

INDEX

Accidental Death and Dismemberment Insurance	46
Group Life Insurance	45
Permanent Partial Plant Closure	42
Accidental Death and Dismemberment Insurance	46
ALTERNATE SHIFT SCHEDULING	14
Apprenticeship Selection Tests	53
APPRENTICESHIP TRAINING PROGRAM	52
Apprenticeship/Apprentice Training Allowance	53
ATTACHMENT: RE: ARTICLE IX	101
B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD	55
BARGAINING AGENCY	5
Bereavement Leave	26
Call Back Time	18
Casual Work	18
Check-Off Form	6
COMPASSIONATE LEAVE	23
CONTRACTING OUT	58
DEFINITION	5
Dental Plan	47
Disciplinary Action	43
DURATION OF AGREEMENT	59
EDUCATION TRUST FUND (THE FUND)	57
Family Responsibility Leave	25
FIRE FIGHTING AGREEMENT	55
Firefighters, First Aid Men, Cook and Bunkhouse Employees	13
First Aid Attendants	11
First Aid Training	43
FORESTRY ENVIRONMENTAL COMMITTEE	43
GENERAL PROVISIONS	40
Grading Tickets	10
GRIEVANCE PROCEDURE	37
Group Life Insurance	45
HEALTH & WELFARE	44
Hot Meals	19
HOURS OF WORK AND OVERTIME	12
Insurance Coverage	45
INTERPRETATION AND ARBITRATION	39
JOB TRAINING	52
Jury Duty	26
Leave Of Absence	
Compassionate Care Leave (To Provide Care Or Support To Family Member with Significant Risk Dying)	25
LEAVE OF ABSENCE	23
LETTER OF UNDERSTANDING - Task Force	99

LONG TERM DISABILITY PLAN	49
MANAGEMENT RIGHTS	5
Maternity Leave	24
Medical	44
Millwrights, Maintenance, Repair, Construction Employees and Watchmen.	12
No Lockout Pending Grievance and Arbitration Procedure	41
No Strike Pending Grievance and Arbitration Procedure	41
PAY DAYS	12
Payment of Vacation Pay	29
PENSION PLAN	51
Permanent Plant Closure - Severance Pay	41
Personal Floating Holiday	33
Planerman Training	42
Pregnancy and Parental Leave:	24
Public Office Leave	27
RIGHT OF REFERENCE	38
Right to Refuse Unsafe Work	36
SAFETY AND HEALTH	34
SAFETY EQUIPMENT	54
SENIORITY	19
Statutory Holiday - Personal Floating Holiday	33
STATUTORY HOLIDAYS	32
Supplement 4 - FIRE FIGHTING RATES	80
<i>SUPPLEMENT NO. 1</i>	
Wage Scale, Non-Evaluated Categories	60
<i>SUPPLEMENT NO. 2. - Adjustments & Interpretations</i>	63
<i>SUPPLEMENT NO. 3 B - Apprenticeship Training Program - Filing Trades</i>	71
<i>SUPPLEMENT NO. 3A - Apprentice Training Program</i>	64
<i>SUPPLEMENT NO. 4 - Firefighting Agreement</i>	79
<i>SUPPLEMENT NO. 5 - Job Evaluation Plan</i>	82
<i>SUPPLEMENT NO. 6 - Construction Contracting</i>	89
<i>SUPPLEMENT NO. 7 - Selection of Apprentices Procedure</i>	90
<i>SUPPLEMENT NO. 8 - Alternate Shift Scheduling</i>	93
<i>SUPPLEMENT NO. 9 - New & Evolving Work</i>	96
Tech Change Advance Notification	53
Tech Change Rate Adjustment	53
Tech Change Severance Pay	53
TECHNOLOGICAL CHANGE	53
Three-Shift Operations	13
TOOL INSURANCE	55
Tools	43
Transfer of Company Seniority	22
UNION SECURITY	5
Vacation Pay - Percentage of Wages Method	30
Vacation Pay on Termination	29
Vacation Pay Qualifications for Vacation Pay Regular Job Rate Method	30
Vacation Time	29
VACATIONS WITH PAY	27

WAGES	8
Return of Capital Employed (ROCE) Payments	8
Weekly Indemnity	46
WELDERS	10
Working Foremen	41

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2009

BETWEEN:

Hampton Affiliates, Babine Forest Products Ltd

(hereinafter known as the "Company")

OF THE FIRST PART

AND:

USW, LOCAL 1-424, C.L.C.

(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 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, has 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 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 re-instated 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

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

Section 5

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Local 1-424 Constitution, as revised 1979, and in accordance with the Bylaws of Local 1-424, which the Local Union certified as being correct as of April 1981.
- 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 (15) days 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 set out below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month commencing _____ 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 _____

EMPLOYEE NO. _____

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 15th 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 Security number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the Employee enters the employment of the Company, whichever date last occurs.

Section 9

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties to the Coast Master Agreement.

ARTICLE 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.

Effective July 1, 2012, the wages of all hourly rated employees will be increased by two percent (2%) per hour.

Effective the commencement of the first pay period following notice of ratification of this 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.

Effective the commencement of the first pay period following notice of ratification of this agreement, positions requiring the utilization of a 5th Class Power Engineer Certificate, shall receive a fifty cents (\$0.50) per hour increase.

- b) **Return of 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.

c) The Parties agree that the minimum 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

d) The Company agrees to pay a Power Saw Allowance of ten dollars (\$10.00) per day to designated employees who supply and maintain their own saws.

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).
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 who are required to renew their Welding Ticket 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 examination.

Section 2 Grading Tickets

- a) Lumber Graders - All Certified Lumber Graders shall receive the premium set out below, in addition to the Job Evaluation rate:
- Class A Grading Certificate – twenty five cents (25 ¢) per hour
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 - Any employee holding a Class A or Class 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., 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 job rate for time spent in attending such classes.

Section 3 First Aid Attendants

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.

Section 4

The Wage Scale attached hereto as Supplement No. 1, (A), (B), and (C), effective July 1, 2003, is approved by both Parties and may, subject to mutual consent of both Parties, be revised once annually, or amended through implementation of the Job Evaluation Program.

Section 5

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

Section 6

The first (1st) 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 (2nd) and third (3rd) shifts.

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

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

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

Section 7

In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the representatives of the Company agree to meet to evaluate and implement the wage rate(s) in accordance with the Job Evaluation Program.

ARTICLE VI - PAY DAYS

- a) The Company shall provide for pay days every second (2nd) week.
- b) Each employee shall be furnished with an itemized statement of earnings and monthly deductions.

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.
- c) 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.
- d) 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 Millwrights, Maintenance, Repair, Construction Employees and Watchmen.

- a) The regular hours of work shall be five eight-hour days with two 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:
- c) 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, First Aid Men, Cook and Bunkhouse Employees

- a) The weekly and daily hours shall be in accordance with the Hours of Work Act of British Columbia.
- 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.

Section 4: Three-Shift Operations

- a) The employer shall have the right to operate his plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Employer's option.
- b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- c) The Employers shall have the right to determine the number of shifts operated in any unit or department of the operation.

Section 5: 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 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 cancelling the said call. Such notice shall be considered to be given by an announcement over Radio Station B.V.L.D./C.F.L.D. prior to the commencement of the shift in accordance with (b) of Supplement No. 2.

Section 9:

When an employee is called for work and starts work, he shall receive four (4) hours pay at his regular rate unless his 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:

All employees in manufacturing plants shall be entitled to two (2) ten (10) minute rest periods during each regular shift.

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 scheduled shift, if reasonably possible, he must give notice to his foreman, or at the Company office, at least two (2) hours before the shift commences.

Section 14: Hot Meals

Where maintenance, repair and construction employees are required to work two (2) hours or more overtime beyond their normal shift, the Company shall provide a hot meal. Such hot meal to be consumed by the employees 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) Upon completion of thirty (30) days worked, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of thirty (30) days worked shall only be cumulative within the three (3) calendar months following the date of entering employment.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of c) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has worked one shift in the 24 hour period.

Section 2:

- a) The Company recognizes the principle of seniority, competency considered.
- b) Where the Company operates more than one plant, each such plant will be considered separately for seniority purposes; except where the Union and 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 the forces, the last person hired shall be the first released, subject to the provision 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 accept a layoff until his/her regular job becomes available, provided however:
 - i) If during the layoff period the employee wishes to return to work and so notifies the Company, he/she shall be called back to work as soon as his/her seniority entitles him/her to a job.
 - ii) The application of this provision shall not result in an employee, in the exercise of his/her rights, bumping an employee with less seniority.
- d) 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 to apply his/her seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1. Details to be worked out between the Local Union and the Company.

Section 4:

- a) It is agreed that when employees are to be re-called after a lay-off, it shall be done on the basis of the last person released shall be the first person recalled, 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 its rights under 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-calling employees, 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 residing in any other Canadian Province or the United States shall be entitled to two (2) additional days to report.
- c) It shall be the employee's responsibility to keep the Company informed of his/her address during the period of shutdown.
- 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 day with the Company of each regular employee; however, such request shall not be granted more than twice during each year of the term of this 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 Division 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 forest industry 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 forest industry 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. persons who qualify for preference, and wish to exercise their rights to preference, must make application within six (6) months of the operational closure or the ninety (90) day layoff period.

Applications will be kept on file as active for sixty (60) days. After which time, applications must be renewed by the person seeking employment, 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 service will retain their seniority for a period of eight (8) months.
- b) Effective July 1, 2003, employees with one (1) or more years service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional twelve (12) months for a maximum period of twenty-four (24) months.
- c) It shall be the employee's responsibility to keep the Company informed of his or her address during a lay-off.
- d) A laid-off employee's seniority retention is reinstated on the completion of one day of work.

Section 9:

It is agreed that when an employee has been transferred by the Company to a supervisory or staff position, he 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 in the job which he would have held if he 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 seniority will be frozen. Thus, if at a later date, he ceases to be a supervisor or staff worker and the Company desires to retain his 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 or 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 Section 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 Company. The employee shall report, or cause to have reported, to the Company the injury or illness which requires his 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) That 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) That 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) That the Employees granted leave of absence pursuant to this section shall be required to pay the appropriate premiums for health and welfare, dental and medical coverage.
- g) That it is agreed that Employees requesting leave of absence for the purpose of extended vacations, shall only be granted such leave once every three (3) years, and that a record shall be kept for the purpose of ensuring that such leaves are properly rotated.
- h) That the Union agrees it will provide a letter regarding problems which arise from extended vacation applications.

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 Of 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 principles 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, grandparents-in-law, step-parents, grandparents, grandchildren, step-children, sons-in-law, and daughters-in-law.
- 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 in 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 without pay 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 without pay 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

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

Section 1: One to Two Years Service

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

Section 2: Two to Seven Years Service

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

Section 3: Seven to Fifteen Years of Service

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

Section 4: Fifteen to Twenty-four Years Service

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

Section 5: Twenty-four to Thirty Years Service

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

Section 6: Thirty Years Service

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

Section 7: Vacation Pay on Termination

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

Section 8: Vacation Time

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

Section 9: Payment of Vacation Pay

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

Section 10: Vacation Pay - Percentage of Wages Method

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

- a) Absence on Workers' Compensation up to a period of one (1) year, provided that the employee returns to his employment.
- b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- c) Absence due to bereavement leave in accordance with the terms and conditions of Article IX, Section 6.
- d) Absence due to time served on jury duty, including Coroner's Jury, or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article IX, Section 7.
- e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 11: Qualifications for Vacation Pay Regular Job Rate Method

- a)
 - i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
 - ii) Where there is a common vacation pay cut-off date, for the purposes of calculating minimum hours as in (1) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - iii) Where there is no common vacation pay cut-off date, for the purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to his anniversary date in the succeeding year.

- b) For the 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 qualifying for vacation, provided that the employee returns to his employment;
 - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner;
 - viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
 - ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
 - x) All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

Section 12: Employment Standards Act

Part 4 - Annual Vacation of the Employment Standards Act, S.B.C., 1980, c. 10, and amendments thereto, except where varied or modified by the provisions herein, shall become 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, Canada 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 above Statutory Holidays 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 falls on Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.
- c) 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.

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 work schedule.

The Parties hereto agree that the paid Statutory Holidays shall be as follows:

New Year's Day	Canada Day
Remembrance Day	Good Friday
British Columbia Day	Christmas Day
Victoria Day	Labour Day
Boxing Day	Thanksgiving 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 occupational 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 day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days.

Section 3:

- a) In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- b) At the Option of the Company, but whenever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- c) When a Statutory Holiday falls on 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.

Section 4: Personal Floating Holiday

This Section becomes effective September 1, 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 Personal Floating Holiday during each contract year of the 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.
 - 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 of 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 30th 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 and/or Sunday as a Personal Floating Holiday straight time rates will apply.
- viii) Effective July 1, 2000, employees who have been on the payroll for not less than ninety (90) consecutive days, who terminate their employment and who have not taken their earned personal floating holiday, shall receive payment for their personal holiday. This shall not be construed as an extension of their period of employment.

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 number by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) year 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 operations, meetings will occur outside of working hours for certain employees.

When meetings take place outside of an employee's working hours, he will be compensated at his 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. These requirements are 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 ($\frac{1}{2} \text{ ¢}$) per hour per employee per hour worked, effective July 1, 1989.
- c) The trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.
- d)
 - i) When funds in the Plan reach \$100,000.00, the Employer will contribute an additional one-half cent ($\frac{1}{2} \text{ ¢}$) per hour for a total of one-cent (1¢) per hour.
 - ii) When funds in the Plan reach \$200,000.00, the additional one-half cent ($\frac{1}{2} \text{ ¢}$) provided for in (a) above will be discontinued until the fund level is again reduced to the \$100,000.00 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 Shop 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 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 and/or Personnel Manager. If desired, the Union Business Agent shall accompany the Committee.

Step 3.

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

Step 4.

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

Section 2:

- a) If a grievance has not advanced to the next stage under Steps 2, 3, or 4, within fourteen (14) day 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 96, Subsection 1, of the Labour Code of British Columbia Act, 1973, 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 Committees agree upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Company.

Section 4:

In the event the Joint Committee members disagree, all the facts in the case as found by the Union and Union members of the Joint Committee shall be placed in writing by the Union representatives and submitted to the Employer and to the Union member involved. The facts in the case as found by the Employer and 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 Honourable 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 expense of interpretations or arbitrations including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect to such proceeding.

Section 4:

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

Section 5:

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 December 31, 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 purpose of this Agreement, when the word "Committee" is used it shall mean Shop, Mill or Plant Committee, members of which are appointed by the Union.

- c) Official Union representatives shall obtain access to the Company's operations for the purpose 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 \$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, sit-down, slow-down, 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 employee 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 Foremen

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 purpose of instruction, provided by so doing 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 reasonable 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: Planerman Training

It is agreed that the Parties to the Agreement will meet jointly to discuss and implement a Planerman's Training Program.

Section 9: Tools

- a) The Company will repair or replace those Tradesmen's 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 10: First Aid Training

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

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

Section 11: Disciplinary Action

In all instances of discipline, the Company will ensure a Shop Steward is present unless the Employee requests that no Shop Steward be present. Non-attendance of a union official will not negate the discipline.

Section 12: Local Issues

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 - FORESTRY ENVIRONMENTAL COMMITTEE

Forestry Environmental Committees 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 XVIII - HEALTH & WELFARE

Section 1: Medical

- a) Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit Coverage shall include hospitalization coverage up to a maximum of eight dollars and fifty cents (\$8.50) per day.
- b) Effective July 1st, 1982, a Vision Care Program be instituted to provide for payment up to a maximum of one hundred dollars (\$100.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such a prescription. Effective July 1, 1997, the maximum will be increased to two hundred dollars (\$200.00) per member or dependant. Effective July 1, 1999, the maximum will be increased to two hundred and fifty dollars (\$250.00) per member or dependent.
- c) Effective July 1, 1997, the Physiotherapist / Massage practitioners' limit will be increased by fifty dollars (\$50.00) per calendar year to a total limit of five hundred and fifty dollars (\$550.00) per member or dependant per calendar year.
- d) Effective July 1, 1998, the Chiropractors / Naturopathic Physicians' limit will increase by two hundred dollars (\$200.00) per member or dependant per calendar year to a total limit of six hundred dollars (\$600.00) per member or dependant per calendar year.
- e) Participation in such a plan shall be compulsory upon all employees. However, effective January 1, 2004, the obligation of the employer to enroll and cover an employee for Medical Services Plan of British Columbia (MSP of BC) is triggered only when the employee is not already covered by MSP of BC by some other means.
- f) Dependent Coverage: That the appropriate policies for medical and dental coverage be amended to provide coverage for dependents over the age of twenty-one (21) years but not over the age of twenty-five (25) years, provided that the dependents are attending a recognized educational institution.
- g) 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.
- h) Effective July 1, 1998, increase the Orthopedic Shoes limit by one hundred dollars (\$100) from four hundred dollars (\$400) to five hundred dollars (\$500) (adults), and from two hundred dollars (\$200) to three hundred dollars (\$300) (child) per calendar year.
- i) Effective July 1, 1999, increase the Hearing Aids limit 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 (5) years. Effective July 1, 1999, establish the same five hundred and fifty dollar (\$550) limit per member or dependent, every five (5) years, unless there is alternate coverage provided for.

- j) Effective July 1, 2003, increase the lifetime benefits payable to \$75,000.00 per family member.
- k)
 - 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 twenty-four (24) months in the event of the death of an active member.

Section 2: Insurance Coverage

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

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.

The following coverage will be provided by the Company on an industry-wide basis with a common carrier.

a. Group Life Insurance for each qualified employee:

i. Effective July 1, 1998	\$80,000
ii. Effective July 1, 2001	\$90,000
iii. Effective July 1, 2002	\$100,000
iv. Effective the first day of the month following ratification of the 2009 to 2013 collective agreement.	\$110,000
v. Effective July 1, 2012	\$120,000

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

i. Effective July 1, 1998	\$80,000
ii. Effective July 1, 2001	\$90,000
iii. Effective July 1, 2002	\$100,000
iv. Effective the first day of the month following ratification of the 2009 to 2013 collective agreement.	\$110,000
v. Effective July 1, 2012	\$120,000
vi. Accidental Death & Dismemberment	24 hour coverage

c. Weekly Indemnity as follows:

- i. Effective July 1, 1995, the Weekly Indemnity benefit level be increased by ten dollars (\$10) per week so that the benefit level is four hundred thirty-nine dollars (\$439) per week for fifty-two (52) weeks.
 - ii. Effective July 1, 1996, the Weekly Indemnity benefit level be increased by ten dollars (\$10) per week so that the benefit level is four hundred forty-nine dollars (\$449) per week for fifty-two (52) weeks.
 - iii. Effective January 1, 1995, a "No Downs" provision be introduced so that the four hundred twenty nine dollar (\$429) per week rate will not be reduced by further reductions by U.I.C. of the maximum insurable earnings number.
 - iv. Effective July 1, 2004, the maximum weekly indemnity claim is limited to twenty-six (26) weeks.
- d) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient and in cases where surgery is performed which necessitates loss of time from work.
- e) Absences due to the same or related causes will be considered one continuous absence unless the employee returns to full time work for at least four (4) continuous weeks between absences.
- f) The Union agrees that if the Company maintains weekly plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Unemployment Insurance Act:" the employees' 5/12ths share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.
- g) 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) forty (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.

- h) The Trustees of the I.W.A.-Weldwood Industry Health and Welfare Plan will be directed to amend the Plan Text to permit laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit Commencement Date from his/her first day of disability.
- i) The Trustees of the I.W.A.-Weldwood Health and Welfare Plan will be directed to make the necessary changes in procedures to allow weekly indemnity cheques to be sent directly to the employee's residence, if requested by the employee.

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 of \$2,500.00). There shall be no waiting period for this benefit.
 - (i) Effective July 1, 1998, increase the lifetime maximum limit for Plan C (Orthodontic) from \$2,500 to \$3,000 for children only.
- d) Effective January 1, 2004, the Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member.

Section 4: General Principles

- a) Premium cost for insurance shall be paid by the Company.
- b) Participation in the Plan is to be a condition of employment.
- c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee, coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.

- d) Coverage will be portable 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.
- e) Coverage during lay-off will be provided as follows:
 - i) Employees with one (1) or more years seniority - six (6) months.
 - ii) Employees with more than three (3) months of seniority - three (3) months.
 - iii) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
 - iv) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.
- f) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Leave of Absence, Section 4, Compassionate Leave, provided however, that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended Leave of Absence, the Trustees have the right to review certain circumstances.
- g) Employees on extended Leave of Absence under Leave of Absence, Article IX - Section 4: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit, and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended Leave of Absence.
- h) Effective January 1, 1998, the existing Extended Health Benefits Plan will be extended to incorporate a medical travel plan 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 five hundred (500) kilometers round trip. The maximum Medical Travel allowance payable on behalf of any one member or dependent is six hundred dollars (\$600) over the terms of the agreement. A Weldwood – I.W.A. committee will work out all of the details prior to implementation. Effective January 1, 2010 amend the medical travel allowance to provide for 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.

ARTICLE XIX - LONG TERM DISABILITY PLAN

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

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

Effective July 1, 1995, contributions from both the Industry and the employees will be increased by a further two and one-half cents (2 ½ ¢) per hour worked so that contributions will be thirty-nine cents (39 ¢) per hour per employee per hour worked of which the Industry will contribute nineteen and one-half cents (19 ½ ¢) and the employee will contribute nineteen and one-half cents (19 ½ ¢).

Effective 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 the 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 (27 ½ ¢) and the employee will contribute twenty-seven and one-half cents (27 ½ ¢).

Effective July 1, 2004, contributions from both the Industry and the Employee will be increased by twenty-five cents (25¢) per hour worked, so that the contributions will be eighty cents (80¢) per hour per employee hour worked, of which the Industry will contribute forty cents (40¢) per hour and the Employee will contribute forty cents (40¢).

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.

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 (10) year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.

- c) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.

- d) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- e) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- f) Protection Against Withdrawals - Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

Houston Forest Products, Babine Forest Products and I.W.A.-CANADA will jointly consider plan modifications that will 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:

- i.) Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan
- ii.) 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.

- g) Effective July 1, 2003, employees who become disabled on or after July 1, 2003, shall be eligible to apply for LTD benefits after a twenty-six (26) week qualifying period.

ARTICLE XX - 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 Sub-Committee dated August 17, 1977.

Section 2:

- a) i) The Industry contribution to the Pension Plan of one dollar seventy cents (\$1.70) per hour per employee per hour worked, which became effective July 1, 1988, will be increased by seventy cents (70¢) per hour, effective July 1, 1992, to two dollars forty cents (\$2.40) per hour per employee per hour worked. Effective July 1, 1993, employee contributions of ten cents (10¢) per hour per employee per hour worked will be added to the above contribution rate.
- ii) Additional contributions will be in accordance with the Memorandum of Agreement signed July 2, 2000.
- iii) Additional contributions will be in accordance with the Memorandum of Agreement signed on October 30, 2003 in Local 1-424 and the Memorandum of Agreement signed July 2, 2003 in Local 1-425.
- b) Unfunded Liability:

Address the Plan's Unfunded Liability Issue by providing a one-time contribution of forty-four cents (44¢) per hour on November 1, 1994, and an additional one-time contribution of forty-four cents (44¢) per hour on July 1, 1995. These contributions will be based on all IWA-Forest Industry Pension Plan hours worked by each of the parties of the first part during the 1993 and 1994 calendar years respectively and require no change to the ongoing shared \$2.50/hour contribution rate for the term of this agreement.

These contributions, if matched by other Pension Plan Participating Employers, will result in the following projections of the unfunded actuarial liability based on contributory hours of 47.3 million hours in 1994, declining to 46 million hours in 1995, and declining by one million hours per year in each succeeding year to 2001, using an 8% interest assumption for solvency purposes, the Revised Mortality Basis, and Triennial Valuations:

1/1/1994	\$553.9 million
1/1/1995	\$461.6 million
1/1/1996	\$370.3 million
1/1/1997	\$283.7 million
1/1/1998	\$228.8 million
1/1/1999	\$171.2 million
1/1/2000	\$111.0 million

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

- c) **Revised Plan**
A revised plan will be developed during the life of the agreement, based on the two dollar fifty cents (\$2.50) contribution rate during the life of the Agreement in accordance with Appendix #1 of the August 11, 1997 Memorandum.
- d) **Bridging Funds**
The I.W.A. – Forest Industry Pension Plan Trustees will be directed to investigate the feasibility and implications of amending the Plan to allow Company paid bridging funds to “flow through” the Plan so as to enhance legal tax effectiveness.
- e) **Graduated Retirement**
Weldwood and the Union will participate on a committee to explore and implement changes during the term of the 2003-2009 Agreement.

ARTICLE XXI - JOB TRAINING

Covered by separate Local Agreement signed at the operation.

ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAM

Section 1:

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 3A & 3B or as revised hereafter.
- b) When implemented, the Apprenticeship Training Program shall provide that single persons undergoing training shall receive their wages, less any sum paid to them by the appropriate government authorities. Married persons shall receive their wages, less the amount paid by the Provincial Government authorities to single persons, the intent being that the greater amount paid by the Provincial Government to married persons shall not become a benefit to the Company.
- c) In cases where the Apprentice is in receipt of a subsidy granted by the appropriate Federal Government authorities, the employer will pay the Apprentice while attending vocational school, the difference between the subsidy granted by the appropriate Federal Government authorities and the regular wages of the employee.
- d) That a Committee will be established to review and upgrade the Apprenticeship Training Program.
- e) Apprenticeship Selection Tests be amended to provide improved selection criteria as in place in the Southern Interior.

f) **Apprenticeship Books & Tuition**

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

- g) 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.

Section 2: Apprenticeship Selection Tests

Selection of Apprentices shall be governed by Supplement No. 3A, 3B, and 7.

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 or facilities which would involve the discharge or laying-off of employees.

Section 2: 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) day's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of two hundred and ten (210) days pay. Employees 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. This section shall not apply to employees covered by Section 3(b) below.

Section 3: 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 regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 2 above, 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 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 regular job will apply.

ARTICLE XXIV - SAFETY EQUIPMENT

- a) Where the following articles of equipment are required to be used by the Company or the Worker's Compensation Board, the Company shall, at no cost to the employee:
 - i) Supply employees with the articles of equipment as required.
 - ii) Replace articles of equipment when those articles are presented worn or damaged beyond repair, that is to say:
 - 1. Aprons
 - 2. Hard Hats and Liners
 - 3. Eye, Ear and Nose Protective Equipment
 - 4. Gloves
 - iii) 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.
- b) 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.
- c) The employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grindermen, Power House employees and Tradesmen.
- d) Caulk Boot Allowance - An employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a caulk boot allowance.

Effective July 1st, 1994 of one hundred and twenty dollars (\$120.00).

- i) If he has six (6) months or more seniority, or
- ii) Upon obtaining six (6) months seniority,
- iii) Seasonal lay-off shall not interfere with the qualifying period herein.

ARTICLE XXV - TOOL INSURANCE

Upon the signing of the 1979 - 1981 Agreement, each 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) in respect to each employee's claim.

ARTICLE XXVI - FIRE FIGHTING AGREEMENT

The Fire Fighting Agreement will be in accordance with Supplement No. 4.

ARTICLE XXVII - B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD JOB EVALUATION PLAN

Section 1:

- a) The Parties to this Agreement mutually agree to implement one Job Evaluation Program for the sawmilling section, effective September 1, 1979 in accordance with the principles and procedures set out in a manual dated December, 1971 and entitled "Interior Sawmill Job Evaluation Manual" as amended July, 1973 and as further amended July, 1974; (but hereafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual) and to exclude any categories not affected by Sawmill Job Evaluation.
- b) The attached Supplement No. 5, which provides for the administration of the program between the Parties to this Agreement shall form part of the Collective Agreement effective September 1, 1979.
- c) 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 as set out in Section 2 below, the present manual, present guidelines for manual interpretation, existing and/or new benchmarks, and existing gradings on record serving as a basis for subsequent evaluation unless amended as provided for in Supplement No. 5.
- d) 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.
- e) The Parties agree to work towards implementation of the revised B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan by July 1, 1993.

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 1 (c) 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 circle jobs") shall continue at the original rate.
- c) The Parties agree to amend the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan in accordance with Appendix No. 1 of the October 9, 1994 Memorandum of Agreement. The amendments are to be completed by March 31, 1995. If the amendments are not resolved by March 31, 1995 by the Evaluators and the B.C. Northern Interior Job Evaluation Standing Committee, the remaining work to be completed will be referred to a Third Party for resolution.

ARTICLE XXVIII – EDUCATION TRUST FUND (THE FUND)

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

- a) The Fund to be structured so as to comply with all requirements of a trust as specified by Revenue Canada.
- b) The Industry will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be one cent (1¢) per hour per employee per hour worked effective January 1, 1998; and, one cent (1¢) per hour per employee per hour worked effective July 1, 1998; and, one cent (1¢) per hour per employee per hour worked effective July 1, 1999. Effective July 1, 2012, the contributions will be increased to five cents (\$0.05) per hour worked per employee.
- c) The Funds will be collected by the IWA-Forest Industry pension plan Office and directed to the Education Trust Fund.
- d) The Fund will be jointly trusted by representatives as appointed by the IWA-Canada and the industry.
- e) The Fund will be subject to annual audits by an independent public accounting firm selected by the Trustees.
- f) The Fund will provide funding for the purpose as defined by the following:

Education Fund Policy Statement

The strength of the IWA 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 IWA Canada through a comprehensive education program which will enrich union membership and enhance the objectives of the IWA Canada as a proud and progressive union.

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
- Communication 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.

- g) 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 f) above.

ARTICLE XXIX - CONTRACTING OUT

- 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.

ARTICLE XXX - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

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

ARTICLE XXXI - DURATION OF AGREEMENT

Section 1:

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of July, 2009 to the thirtieth (30th) 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 of the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, at least four (4) months prior to the 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 _____ 4th _____ day of _____ February _____, 2011.

For:
Hampton Affiliates - Babine Forest Products Ltd.

For:
USW, Local 1-424

President

Financial Secretary

E. & O. E.

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 st Pay Period Following Notice Ratification of 2009-2013 CA	July 1, 2011 (+ 2%)	July 1, 2012 (+ 2%)
TRADES - Manufacturing			
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 st 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
MISCELLANEOUS CATEGORIES - Manufacturing			
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

	Effective 1 st Pay Period Following Notice Ratification of 2009-2013 CA	July 1, 2011 (+ 2%)	July 1, 2012 (+ 2%)
Labourer	\$24.455	\$24.940	\$25.440
FILING ROOM CATEGORIES			
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

SUPPLEMENT NO. 2.

ADJUSTMENTS AND INTERPRETATIONS

In connection with the interpretation of certain clauses of the 1981 - 1983 Contract between the International Woodworkers of America and certain Interior Operators, the following interpretations of the Contract have been agreed upon:

- a) With respect to call-time as covered in Article VII, Section 7 or Section 8, the following understanding has been reached:

If the 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 hours of the regular starting time, the employer may request employees to stay at their place of employment during the call time period.

- 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 Radio Station BVLD/CFLD, wherever possible the previous evening but not later than one and one-half (1½) hours before shift commences with two (2) broadcasts within a half-hour period.

- c) It shall be deemed sufficient notice cancelling the call for work for nightshift when notice has been given over Radio Station BVLD/CFLD during the hours 12:00 noon to 1:00 p.m., but not later than three hours before shift commences with two (2) broadcasts within a half-hour period. The above shall apply only within a fifty mile (50) radius of Burns Lake as applicable.

SUPPLEMENT NO. 3A

APPRENTICESHIP TRAINING PROGRAM

between

**BABINE FOREST PRODUCTS LTD.
HOUSTON FOREST PRODUCTS CO.**

and

**IWA-CANADA
LOCAL 1-424**

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, or Helpers in respect to the trades named in Article II herein.

ARTICLE II - TRADES

1. Millwright - 4 year program
2. Heavy Duty Mechanic - 4 year program
3. Steamfitter-Pipefitter - 4 year program
4. Machinist - 4 year program
5. Electrician - 4 year program
6. Welder - to be established

ARTICLE III - GENERAL PRINCIPLES

Section 1: Collective Agreement

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

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 passes all of the prescribed tests and work is available to him.

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 a second opportunity, but in the event of failure to pass on the occasion of the second such test, he 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 the 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.

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 the 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:

Labourers will not be employed in a manner that will interfere with the application of the Program.

Section 6: 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 assigned as Helpers for an eleven (11) month period, prior to attending Vocational School, unless the applicant's previous experience renders such assignment unnecessary.

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

Section 2: 5 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
Fifth Year	Improver	first 11 months	last 4 weeks

Section 3: 4 Year Schedule

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 4: 3 Year Schedule

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

Section 5: Electrician

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

Section 6: Passing Test

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

Section 7: 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 is working.
- b) That he 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 journeymen, helpers or apprentices if they are not required.
- e) That a journeyman may, when facing lay-off, choose to exercise his seniority into categories outside of the maintenance area at the job rate if his seniority and ability entitle him to do so.

Section 8: Vocational School Delay

If any of the periods provided for in Section 2, 3, 4, or 5 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.

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 test shall receive an increment agreed to between the Company and the Union during his second term year 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 period of vocational training shall receive an increment agreed to between the Company and the Union during his 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: Expenses

Fares, Lost Time Pay and School Expenses are to be paid by the appropriate Government authorities as part of the cost of the Apprenticeship Plan, with the exception that the Company shall pay the single Apprentice while attending Vocational School, the difference between the subsidy granted by the appropriate Government authorities and the regular wages of the employee concerned.

Married persons shall receive their wages, less the amount paid by the Provincial Government authorities to single persons. The intent being, that the greater amount paid by the Provincial Government authorities to married persons shall not become a benefit to the Company.

In cases where the Apprentice is in receipt of a subsidy granted by the appropriate Federal Government authorities the Company will pay the Apprentice while attending Vocational School the difference between the subsidy granted by the appropriate Federal Government authorities and the regular wages of the employee concerned.

A Joint Committee will be established to review and update the November 28, 1967 Apprenticeship Agreement in accordance with Appendix No. 3 of this Memorandum of Agreement.

Section 3: Delay in Testing

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

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 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 Tradesman 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 Qualifications Certificate, he can then become indentured as an Apprentice at no reduction in rate of pay.

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 Qualification, 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 for the job.

Section 3:

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

SUPPLEMENT NO. 3 B

AGREEMENT

APPRENTICESHIP TRAINING PROGRAM

in respect to the

TRADES OF FILING AND FITTING

BETWEEN:

BABINE FOREST PRODUCTS LTD.
HOUSTON FOREST PRODUCTS CO.

AND:

I.W.A.-CANADA
LOCAL 1-424, A.F.L., C.I.O., C.L.C.

GENERAL PRINCIPLES

1. **Plan "A" - Sawfitter's Apprenticeship Training Program.**

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

To be competent to fit all types of saws, circular saws, band saws, 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 Sawfitters.

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 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 months

1st term: Three (3) weeks at school, depending on size of class, - then writes an examination. Eleven (11) months in-plant training.

2nd term: Three (3) weeks at school - then writes an examination. Eight (8) months in-plant training.

3rd term: Three (3) weeks at school - then writes an examination. If he passes the test, he 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.

1st term: Four (4) weeks at school, then writes an examination. Eight (8) months in-plant training.

2nd term: Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a Certified Circular Saw Filer.

c) Benchman:

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

1st term: Three (3) weeks at school, then writes an examination. Eleven (11) months in-plant training.

2nd term: Two (2) weeks at school, then writes an examination. If he passes the test, he becomes a certified Benchman.

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 this 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 program providing he passes all of the prescribed tests and work being available to him.
6. a) Upon completion of each period of training in the Vocational 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 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 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 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 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 will become a Certified Circular Saw filer. In the event that he

fails to pass the test, he will be given a second opportunity. If he passes the test on the second occasion he becomes a Certified Circular Saw Filer. Should he fail to pass the test on the second occasion he 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 such test, he will be required to withdraw from the program and return to the position of a Circular Saw Filer.

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 will become a Certified Benchman. In the event that he fails to pass the test, he will be given a second opportunity. If he passes the test on the second occasion he becomes a Certified Benchman. Should he fail to pass the test on the second occasion he 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 may be given an 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 moving from one Company in the Industry to another.

SELECTION OF APPRENTICES

- 1.
 - 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 limitations of General Principles Point Five (5) contained herein.
 - c) Subject to General Principles, Point Five (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 the provisions of 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 Saw Filers.

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 Point Six (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

1st TERM:

<u>Instruction Breakdown</u>	<u>Weeks</u>	<u>Work Involved</u>
Fitting band saws and	3	Reasons for swage. Swage gangs and shaper adjustment. Reasons for crumble, etc. 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 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.

2nd TERM:

Review of 1st year school training. 3

As 1st year.

Repair and adjust equipment used by a fitter.

All phases of filing room welding (acetylene)

Gauge setting
Flame Adjustment
Tip size

Theory and practical

Torch Handling
Penetration
Welding Cracks

All phases of chainsaw filing
Carbide (tipping and dressing only)

Preparing seats
Brazing in carbide
Teeth - dressing

3rd TERM:

Review 2nd Term 3

Preliminary circular saw anvil instructions

Leveling, tensioning plumbing

Capable of hammering slashers, trim saws

Guide maintenance on bandsaws straight and pressure.
Shear board setting
Wheel scrapers
Water lines

Theory

Point build up Tooth replacement

Welding

Benching of welds

CIRCULAR SAW FILER'S APPRENTICESHIP PROGRAM

1st TERM:

To become proficient in hammering all circular saws, rip and cut off used in sawmill and planer	4	Level and tension, plumb All circular saws including hollow ground (theory 108 cut off) Thin edgers Carbide double arbour Review of Basic Shop Mathematics
---	---	---

2nd TERM:

Benching gang saws stretcher roll and heat	2	Leveling tension and back Check tabs
---	---	---

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

Trouble shooting of
Circular Saw machinery

BENCHMAN APPRENTICESHIP PROGRAM

1st TERM:

<u>Instruction Breakdown</u>	<u>Weeks</u>	<u>Work Involved</u>
Complete bandsaw - bench work (roll stretcher and heat) Strain calculations Welding Learn alignment of mill machines. Head rig, edger, resaws, trim, cut-off, etc.	3	Bench bandsaws in entirety stretcher roll and heat Further training Theory
Band Mill Wheel Grinding		

2nd TERM:

Saw Capacity Study Feeds, tooth bite, Gullet capacity, Saw speeds, Tooth spacing (circular and band) Trouble Shooting.	2	Theory
---	---	--------

SUPPLEMENT NO. 4

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 required active measures to extinguish.

b) Slash Escape Fire:

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

c) Slash Control Fire:

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

d) Company Responsibility Fire:

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

e) Forest Service Fire:

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

f) Fire Fighting Rates:

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

g) Regular Job Rates:

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

h) Statutory Rates:

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

2. COMPANY CONTROLLED TIMBER

- a) Notwithstanding the foregoing, when the Company directs Company employees to fight fire 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 rate.

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
Mechanics	Regular Job Rate			
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 area of the fire or fires, unless the duties performed during any day in question are exclusively related to fire fighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- d) Where employees are working in job classifications during 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 to 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-in 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.
- c) All provisions of the Collective Agreement except as amended or modified shall continue to apply.

SUPPLEMENT NO. 5

B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD JOB EVALUATION PLAN

ARTICLE 1 - PRINCIPLES AND PROCEDURES

The Parties to this Agreement mutually agree to implement and administer a Job Evaluation Program for the Northern Interior Sawmilling Section, effective September 1, 1979, in accordance with the principles and procedures adopted in the British Columbia Northern Interior Sawmill and Poleyard Job Evaluation Manual (herein 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 the C.O.N.I.F.E.R. Group, one (1) designated representative of Northwood Group, one (1) designated representative of Canadian Forest Products Limited, one (1) designated representative of the Babine/Houston Group, and two (2) or more designated representatives of Regional Council No. 1 of the Industrial, Wood and Allied Workers of 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 Sawmill Evaluation Committees;
- 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 its Industry Job Evaluation Committee (hereinafter referred to as the Sawmill Job Evaluation Committee) and the IWA Regional Council No. 1

shall designate one (1) member representative.

- b) Wherever possible the efforts by the members of the Sawmill Job Evaluation Committee may be consolidated for practical purposes.

ARTICLE 5 - FUNCTION OF SAWMILL EVALUATION COMMITTEE

- a) The Sawmill Evaluation Committee shall assume general responsibility for the uniform administration of the Job Evaluation Program in accordance with Article 3 of this Supplement.
- b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

ARTICLE 6 - PLANT JOB REVIEW COMMITTEE

- a) There shall be a Committee constituted in each Sawmill Plan named the Plant Job Review Committee (herein 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 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 Sawmill Evaluation Committee or any person who is employed as a job evaluator by the Company or by the Regional Council No. 1 of the IWA.
- 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 7 - 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 Sawmill 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 Sawmill 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 Sawmill Evaluation

Committee in accordance with Article 5 of this Supplement.

- b) Decisions of the Review Committee respecting the appropriateness of a request for evaluation or re- evaluation, or respecting the adequacy 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 Sawmill Evaluation Committee and shall then have no further responsibility for documenting that request.
- c) When the Sawmill 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 Sawmill Evaluation Committee will, similarly, be communicated with reasons to those concerned.
- d) Nothing in this Article limits the right of the Sawmill Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job descriptions or grading sheet submitted to them in support of a Request for Job Evaluation form.

ARTICLE 8 - 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:

Millwright	Bricklayer
Machinist	Steam Fitter
Blacksmith	Boilermaker
Welder	Saw Filers, Fitters, Benchman &
Pipefitter - including	Helpers
Sprinklerman	Engineers (Boiler House)
Mechanics	Firemen (Boiler House)
Electrician	Grinderman
Painter	Oilers and Improvers and Helpers
Carpenter	to the above trades

ARTICLE 9 - 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 Sawmill Evaluation Committee shall make such a review in accordance with the procedure set out herein.

ARTICLE 10 - 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 Review Committee for re-evaluation.
- b) When a job has 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 12 herein.

ARTICLE 11 - 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 12 - RED CIRCLE PROTECTION

- a) The Company shall supply the Union with a list of employees holding red circle 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.
- 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 former job, he shall regain his 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 shall retain his existing rate or receive the rate for the new job, whichever is higher.

On return to his regular job, the said employee shall regain his red circle rate.

ARTICLE 13 - SENIORITY

Subject to the provisions herein set out, Article VIII - Seniority of this Agreement shall continue to apply.

ARTICLE 14 - REFERRAL PROCEDURE

- a) When the Sawmill 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 request results in no change or in an increase, the Sawmill 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.
- c) An evaluation done by the Sawmill 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 Sawmill 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.
- e) All communication between any Plant Review Committee and the Sawmill 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. In the case of communications to the Sawmill Evaluation Committee, the Union representative will be addressed care of the offices of Regional Council No. 1 of the IWA 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 15 - 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 those companies included and the IWA Regional Council in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan.

APPENDIX NO.1

NORTHERN INTERIOR SAWMILL & POLEYARD JOB EVALUATION PLAN

1. INTENT AND PURPOSE

To modify the existing thirteen (13) factor British Columbia Northern Interior Sawmill and Poleyard Job Evaluation Plan by providing additional recognition where appropriate to recognize the impact of Automation and Technological change.

2. METHOD

The parties will jointly develop new and/or additional Job Grading Criteria, Grading Rule Guidelines and Benchmark Jobs.

Modification to the number of Factors and the degree of points credited in those Factors will be considered in order to meet the following objectives.

3. OBJECTIVES

To recognize the overall impact on Production Flow and the responsibility to maintain and/or increase the Recovery, Grade and Quality of the product.

When additional production processing machines are simultaneously controlled by the operator or are optimized to affect the product, the Plan will include criteria to appropriately reflect the operator's responsibilities.

4. LIMITATIONS

Without limiting the ability of the British Columbia Northern Interior Job Evaluation Committee in the application of their general responsibilities, the criteria as outlined above shall not result in the compounding of credits as outlined in the guidelines contained therein.

5. IMPLEMENTATION

The British Columbia Northern Interior Industry Job Evaluation Committee will develop appropriate Evaluation documents to support its objectives.

SUPPLEMENT NO. 6

CONSTRUCTION CONTRACTING

Section 1:

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).

Section 2:

For the purpose of this Agreement "new" construction shall be defined as meaning:

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

Section 3:

- (a) "Tradesmen" shall mean journeymen and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter

- (b) "Contractor's rate" shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.
- (c) "Contractor's Rate" will not exceed the rates for similar trades paid by IWA construction companies.

SUPPLEMENT NO. 7

SELECTION OF APPRENTICE PROCEDURE

1. PURPOSE

The purpose of this agreement is to establish an equitable criteria which will give management reasonable assurance that the apprentice, upon completion of his indentureship, will become a proficient tradesman and to assure the Union and its members that the senior applicant who meets the criteria will become an apprentice.

2. EDUCATIONAL PREREQUISITES

The educational requirement for general trades is Grade 10 or equivalent and Grade 12 or equivalent for the electrical trades.

3. APTITUDE TESTING

Applicants will be tested in accordance with the bank of tests as recommended by the Apprenticeship Branch of the Ministry of Labour. Testing procedure will be as follows:

- a) A standard set of testing instructions and procedures will be developed and authorized by the parties to this agreement and communicated to appropriate management and union personnel.
- b) The passing grade for the tests will be established by the Apprenticeship Branch of the Ministry of Labour.
- c) The passing marks for the Mechanical Trades and Electrical tests are established as being a combined requirement of, firstly, seventy percent (70%) in the Mechanical Aptitude and Space Relations segments of the tests, and, secondly, seventy percent (70%) in the overall final scoring of the tests.
- d) All scoring computations of percentages in each section and overall scores of the tests are recorded as being rounded off to the next highest percentage point where any fraction of a percentage point exists.
- e) Tests will be conducted on plant property or near the plant by Management; a Union representative will be present when the tests are given and marked.
- f) Tests recommended for the self-evaluation will be made available and may be taken by an interested employee. Failure to take such tests shall not jeopardize an employee's application for any apprenticeship.

4. RE-TESTING

- a) It is agreed that where an applicant has failed to pass the Mechanical Aptitude and Space Relations Section of either the Mechanical or Electrical tests, the employee will be allowed to bid and be re-tested one (1) additional time for each test.
- b) Results of all tests will be retained on file in the company's office. An applicant who has met the criteria and successfully passed the requisite test and is the senior for any future apprenticeship posting within a three (3) year period, will be considered the successful applicant.
- c) An applicant who qualifies and has passed the Mechanical Aptitude and Space Relations section of any of the available tests, but failed the overall test, will be eligible to bid and be re-tested for any future apprenticeship posting.
- d) A master copy of the tests will be made available to IWA Regional Council No. 1 on request.

5. MAINTENANCE, MONITORING, AND DISTRIBUTION OF TESTS

- a) Sufficient copies of the tests, answer sheets, and marking overlays will be maintained by Weldwood of Canada Limited, Vancouver Office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia.
- b) Test materials will be supplied on request to those operations requiring same and will be returned immediately after use.
- c) Use of the tests will be monitored by Weldwood of Canada, Vancouver Office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia. Such monitoring will maintain a record of applicant's tests, successful applicant's scores recorded, seniority applied, and provide a follow-up of the successful applicant's progress throughout training and an appropriate post training period. Other information as deemed necessary by the parties to this agreement will be made available as agreed.

6. PROBATIONARY PERIOD

The successful applicant will be given a probationary period up to ninety (90) calendar days.

7. SELECTION REVIEW

Where a dispute arises out of the selection of an apprentice, that cannot be resolved at the plant level, the matter will be discussed by Management and the Local Union.

8. TRIAL PERIOD

This agreement is for a twelve (12) month trial period, from the date of this agreement. Either party may terminate this agreement upon one (1) month's written notice after the completion of the eleventh month.

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 the Hours of Work Article, 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 (eg. Logging, Engineers, Firemen, Maintenance, Watchmen)

B. SHIFT SCHEDULING

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

1. Logging

- i) compressed schedules consisting of ten (10) hours per day, four (4) days per week;
- ii) non-continuous schedules such as ten (10) days on, four (4) days off;

2. Manufacturing

- i) two (2) crews working four (4) days, ten (10) hours per shift;
- ii) up to three (3) crews working Monday to Saturday, ten (10) hours a shift not exceeding forty (40) hours per week;
- iii) employees working in continuous operations may be scheduled to work shifts other than (i) or (ii) above.

3. Maintenance

- i) shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive;
- ii) three shifts per week, not exceeding 12 hours per day.

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 the Hours of Work Article 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 the Hours of Work Article. It is anticipated that the Local Union will make sincere attempts to assist the Company wishing to introduce alternate shift schedules. The parties must mutually agree on resolution of issues such as:
 - i) Details of shift
 - ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave, and Jury Duty.
 - iii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - v) 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 the 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.
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 pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.

SUPPLEMENT NO. 9

November 4, 1994

LETTER OF UNDERSTANDING

New and Evolving Work

Preamble

Weldwood of Canada Limited 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:

1. employment for regular Company employees who are displaced by reductions in Annual Allowable Cuts or other land use decisions.
2. additional opportunities for bargaining unit employment in new work that may be created in the forest industry.
3. replacement bargaining unit employment in new or evolved work which may develop in future.

Process

1. This Letter established 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
 - Re-manufacturing
 - 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 objectives
 - safety objectives
3. The Parties recognize that they cannot reasonably anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.

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 negotiation 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, Weldwood of Canada Limited and I.W.A.-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.

The parties agree to:

- a) Activate the Task Force provided for in Letters of Understanding 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.

Agreed to on behalf:

I.W.A.-CANADA

Date: _____

WELWOOD OF CANADA LIMITED

Date: _____

LETTER OF UNDERSTANDING

Task Force

Weldwood of Canada Limited 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-Chairman 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 matter 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 on 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

WELDWOOD OF CANADA LIMITED

Date: _____

Date: _____

November 4, 1994

Weldwood of Canada Limited
P.O. Box 2179
Vancouver, BC
V6B 3V8

Attention: Gordon Gray

Dear Sir:

Re: Agreement on New and Evolving Work

This letter is intended to clarify IWA-Canada's intent with regard to the terms and conditions of the Letter of Understanding in 1994 negotiations on New and Evolving Work.

During discussions on this, the Industry raised concerns that we answer as follows:

1. It is not the intentions of IWA-Canada to use this agreement to replace existing logging contractors with IWA members or crews.
2. It is IWA-Canada's desire to have opportunities to discuss with employers the possibility of either using IWA company crews, or IWA contractors, to perform work under Forest Renewal, but it is not our intent to cause companies to purchase equipment without having the costs of such equipment considered as part of the efficiency and cost effectiveness that IWA agrees to address under the New and Evolving Work agreement.
3. It is IWA-Canada's intention that discussion concerning new operations under the agreement may lead to voluntary recognition and certification - it is not our intention to achieve certification first and enter into discussions later unless certification occurs as a direct result on an IWA organizing drive.

As stated earlier, this letter is to clarify our intentions concerning our agreement. It is not intended to form part of the agreement, as is not arbitrable by either party.

Sincerely,

Harvey Arcand
4th Vice President
IWA-Canada

HA/jg

ATTACHMENT: RE: ARTICLE IX

PAYMENT OF STATUTORY HOLIDAYS

As a result of 1977 negotiations between Babine Forest Products Limited, and Houston Forest Products Co. and the IWA Local 1-424, an Agreement has been reached which will change the present method of payment to employees as follows:

EXAMPLE:

If an employee who regularly receives overtime pay as part of his/her normal daily earnings for his/her regular work schedule, this would be included for purposes of payment of Statutory Holiday pay.

An equipment operator whose regular hourly rate of pay is \$7.98, and who regularly works one-half (1/2) hour overtime per day would receive:

8 hours at \$7.98	= \$63.84
30 minutes at 1 ½	= \$5.98
Total	= \$69.82

It is understood the new method of payment will apply to the Personal Floating Holiday when it becomes effective in 1978.

It is further understood that Shift Differential and Travel Time payment is not included in the new method of paying Statutory Holidays and Personal Floating Holiday.