES**

**Section 1: Assignment as Helper**

All successful applicants, except Welder Apprentices (see appropriate appendix), will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period, prior to attending vocational school, unless the applicants' previous experience renders such assignments unnecessary.

A program for the aforementioned Welder Apprentices will be established by June 1<sup>st</sup>, 1968.

**Section 2: 4-Year Schedule**

	<u>Rating</u>	<u>At Operation</u>	<u>At School</u>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Helper	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks
Fourth Year	Improver	first 11 months	last 4 weeks

**Section 3: 3-Year Schedule**

	<u>Rating</u>	<u>At Operation</u>	<u>At School</u>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Improver	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks

Supplement No. 4a, Article V Continued

**Section 4: Electricians**

Notwithstanding the provisions of Sections 2 and 3 herein, the Electrician Apprentices shall be required to take eight (8) weeks at school during each year of the Program instead of four (4) with the period in the operation reduced accordingly.

**Section 5: Passing Test**

The Apprentice must successfully pass the prescribed test before promotion from Helper to Improver.

**Section 6: Journeyman Qualifications**

“Subject to the conditions of this Section as listed below it is agreed that following completion of the period of required training and upon becoming certified, the journeyman shall receive the certified journeyman’s rate of pay.”

Conditions under which the above will apply:

- a) Only to a journeyman who has gone through the indentured apprenticeship training program under the sponsorship of the Company for which he/she is working.
- b) That he/she is working in the maintenance department.
- c) That all work normally done by the maintenance department is being performed by the persons employed in the maintenance department.
- d) That nothing in this clause shall prohibit the laying off of journeyman, helpers or apprentices if they are not required.
- e) That a journeyman may, when facing lay-off, choose 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.

**Section 7: Vocational School Delay**

If any of the periods provided for in Sections 2, 3, or 4 herein are exceeded by reason of vocational school facilities being unavailable, such period of excess shall be credited to the Apprentice in succeeding training requirements.

Supplement No. 4a Continued

## **ARTICLE VI - WAGE RATES**

### **Section 1: Rates and Increments**

- a) Wage Rates for Helpers in the first term shall be that specified in the Wage Supplement.
- b) An Apprentice who passes his/her test shall receive an increment agreed to between the Company and the Union during his/her second term as a Helper.
- c) The Wage Rate for an Improver shall be that as specified in the Wage Supplement.
- d) An Apprentice who passes a test in the fourth (4<sup>th</sup>) period of vocational training shall receive an increment agreed to between the Company and the Union during his/her second term as an Improver.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as agreed to between the Company and the Union.

### **Section 2: Expense**

Article XXI, Section 1 (b) of the Collective Agreement addresses expense coverage for apprentices to attend technical training.

The employer's contribution for the last (2) weeks at school will be paid upon the employee's return to work.

### **Section 3: Delay in Testing**

Where an employee incurs delay in taking one of the tests under this Program, through no fault of his/her own, the delay shall not prejudice his/her right to wage increments provided for in Section 1 herein.

Supplement No. 4a Continued

## **ARTICLE VII - ADVISORY BOARD**

### **Section 1: Constitution**

There shall be an Advisory Board for each trade covered by the Apprenticeship Agreement, consisting of two (2) representatives of the Industry; two (2) from the Union, one (1) representing the Vocational School and one (1) from the Apprenticeship and Industrial Training Branch.

### **Section 2: Responsibility**

The Board shall be responsible for advising the Department of Labour, Apprenticeship and Industrial Training Branch regarding the content of tests, standards of marking and the school curriculum with respect to the registered Apprentices.

The Board shall not be responsible for the actual setting or marking of tests.

## **ARTICLE VIII - GENERAL PROVISIONS**

### **Section 1:**

Persons presently employed as Journeymen, who do not wish to become certified, shall continue to be employed as Journeymen.

### **Section 2:**

Persons employed as Journeymen, who take the Tradesmen Qualification Exam and fail, shall continue to be employed as Journeymen.

### **Section 3:**

If a present Journeyman fails to pass the test for a voluntary Tradesmen's Qualification Certificate, he/she can then become indentured as an Apprentice at no reduction in rate of pay.

Supplement No. 4a, Article No. VIII Continued

**Section 4:**

There will be a three (3) man committee established to process applicants who make application to be tested under the voluntary Tradesmen's Qualifications, or who become indentured under the Apprenticeship and Tradesmen's Qualification Act. The committee will also determine what vocational training is necessary for persons indentured as Apprentices. Representation on the committee shall consist of the following:

- a) One (1) representative from the Union
- b) One (1) representative from the Industry
- c) One (1) representative from the Apprenticeship Branch

Vocational training will be conducted during day courses. Textbooks and study material will be made available when required.

**ARTICLE IX - TOOLS**

**Section 1:**

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.

**Section 2:**

The Improver 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 himself/herself for the job.

**Section 3:**

The Helper generally shall not be required to own tools, and shall use those designated to him/her. However, in his/her own interest he/she should commence the process of building up a tool kit.

**SUPPLEMENT NO. 4B**

**APPRENTICESHIP TRAINING PROGRAM  
in respect to the  
TRADES OF FILING AND FITTING**

BETWEEN: COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT  
RELATIONS (CONIFER)

AND: IWA-CANADA, LOCAL 1-424 & LOCAL 1-425 C.L.C.

**GENERAL PRINCIPLES**

1. **Plan 'A' - Saw Fitter's Apprenticeship Training Program**

To cover the trade of the Saw Fitter which is defined as follows:

To be competent to fit all types of saws, bandsaws, gang saws, chain saws, etc.

- a) Operate, repair and adjust all saw sharpening equipment and tools.
- b) Basic techniques in welding of saws.
- c) Maintain guides and water lines
- d) Basic techniques in benching of circular saws, slashers and trim saws.

Note: It is agreed that the Parties will not use the training program to change the job content of the jobs of the present saw fitters.

**Plan 'B' - Circular Saw Filer Apprenticeship Training Program**

To cover the trade of a Circular Saw Filer which is defined as follows:

Must be a qualified Saw Fitter and be competent to bench all circular and gang saws (tensioning, weld cracks and weld on teeth): be able to repair and maintain all filing room equipment: also must have a working knowledge of allied mill equipment, only as it applies to his/her job.

**Plan 'C' - Benchman Apprenticeship Training Program**

To cover the trade of a Benchman which is defined as follows:

Must be a qualified Saw Fitter and Circular Saw Filer, in addition be able to bench circular and band saws. Must have a working knowledge of all allied sawmill machinery including the lining up of head rigs and grinding of band wheels.

2. The Parties agree that the object of the above Plans is to improve the knowledge and skill of persons employed as filers and fitters in the Industry.
3. The normal period of training will be:

Safety is an important part of the training program as outlined below; as such, it forms an integral part of each phase of the program.

a) **Saw Fitters**

Pre-apprenticeship Training - In-plant three (3) months.

**1<sup>st</sup> Term:** a) 3 weeks at school, depending on class size-then writes an examination.  
b) 11 months in-plant training.

**2<sup>nd</sup> Term:** a) 3 weeks at school - then writes an examination.  
b) 8 months in-plant training.

**3<sup>rd</sup> Term:** a) 3 weeks at school - then writes an examination - if he/she passes the test, he/she becomes certified as a Saw Fitter.

b) **Circular Saw Filers**

Must spend a minimum of three (3) months in-plant training as an apprentice Circular Saw Filer.

**1<sup>st</sup> Term:** a) 4 weeks at school, then writes an examination.  
b) 8 months in-plant training

**2<sup>nd</sup> Term:** a) 2 weeks at school, then writes an examination. If he/she passes the test, he/she becomes a Certified Saw Filer.

c) **Benchman**

Must spend a minimum of three (3) months in-plant training as an apprentice Benchman.

**1<sup>st</sup> Term:** a) 3 weeks at school, then writes an examination.  
b) 11 months in-plant training.

**2<sup>nd</sup> Term:** a) 2 weeks at school, then writes an examination. If he/she passes the test, he/she becomes a Certified Benchman.

Supplement No. 4b, Continued

**Note:** The above periods of in-school training may be altered by mutual agreement, subject to the experience in the Industry and in consultation with the Apprenticeship Branch of the Department of Education.

4. All provisions of the Collective Agreement will be applicable to apprentices in the Plan.
5. Once started in this Plan, the apprentice, subject however to the provisions of the Collective Agreement, will have the right to continue in any one (1) program provided he/she passes all of the prescribed tests and work being available to him/her.
6.
  - a) Upon completion of each period of training in the Vocation School, an apprentice Saw Fitter will be required to pass a test. In the event of failure to pass such a test, the apprentice Saw Fitter will be given a second opportunity, but in the event of failure to pass on the occasion of the second such test he/she will be required to withdraw from the Plan. Any Saw Fitter apprentice who fails to qualify at any stage in the Program will be allowed to apply his/her seniority as it is applied in a lay-off. On completion of the third period of training in Vocational School an apprentice Saw Fitter will be required to pass a test. On passing the test he/she will become a Certified Saw Fitter.
  - b) On completion of the first period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. In the event of failure to pass such a test the apprentice Circular Saw Filer will be given a second opportunity, but in the event of failure to pass on the occasion of the second such test, he/she will be required to withdraw from the Program and return to the position of a Saw Fitter.

On completion of the second period of training in Vocational School an apprentice Circular Saw Filer will be required to pass a test. On passing the test, he/she will become a Certified Circular Saw Filer. In the event that he/she fails to pass the test, he/she will be given a second opportunity. If he/she passes the test on the second occasion he/she becomes a Certified Circular Saw Filer. Should he/she fail to pass the test on the second occasion he/she will be required to withdraw from the program and return to the position previously held, that of a Saw Fitter.

- c) Upon completion of the first period of training in Vocational School an apprentice Benchman will be required to pass a test. In the event of failure to pass such a test the apprentice Benchman will be given a second opportunity, but in the event of failure to pass on the occasion of the second test, he/she will be required to withdraw from the program and return to the position of a Circular Saw Filer.

Supplement No. 4b, Item 6 c) Continued,

On completion of the second period of training in Vocational School an apprentice Benchman will be required to pass a test. On passing the test, he/she will become a Certified Benchman. In the event that he/she fails to pass the test, he/she will be given a second opportunity. If he/she passes the test on the second occasion he/she becomes a Certified Benchman. Should he/she fail to pass the test on the second occasion he/she will be required to withdraw from the program and return to the position previously held, that of a Circular Saw Filer.

7. Wherever reference is made to a year as an Apprentice, it will mean a period of not less than two hundred (200) working days, the said period to include time spent at the Vocational School. In the event a participant works less than two hundred (200) days and has attended Vocational School within the year, he/she may be given the opportunity to take the required test.
8. Subject to the provisions herein, an apprentice will be entitled to recognition of training time in the Plan in the event of his/her moving from one employer in the Industry to another.

#### **SELECTION OF APPRENTICES**

- a) Present trainees who are employed full-time, will be indentured in the Program.
- b) Upon entering the filing room, spares will be indentured into the Apprenticeship Program subject to the limitation of General Principles, Point 5 contained herein.
- c) Subject to General Principles, Point 5 trainees will be allowed to complete their program to meet the requirements of the operation in which they work.
- d) **Saw Fitter Apprentices:** It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with Article VIII - Seniority.
- e) **Circular Saw Filer Apprentices:** It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with Article VIII - Seniority. Applicants must be Certified Saw Fitters.
- f) **Benchman Apprentices:** It is agreed that the vacancy will be posted in the operation and applicants selected in accordance with Article VIII - Seniority. Applicants must be Certified Circular Saw Filers.

Supplement No. 4b Continued

### **CERTIFICATION OF PRESENT TRADESMEN**

Present Saw Fitters, Circular Saw Filers, and Benchmen employed in the Industry who do not wish to become certified shall not have their seniority rights prejudiced through lack of certification.

Present Saw Fitters, Circular Saw Filers and Benchmen will have the right to write a qualifying examination in their respective classification. If they pass the examination they shall receive the appropriate certified rate. If they fail the examination they shall be slotted into the appropriate apprenticeship program with the view to upgrading and eventually becoming certified. Should they fail as per the steps outlined in 6 a), b) or c), they will be subject to the provisions outlined therein.

Present tradesmen, who write the Tradesmen Qualification Examination will be tested on the basis of the job content of the present jobs in the filing room in which they work.

### **ADVISORY BOARD**

1. There will be an Advisory Board consisting of two (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School and one (1) from the Apprenticeship Branch.
2. The Board will be responsible for advising the appropriate school authorities, Department of Education and Department of Labour regarding the content of tests, standards of marking and the school curriculum.
3. The Board will not be responsible for the actual setting or marking of tests.

**OUTLINE OF THE FILER'S  
AND FITTER'S TRAINING PROGRAM**

**FITTER'S APPRENTICESHIP PROGRAM**

<u>Instruction Breakdown</u>	<u>Weeks</u>	<u>Work Involved</u>
<b>1<sup>st</sup> Term:</b> Fitting bandsaws and gangs	3	Reasons for swage. Swage and shaper adjustment. Reasons for crumble, et cetera. Tooth profile. Tooth alignment. Sharpener operation.
Fitting Circular Saws		Setting and sharpening of cut off saws. Automatic and hand gumming. Swaging, shaping and sharpening circular, and rip saws. Automatic and hand sharpening. Spring set circular rip saws. Sharpening and retoothing. Inserted tooth cut off and rip.
Grinding wheels Instruction of types, dressing, etc.		
<b>2<sup>nd</sup> Term:</b> Review of 1 <sup>st</sup> year school training	3	As 1 <sup>st</sup> year
Repair and adjust equipment used by a fitter		
All phases of filing room welding (acetylene) Theory and practical		Gauge setting Flame adjustment Tip size Torch handling Penetration Welding cracks
All phases of chainsaw filing		
Carbide (tipping and dressing only)		Preparing seats Braze in carbide Teeth - dressing

Filer's & Fitters Training Program Continued

<u>Instruction Breakdown</u>	<u>Weeks</u>	<u>Work Involved</u>
<b>3<sup>rd</sup> Term</b>		
Review 2 <sup>nd</sup> term	3	
Preliminary circular saw tensioning anvil instruction		Leveling, plumbing
Capable of hammering slashers, trim saws		
Guide maintenance on bandsaws straight and pressure. Sheer board setting Wheel scrapers Water lines		Theory
Welding		Point build up Tooth replacement Benching of welds

Filer's & Fitters Training Program Continued

Instruction Breakdown

Weeks

Work Involved

CIRCULAR SAW FILER'S APPRENTICESHIP PROGRAM

**1<sup>ST</sup> Term:**

To become proficient in hammering 4  
all circular saws, rip and cut-off  
used in sawmill and planer

Level and tension, plumb  
All circular saws, including hollow ground.  
(theory 108 cut off).  
Thin edgers  
Carbide double arbour  
Review of Basic Shop Mathematics

**2<sup>nd</sup> Term:**

Benching gang saws 2  
Stretcher roll and heat

Leveling tension and back.  
Check tabs  
Theory

Filing room machine maintenance  
Be able to maintain and repair all  
filing room equipment.

Trouble shooting of Circular Saw  
Machinery

Filer's & Fitters Training Program Continued

Instruction Breakdown                      Weeks   Work Involved

BENCHMAN APPRENTICESHIP PROGRAM

**1<sup>ST</sup> Term:**

Complete bandsaw                                      3                      Bench bandsaws in entirety.

Bench work (roll stretcher and heat)                                      Stretcher roll and heat.

Strain calculations

Welding

Further training.

Theory

Learn alignment of mill machines

Head rig, edger, resaws, trim,  
cut-off, etc.

Band mill Wheel Grinding

**2<sup>nd</sup> Term:**

Saw Capacity Study                                      2                      Theory

Feeds, tooth bite, gullet capacity  
saw speeds.

Tooth spacing

(Circular and Band)

Trouble shooting.

**SUPPLEMENT NO. 5**

**FIREFIGHTING AGREEMENT**

The following terms and conditions shall be applicable for the duration of the current Collective Agreement during 'Company Responsibility Fires'.

It is understood that the terms of this Agreement only apply to the employees in the employ of the Company at the time the fire started. Any person hired for firefighting after the start of the fire will work under the rates and conditions as required by the B.C. Forest Service.

**1. DEFINITIONS**

a) **Accidental Fire**

Any fire not deliberately ignited by the Company to dispose of slash or waste, and which requires active measures to extinguish.

b) **Slash Escape Fire**

Any slash fire ignited by the Company which has escaped the pre-determined boundaries and requires active measures to extinguish.

c) **Slash Control Fire**

Any slash fire ignited by the Company which is contained within the pre-determined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in a) and b) above.

d) **Company Responsibility Fire**

Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.

e) **Forest Service Fire**

Any fire in respect of which the B.C. Forest Service accepts responsibility for direction of measures to extinguish.

f) **Fire Fighting Rates**

The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Agreement.

g) **Regular Job Rates**

Rates of pay to employees for the performances of their regular jobs, as set out in the Wage Supplement of the Collective Agreement.

h) **Statutory Rates**

Rates of pay established by B.C. Forest Service for fire fighting.

Supplement No. 5 Continued

2. **COMPANY CONTROLLED TIMBER**

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

3. **FIRE FIGHTING RATES**

- a) The basic rate shall be the base rate shown in the Collective Agreement and shall apply to all employees engaged in fighting Company Responsibility Fires except those performing one of the following fire fighting jobs:

Category	July 1, 2009	July 1, 2010	July 1, 2011	July 1, 2012
Crew Boss	\$26.24	\$26.24	\$26.76	\$27.30
Cat Operators	\$26.18	\$26.18	\$26.70	\$27.24
Skidder Operators	\$25.71	\$25.71	\$26.22	\$26.74
Power Saw Operators	\$25.60	\$25.60	\$26.11	\$26.63
<b>Mechanics</b>	<b>Regular Job Rate</b>			
Slip-on Tank and/or Trailer Tank with Pump Driver Operator	\$25.94	\$25.94	\$26.46	\$26.99
Water Tank Truck with Pump Driver Operator	\$25.31	\$25.31	\$25.82	\$26.34
Service Truck/Bus Drivers	\$25.22	\$25.22	\$25.72	\$26.23
Pumpman	\$25.27	\$25.27	\$25.78	\$26.30

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

- d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.

4. **BOARD AND LODGING** (While fighting Company Responsibility Fires)

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

5. **TRAVEL TIME**

Travel time for employees engaged in fire fighting will be paid in accordance with the Collective Agreement.

6. **SLASH BURNING**

All employees engaged in patrolling or controlling slash fires which have been set by the Company will be paid their regular job rate and overtime conditions will apply.

7. **INTERPRETATIVE NOTES**

- a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to the normal conditions provided for in the Collective Agreement.
- b) The meaning of the word 'extinguish' as used in this Agreement shall include the act or process of suppression to the point when the fire requires fire patrolmen only.

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

**SUPPLEMENT NO. 6**

**B.C. NORTHERN INTERIOR SAWMILL & POLEYARD  
JOB EVALUATION PLAN**

**Article 1 - Principles & Procedures**

The Parties to this Agreement mutually agree to implement and administer a job evaluation program for the Northern Interior sawmilling sector in accordance with the principles and procedures adopted in the British Columbia Northern Interior Sawmill & Poleyard Job Evaluation Manual (hereinafter referred to as the 'Manual'). Guidelines for manual interpretation and gradings on record will serve as the basis for subsequent evaluation consistent with any future decisions rendered by the Industry Standing Committee.

**Article 2 - Industry Standing Committee**

There shall be a Standing Committee constituted and named the B.C. Northern Interior Industry Standing Committee to consist of one (1) designated representative of CONIFER, one (1) designated representative of, one (1) designated representative of Canfor, one(1) designated representative of the Babine/Houston Group, and two (2) or more designated representatives of I.W.A. Canada.

**Article 3 - Function of the Industry Standing Committee**

The B.C. Northern Interior Industry Standing Committee shall provide general oversight of the operation of the Plan with responsibility of:

- a) Resolving all job evaluation problems referred by the Industry Job Evaluation Committee.
- b) Resolving any other job evaluation matters involving the job evaluation plan, which fall within its jurisdiction.

**Article 4 - Industry Job Evaluation Committee**

- a) Each company participating in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan shall designate an evaluator to be its member representative to the Industry Job Evaluation Committee and I.W.A. CANADA shall designate one (1) member representative.
- b) Wherever possible the efforts by the members of the Industry Job Evaluation Committee may be consolidated for practical purposes.

Supplement No. 6, Article No. 4 Continued

- c) The Industry Job Evaluation Committee shall assume general responsibility for the uniform administration of the job evaluation program.
- d) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

**Article 5 - Plant Job Review Committee**

- a) There shall be a committee constituted in each plant named the Plant Job Review Committee to consist of two (2) members representative of Management and two (2) members representative of the employees. At least one (1) representative of Management must be a member of the Plant's salaried staff or Management, and at least one (1) representative of the employees must be an employee of the Plant whose job is subject to Sawmill Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither party may choose as its representative a member of the Industry Job Evaluation Committee or any person who is employed as a Job Evaluator by the Company or by I.W.A. Canada.
- b) The Company shall reimburse any of its hourly-paid employees for time lost from their regular work schedule while acting as a member of the Plant Job Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Plant Job Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

**Article 6 - Function of the Plant Job Review Committee**

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed on to the Industry Job Evaluation Committee for further action. The documents required will include a 'Request for Job Evaluation' form submitted either by an individual employee or by local management, and a fully completed 'Job Study Record' form which provides sufficient information for the subsequent work of the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement the Plant Job Review Committee shall at the request of any one of its members immediately forward the Request for Job Evaluation, together with any other documents on

which there is unanimous agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.

Supplement No. 6, Article No. 6 Continued

- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding. The Plant Job Review Committee will be responsible for informing Management and the employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee, will, similarly, be communicated with reasons to those concerned.
- d) Nothing in the Article limits the rights of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

#### **ARTICLE 7 - Application of Program**

The job evaluation program shall apply to all hourly paid employees in the B.C. Northern Interior Sawmill industry except those categories listed below:

Planermill Maintenance Technician I and II  
Millwright  
Machinist  
Blacksmith  
Welder  
Pipefitter - including Sprinklerman  
Mechanics  
Electrician  
Painter  
Carpenter  
Bricklayer  
Steamfitter  
Boilermaker  
Saw Filers, Fitters, Benchmen and helpers  
Engineers (Boiler House)  
Firemen (Boiler House)  
Grinderman  
Oiler  
and Improvers and Helpers to the above trades.

Supplement No. 6 Continued

**ARTICLE 8 - Direction of Work**

Job Evaluation descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restriction on the right of the Company to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the evaluation the Industry Job Evaluation Committee shall make such a review in accordance with the procedure set out herein.

**ARTICLE 9 - Re-evaluation**

- a) When a job has moved to a higher group as a result of re-evaluation, the resulting rate shall be retroactive from the date that Management or the employee has applied to the Plant Job Review Committee for re-evaluation.
- b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent(s) shall maintain their job rate as a red circle rate subject to the provisions of Article 11 herein.

**ARTICLE 10 - New Jobs Created**

Where the Company has exercised its right to create a new job, a temporary rate shall be set by Management.

- a) When the evaluated rate for a new job is higher than the temporary rate, the resulting rate shall be retroactive from the date that the job was installed.
- b) When the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall continue the temporary rate.

**ARTICLE 11 - Red Circle Protection**

- a) The Company shall supply the Union with a list of employees holding red circled jobs, the said list to include the name of the employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.
- b) Employees on red circle rates who are promoted to a higher rate shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.

Supplement No. 6, Article 11 Continued

- c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an employee is reassigned to their former job they shall regain their red circle rate.
- d) If an employee is temporarily transferred at the request of the Company they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return to their regular job the said employee shall regain their red circle rate.

**ARTICLE 12 - Referral Procedure**

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- c) If the Industry Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for settlement.
- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union local. In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of I.W.A. CANADA and the employer representative care of the offices of the Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

**ARTICLE 13 - Training Program**

A program of training for members of the Plant Job Review Committee in each plant shall be instituted, the details of which shall be arranged by those companies included and the I.W.A. CANADA in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan.

Supplement No. 6 Continued

**ARTICLE 14 - General Provisions**

When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the cancellation of the applicable job description and classification shall be established.

**SUPPLEMENT NO. 7**

**PLYWOOD JOB EVALUATION**

**Article 1 - Principles and Procedures**

The implementation and administration of the job evaluation program shall be in accordance with the principles and procedures set out in a Manual dated September, 1955, and entitled 'Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia' as amended July, 1966 and as further amended April, 1971 (hereinafter referred to as the 'Manual').

**Article 2 - Industry Job Evaluation Committee**

There shall be a committee constituted and named the Industry Job Evaluation Committee (hereinafter referred to as the 'Plywood Evaluation Committee') to consist of one (1) member representative of CONIFER and one (1) member representative of IWA-CANADA.

**Article 3 - Function of Plywood Evaluation Committee**

- a) The Plywood Evaluation Committee shall assume general responsibility for the administration of the job evaluation program.
- b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

**Article 4 - Plant Job Review Committee**

- a) There shall be a committee constituted in each plywood plant named the Plant Job Review Committee (hereinafter referred to as 'Review Committee') to consist of two (2) members representative of Management and two (2) members representative of the employees. At least one (1) representative of Management must be a member of the Plant's salaried staff or Management, and at least one (1) representative of the employees must be an employee of the Plant whose job is subject to Plywood Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither Party may choose as its representative a member of the Plywood Evaluation

Committee or any person who is employed as a job evaluator by CONIFER or by IWA-CANADA.

- b) The Company shall reimburse any of its hourly paid employees for time lost from his/her regular work schedule while acting as a member of the Review Committee or while presenting information, regarding his/her own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

#### **Article 5 - Function of Review Committee**

- a) The Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Plywood Evaluation Committee for further action. The documents required will include a 'Request for Job Evaluation' form submitted either by an individual employee or by local management, and a fully completed 'Job Description' form which provides sufficient information for the subsequent work of the Plywood Evaluation Committee. The form of the Documents, the procedures for submitting and handling them and the time limits for completion may be amended as required by the Plywood Evaluation Committee under the authority given them by Article 3 of this Supplement.
- b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement within the established time limit, the Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Plywood Evaluation Committee and then have no further responsibility for documenting that request.
- c) When the Plywood Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Review Committee. The Review Committee will be responsible for informing Management and the employees concerned, giving reasons for the outcome where these are available. A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Plywood Evaluation Committee, will, similarly, be communicated with reasons to those concerned.
- d) Nothing in the Article limits the right of the Plywood Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description or specification submitted to them in support of a Request for Job Evaluation form.

Supplement No. 7 Continued

**Article 6 - Application of Program**

The job evaluation program shall apply to all hourly paid employees in the Plywood industry except Journeymen Tradesmen, Improvers, Helpers, Powerhouse and Boom Crews, Oilers and Grindermen.

**Article 7 - Direction of Work**

Job Evaluation descriptions are written with the intent to set forth the general duties and requirements of the job and shall not be construed as imposing any restriction on the right of the Company to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the evaluation the Plywood Evaluation Committee shall make such a review in accordance with the procedure set out herein.

**Article 8 - Re-Evaluation**

- a) When a job has moved to another group as a result of re-evaluation, the wage rate for the new grade shall be effective on the date that Management or the employee has applied to the Review Committee for re-evaluation.
- b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain his/her job rate as a red circle rate subject to the provisions of Article 10 herein.

**Article 9 - New Jobs Created**

Where the Company has exercised its right to create a new job, a temporary rate shall be set by Management. The permanent rate for the said job as determined by the Plywood Evaluation Committee shall be effective as of the date the job was installed. If the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall be allowed to continue at the temporary rate.

Supplement No. 7 Continued

**Article 10 - Red Circle Jobs**

- a) The Company shall supply the Union with a list of employees holding red circled jobs, the said list to include the name of the employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.
- b) Employees on red circle rates who are promoted to a higher grade shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.
- c) Employees holding red circle jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an employee is reassigned to his/her former job he/she shall regain his/her red circle rate.
- d) When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the cancellation of the applicable job description and classification shall be established.
- e) If an employee is temporarily transferred at the request of the Company he/she shall retain his/her existing rate or receive the rate for the new job, whichever is higher. On return to his/her regular job the said employee shall regain his/her red circle rate.

**Article 11 – Seniority**

- a) Subject to the provisions herein set out, Article VIII - Seniority of this Agreement shall continue to apply.
- b) Promotions shall be made only where a vacancy exists.

**Article 12 - Referral Procedure**

- a) When the Plywood Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.
- b) When an employee's request for re-evaluation results in no change being made in the job grade, or in a reduction, or when a Management requests results in no change or in an increase, the Plywood Evaluation Committee shall give to the appropriate Review Committee a short statement of the reasons for the decision. The statement should not go into great detail, but should indicate the criteria used in sufficient depth to show the applicant that the request was given adequate attention.

Supplement No. 7, Article 12 Continued

- c) An evaluation done by the Plywood Evaluation Committee shall be final and binding on the parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- d) If the Plywood Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to CONIFER and to IWA-CANADA for settlement.
- e) All communication between any Plant Review Committee and the Plywood Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Review Committee, the Union representatives will be addressed care of the office of the appropriate Union local and the employer representative care of the Company's offices at the Plant. In the case of communications to the Plywood Evaluation Committee, the union representative will be addressed care of the offices of IWA-CANADA, Vancouver, and the Employer representative care of the offices of CONIFER.

**Article 13 - Training Program**

A program of training for members of the Review Committee in each plant shall be instituted, the details of which shall be arranged by CONIFER and IWA-CANADA.

**SUPPLEMENT NO. 8**

**ALTERNATE SHIFT SCHEDULING**

**A. FLEXIBILITY OF HOURS OF WORK**

The Parties recognize the need for flexibility of hours other than those outlined in Article VII - Hours of Work, Sections 1 and 2, for the express purpose of better utilization of manpower and capital such as:

Balancing of production  
Maintenance  
Market requirements  
Even flow production  
Emergency or unexpected harvesting programs  
Continuous scheduling (e.g., Logging, Engineers, Firemen, Maintenance, Watchmen).

**B. SHIFT SCHEDULING**

The parties agree that the following shift schedules are examples of the type which will provide the flexibility required to meet the needs expressed above provided the provisions of Article VII Section 4 (b) (i) and (ii) have been met.

1. Logging
  - (a) compressed schedules consisting of 10 hours per day, 4 days per week
  - (b) non-continuous schedules such as 10 days on 4 days off
  
2. Manufacturing
  - (a) 2 crews working 4 days, 10 hours per shift;
  - (b) up to 3 crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week;
  - (c) employees working in continuous operations may be scheduled to work shifts other than (a) or (b) above.
  
3. Maintenance
  - (a) shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive;
  - (b) three shifts per week, not exceeding 12 hours per day.

Supplement No. 8, Item B Continued

4. Other Shifts

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

**C. IMPLEMENTATION**

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

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII. It is anticipated that Local Unions will make sincere attempts to assist the companies wishing to introduce alternate shift schedules. The Parties must mutually agree on the resolution of issues such as:
  - (a) Details of shift.
  - (b) Details of Statutory Holidays, Floating Holiday, Bereavement Leave and Jury Duty.
  - (c) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
  - (d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
  - (e) The use of employees for supplementary production work.
2. The Camp or Plant Committee and the crew will be actively consulted by the parties during this process.

**D. GENERAL PRINCIPLES**

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

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.

Supplement No. 8, Item D Continued

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

**SUPPLEMENT NO. 9**

**LETTER OF UNDERSTANDING**

**New and Evolving Work**

**Preamble**

CONIFER and IWA-CANADA agree to a process which seeks to balance the economic concerns of the member companies with the needs of their employees to have access to New and Evolving Work within the Northern Interior Forest Industry.

This process is intended to deal with:

- i) employment for regular company employees who are displaced by reduction in Annual Allowable Cuts or other land use decisions.
- ii) additional opportunities for bargaining unit employment in new work that may be created in the forest industry.
- iii) replacement bargaining unit employment in new or evolved work which may develop in future

**Process:**

1. This letter establishes a process for the Company and the Local Union to discuss opportunities for having company employees perform new and evolving work within the forest industry in:
  - Value Added
  - Remanufacturing
  - Opportunities created through B.C. Forest Renewal funding.
2. Companies and Local Unions are committed to working together towards making new work opportunities available to company employees. It is understood to accomplish these goals the parties must achieve:
  - efficiency and cost effectiveness on a fair and reasonable basis
  - quality objectiveness
  - safety objectives
3. The parties recognize that they cannot reasonable anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.

Supplement No. 9 Continued

4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiating committees will be jointly available to clarify this agreement, and to assist parties on a case by case basis.
5. Issues must be resolved in a timely fashion.
6. This letter will expire on June 30, 2000, unless specifically renewed by both parties.

**Dispute Resolution Process:**

In order to assist member companies and Local Unions in resolving disputes which may arise as a result of this Letter, CONIFER and IWA-Canada agree to:

- a) Establish a joint Dispute Resolution Committee comprised of three (3) representatives from management and three (3) representatives from the Union to fact find and assist the company and Local Union in reaching a solution.
- b) Management or the Local Union can request the assistance of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

Agreed to on behalf:

**IWA - CANADA**

**COUNCIL ON NORTHERN INTERIOR  
FOREST EMPLOYMENT RELATIONS**

Signed by:

Signed by:

H. Arcand  
B. Symmes  
F. Everitt

D. A. Gunderson  
R. A. Rogers

Date: October 4, 1994

Date: October 4, 1994

Paragraph 6 amended by Memorandum of Agreement dated 7<sup>th</sup> August 1997.

Supplement No. 9 Continued

NEW AND EVOLVING WORK  
CLARIFICATION OF N.E.W. IMPLEMENTATION

The Parties agree to:

- (a) Activate the Task Force provided for in Supplement No. 9 by June 30, 1998.
- (b) In the event there are unresolved issues related to the implementation of the N.E.W. process the company or local union concerned will seek the assistance of the Dispute Resolution Committee in resolving the issues.
- (c) Appendix No. 9 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

By Memorandum of Agreement 7<sup>th</sup> August 1997.

Supplement No. 9 Continued

## LETTER OF UNDERSTANDING

### Task Force

CONIFER and IWA-Canada have agreed to a Task Force, comprised of three (3) representatives from management and three (3) representatives of the Union, with co-Chairmen from each party. The Task Force will examine the changes and trends in the forest industry.

The terms of reference for the Task Force will be as follows but may include other matters the parties wish to explore.

1. To examine the change(s) taking place within the Industry and the impact on Union/Management relations.
2. To identify any procedure, policy, agreement, work schedules, method, working environment, people utilization, and company practice which contributes to efficient, safe production performance while expanding the current workforce.
3. To identify what changes are appropriate to improve the overall Industry's ability to harvest and manufacture the timber in a safe, economical manner.
4. To identify opportunities for employees to learn new skills and to train company employees to operate the equipment and perform the other jobs associated with the evolving jobs within the B.C. Forest Industry.
5. The Task Force will submit reports with recommendations to the Union and Management Negotiating Committee on a regular basis with measures that will address the changes needed within the Forest Industry.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

Agreed to on behalf:

**IWA - CANADA**

**COUNCIL ON NORTHERN INTERIOR  
FOREST EMPLOYMENT RELATIONS**

Signed by:

H. Arcand  
B. Symmes  
F. Everitt

Signed by:

D. A. Gunderson  
R. A. Rogers

Date: October 4, 1994

Date: October 4, 1994

**SUPPLEMENT NO. 10**

**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.

The Medical Travel Allowance provision will be effective July 1, 2003.

1. Effective January 1, 2010 the maximum allowance payable on behalf of any member or dependent is, two-thousand (\$2000.00) over the four (4) year term of the agreement with the maximum of one thousand (\$1000.00) in any one 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.
8. It is agreed the Medical Travel and Accommodation Plans at Canfor-Tackama, Fort Nelson, and Abitibi Consolidated, Inc, Mackenzie, shall continue and are excluded from this provision.

By Memorandum of Agreement, October 27, 2003.

Item 1 by MOA dated August 17, 2010

**SUPPLEMENT NO. 11**

**LETTER OF UNDERSTANDING  
RETURN TO WORK AND  
L.T.D. PLAN DISABILITY MANAGEMENT,  
INCENTIVES AND REHABILITATION**

COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS and I.W.A. CANADA will jointly consider plan modifications that will both improve the delivery of Rehabilitation within the Long Term Disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating employers' operations.

The Trustees are directed to develop Plan modifications that will:

1. Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan;
2. Provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

In the event that there are savings to the Long Term Disability Plan as a result of either Disability Management Systems, or amendments to Rehabilitation, consideration can be given to dispersal of these funds for further improvements in either of the above areas.

Where the Trustees reach agreement on modifications in the above areas, implementation can occur at the direction of the Trustees. Should additional funding be required to implement the Trustees recommendations, their recommendations will be forwarded to the respective Negotiating Committees to be dealt with.

By Memorandum of Agreement 7<sup>th</sup> August 1997.

**SUPPLEMENT NO. 12**

**EDUCATION TRUST FUND (THE 'FUND')**

The Parties agree to establish a Fund based on the following parameters:

1. The Fund to be structured so as to comply with all requirements of a trust as specified by Revenue Canada.
2. The Industry will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement (July 1, 2000 – June 30, 2003.) The contributions will be three cents (3¢) per hour per employee per hour worked.
3. The Funds will be collected by the I.W.A. - Forest Industry Pension Plan Office and directed to the Education Trust Fund.
4. The Fund will be jointly trusteeed by representatives as appointed by the I.W.A.-Canada and the Industry. It is understood and agreed that one of the Industry Trustees shall be appointed from the Northern Interior.
5. The Fund will be subject to annual audits by an independent public accounting firm selected by the Trustees.
6. The Fund will provide funding for the purpose as defined by the following:

**Education Fund Policy Statement**

The strength of the I.W.A.-Canada relies on the continued commitment of the membership to effect positive change. There is an increasing need for our leaders and membership to understand and respond to emerging issues affecting the forest industry and/or our membership. We need to renew and build upon the historic principles of the I.W.A.-Canada through a comprehensive education program which will enrich union membership and enhance the objectives of the I.W.A.-Canada as a proud and progressive union.

Supplement No. 12, Item 6 Continued

To this end, the union will develop and deliver a wide range of programs which may include:

- Grievance Handling
- Collective Bargaining
- Environmental Issues
- Land Use Issues
- Stewards Training
- Parliamentary Procedure & Public Speaking
- Communications Skills
- Leadership Training
- Economic Issues
- Benefits Training
- Health and Safety
- Union History

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the Fund.

7. The Working Committee will be comprised of representatives of each participating Local Union who would have responsibility for the development and delivery of Education and Training and Administration of Funds consistent with the purpose stated in point 6 above.

By Memorandum of Agreement, July 1, 2000.

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