



Article: V

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Text:

ARTICLE V - WAGES

Section 1:

- a) Following formal written notice of ratification of the 2018 to 2023 Collective Agreement from the Union a lump sum payment of five hundred (\$500) will be processed for all active regular employees.
- b) Effective July 1st, 2018, the wages of all hourly rated employees will be increased by two percent (2%).
- c) Effective July 1st, 2019, the wages of all hourly rated employees will be increased by two percent (2%).
- d) Effective July 1st, 2020, the wages of all hourly rated employees will be increased by two percent (2%). In addition, a lump sum payment of five hundred (\$500) will be processed for all active regular employees as of July 1, 2020.
- e) Effective July 1st, 2021, the wages of all hourly rated employees will be increased by two percent (2%).
- f) Effective July 1st, 2022, the wages of all hourly rated employees will be increased by two and one half percent (2.5%).
- g) The basic rate for common labour shall be:
 - i) Effective July 1, 2018 \$29.51 per hour
 - ii) Effective July 1, 2019 \$30.10 per hour
 - iii) Effective July 1, 2020 \$30.70 per hour
 - iv) Effective July 1, 2021 \$31.31 per hour
 - v) Effective July 1, 2022 \$32.09 per hour
- h) The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both parties be revised once annually.

Guidelines:

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Section 1:

This section outlines the specifics of wage adjustments agreed to at negotiations. This content forms the basis for the calculation of the specific wage group rates laid out in the sawmill and plywood job evaluation rate tables under Article XXVII and Article XXVIII, respectively. Subsection (h) points to the supplemental (S1) wage scale, which outlines the specific details of all non-evaluated (i.e. negotiated) categories.



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Article V, 1 (h) is quite historical, and has not been subject to any activity since the implementation of job evaluation in 1975. Companies are advised if they are approached by the union to consider activity under V, 1 h) to contact CONIFER.

Regarding "Evaluated" job categories, the updated job evaluation incremental rate table is contained in "Article XXVII - Sawmill Job Evaluation" of the revised 2018-2023 collective agreement to reflect percentage wage adjustments applicable through the term of the collective agreement.

Regarding "Non-Evaluated" job categories, the updated rate table is contained in "Supplement No. 1" and has been revised in the 2018-2023 collective agreement to reflect percentage wage adjustments applicable through the term of the collective agreement.



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Section 2: Tradesmen

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

Guidelines:

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Section 2 a:

This is historical language relative to the 1994 - 1997 collective bargaining outcomes.

The uncertified rate is calculated by subtracting 50¢ from the certified trade rate. This is reflected in all trade categories listed under Supplement No. 1.



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Section 3: Grading Tickets

a) Lumber Graders

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

Effective July 1, 1994,

Class A Grading Certificate – twenty-five cents (25¢) per hour

Effective July 1, 1994

Class B Grading Certificate – twenty cents (20¢) per hour

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

b) Lumber Grading Certificates

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

c) Grading Tickets shall be permanent and valid certificates, but graders shall remain subject to the regulations of I.L.M.A., C.L.M.A., C.O.F.I., N.F.P.A., P.L.I.B., and other regulatory bodies.

d) All lumber graders holding grading certificates shall attend upgrading classes as required.

e) Lumber graders who are required to attend upgrading classes (grading rule changes) shall receive their regular straight time rate for time spent in attending such classes.

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

Guidelines:

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Section 3: Grading Tickets

Sub-section a) It should be reinforced that these premiums are payable only when an individual is actually working as a grader. The premium is **not** adjusted by virtue of some hours being paid at overtime



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rates. Stated otherwise, the premium is **not** adjusted by virtue of time and one half or double-time circumstances.

The question has arisen whether these premiums should be payable to an employee who is in the course of 'learning' to grade as a 'grader trainee'. With direct reference to industry practice, along with consensus reached by attendees at the March 28, 2007 CONIFER IR/HR network meeting, it is the position of CONIFER that these premiums are not payable to a *trainee* lumber grader, until such time as the employee is deemed competent and is fully engaged in the grading of lumber.

- Sub-section b) This premium is applicable to employees who hold grading tickets and is not in addition to premiums in a) above.
- Sub-section c) Once obtained, a grading ticket does not expire. However, employees may be required to attend upgrading as provided by subsection (d).



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Section 4: Scaling License Premium

Effective the commencement of the first pay period following formal written notice of ratification of the 2013 to 2018 Collective Agreement, a \$0.50/hour valid scaling license premium will be implemented and applicable to employees when working as a scaler.

Guidelines:

ARTICLE V - WAGES

Section 4: Scaling License Premium

The point that is appropriate to emphasize here is that the premium is applicable ONLY when an employee is working as a scaler.



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Section 5: First Aid Attendants:

- a) Designated First Aid Attendants shall receive their job rate of pay plus the Ticket Premium rate. All other employees holding valid First Aid Tickets shall receive a premium of five cents (5¢) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.
- b) Where a company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) Effective July 1, 2018, premiums for designated First Aid Tickets shall be:

Level 3	-	\$1.00 per hour
Level 2	-	\$0.50 per hour

Guidelines:

ARTICLE V - WAGES

Section 5: First Aid Attendants:

Sub-section a) clearly explains that the premiums outlined in sub-section c) are only applicable to DESIGNATED first aid attendants. Other valid first aid ticket (Level 2 and Level 3) holders receive five cents (5¢) per hour above their hourly rate. The five cents (5¢) per hour premium is not applicable to Level 1 attendants. (*See Case Reference #1*)

Industry practices vary with respect to paying the Level 3 premiums outlined in sub-section c). Some operations have the practice of paying ALL Level 3 first aid attendants the \$1.00 per hour premium while others only pay the DESIGNATED Level 3 first aid attendants the premium as contractually required (and non-designated Level 3 first aid attendants the \$0.05 premium) in sub-section a). Where an employer regularly pays all qualified employees a first aid premium, essentially paying a premium greater than those in the collective agreement, it must keep those bonuses in effect as per sub-section b). (*see Case Reference #2*)



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The question often arises around rates of pay for designated first aid attendants who are required to be available to provide first aid coverage during their lunch breaks. In such situations, first aid attendants would be entitled to overtime rates at time and one half for the half hour lunch break. A strategy to avoid such an overtime obligation would be to have two designated first aid attendants with staggered lunch breaks to provide such coverage.

The first aid ticket premiums under this section are **not** adjusted by virtue of some hours being payable at rate and one half or double time.

Case Reference – Article V, Section 5 - Wages

1. **INTERIOR FOREST LABOUR RELATIONS ASSOCIATION AND IWA LOCAL 1-405, 1-417 AND 1-423**

JUNE 8, 1999 (FIRST AID ATTENDANTS – INTERPRETATION)

[Click here to read this case reference](#)

CONCLUSION: In this case, albeit an interpretation from the Southern Interior, the question was asked “Is a Company required, under Article V, section 1 c), to pay employees who hold a Level 1 first aid certificate 10¢per hour (5¢ per hour in the Northern Interior) in addition to their occupational rate of pay. The Interpreter concluded that the Level 1 attendants are not entitled to the 10¢ per hour premium.

2. **DONOHUE FOREST PRODUCTS LTD. AND IWA LOCAL 1-424**

JUNE 21, 2001 (FIRST AID PREMIUM – ARBITRATION)

[Click here to read this case reference](#)

CONCLUSION: The Company “designated” particular employees as first aid attendants on the job and paid these employees the negotiated 85¢ per hour premium. In addition, the Company chose to pay “all other employees holding a valid first aid ticket” a premium of 85¢ per hour. As per Article V(4)(b) of the Collective Agreement, the Arbitrator ruled that when an employer regularly pays all qualified employees a first aid bonus, essentially paying a bonus greater than those in the CA, it must keep those bonuses in effect.



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Section 6: Welders:

- a) The following shall be the recognized classifications of "Welder" in the collective agreement as per the criteria established by the British Columbia Industry Training Authority's (ITA). Welder rates of pay are contained in Supplement #1, Wage Scale for Non-Evaluated Wage Rates.
1. **Welder Level C** - means a person who has a "Welder C" qualification granted from the ITA
 2. **Welder Level B** - means a person who has a "Welder B" qualification granted from the ITA
 3. **Welder Level A** - means a person who has a "Welder A" qualification granted from the ITA
- b) Employees employed as welders and who are required by the employer to renew their welding qualifications shall be granted up to five (5) days paid leave of absence to attend school for instruction. The Company shall pay the cost of instruction and examinations.

Guidelines:

ARTICLE V - WAGES

Section 6 a: Welders:

Prior to the 2009 - 2013 collective agreement, the Welder language was outdated and applicable to welder training that was once governed by the Boiler and Pressure Vessel Safety Branch and then subsequently by the Industry Training and Apprenticeship Commission (ITAC). Currently, apprentice issues are governed by the Industry Training Authority (ITA), which now has jurisdiction over all apprenticeship training issues in British Columbia.

The Welder language in Section 6 of Article V (effective in the 2009-2013 Collective Agreement) eliminates obsolete welder credential references from the collective agreement and clarifies 'welder' rates of pay based on current welder credentials issued by the ITA. It was not the intent of this amendment to reduce any existing individual welder rate of pay. Any existing welder's rate of pay, as of the date of the August 17, 2010 Memorandum, if higher than the above noted rates, should have been effectively "red circled".



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Any inquiries or questions regarding Welder apprenticeship training or credentialing issues can be directed to the ITA office or to CONIFER. The Industry Training Authority can be contacted at **1-866-660-6011** and they are located on the **8th Floor at 8100 Granville Avenue, Richmond, B.C.** The ITA can also be emailed at **customerservice@itabc.ca**. There is also an abundance of information on their website at: www.itabc.ca



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Section 7:

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

Guidelines:

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Section 7:

The piece work earnings must not be less than the corresponding hourly rate in the wage scale.

As long as this criterion is met the Company can set or alter the piece work rates as determined to be appropriate. *(See Case Reference #1)*

The Company must avoid discussion or negotiation directly with individuals or crews regarding piece work rates without involving the union certified as the bargaining agent. *(See Tab 2, Bargaining Agency) (See Case Reference #2)*



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Case Reference - Article V, Section 7 - Wages

1. **NORTHWOOD PULP & PAPER AND IWA LOCAL 1-424**
JULY 1990 (CAR LOADER ARBITRATION)
[Click here to read this case reference](#)

CONCLUSION: The Company reduced piece work rates for loading centre beam rail cars. A grievance over the change was denied after consideration of language in Article V, Section 6.

2. **WESTAR AND IWA LOCAL 1-405**
MARCH 5, 1986
[Click here to read this case reference](#)

CONCLUSION: A car loader's piece work system was determined to be void by the BC Labour Relations Board essentially due to failure to involve the certified bargaining agent in the development and implementation of the system.



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Section 8:

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

Guidelines:

ARTICLE V - WAGES

Section 8:

This section is currently not relevant to the member companies of CONIFER, as there are no piece rate fallers and buckers directly under their employ.

This section is flagged for prospective deletion in the next round of collective bargaining in 2023.



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Section 9:

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 for second (2nd) and third (3rd) shifts shall be forty cents (40¢) per hour. A day shift employee working in excess of this regular shift will be paid rate and one-half without the differential.

Any employee on the second (2nd) or third (3rd) shift working in excess of his/her regular shift shall receive rate and one-half. For the purpose of the last sentence rates shall be rate plus forty (40¢) cents.

Persons employed on other than on regular shifts, shall be paid the forty (40¢) cents premium rate for all hours worked outside the recognized day shift.

Guidelines:

ARTICLE V - WAGES

Section 9:

The recognized day shift may vary between departments or may be altered to accommodate a change in production schedule. Companies are advised to post a notice in advance outlining changes to scheduled working hours.

Shifts which are scheduled completely outside the recognized day shift will be regarded as the second and third shifts and will be paid the premium rate of 40 cents (40¢) per hour for all hours worked.

Interpretations in the industry regarding this language have established that "employees whose working hours fall partly within the recognized day shift and partly within a premium rate shift are entitled only to the premium rate when working during hours within the shift to which the premium rate applies."



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Example:

- ◆ The recognized day shift hours are 8:00 a.m. to 4:30 p.m. An employee for whatever reason is scheduled to work from 10:00 a.m. to 6:30 p.m. He is entitled to two hours' shift differential, i.e.: the hours between 4:30 p.m. and 6:30 p.m.
- ◆ Shift differential is not paid to day shift employees working overtime. Employees working on other than regular shifts will be paid the 40 cents premium rate for all hours worked outside the recognized day shift. Those employees working overtime will be paid at the appropriate overtime rate, but the shift differential is not computed on an overtime basis, i.e.: a premium shift employee who works an hour overtime would be paid on the following basis:
 - 1) 8 Hours at regular rate + 40 cents per hour
 - 2) 1 Hour at rate and one-half + 40 cents for the extra hour



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Section 10:

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

Guidelines:

ARTICLE V - WAGES

Section 10:

The principle of this section is that Management should advise the Local Union of new job categories being created or existing job categories being significantly revised. After the job has been introduced or revised, Management and the Local Union are obliged to take some joint action toward the establishment of a wage rate for the job.

For categories covered by sawmill or plywood job evaluation, the Plant Job Review Committee is responsible for discussing whether the job should be submitted to the Industry Job Evaluation Committee and, if so, to complete and sign a Job Study Record and Request for Job Evaluation form. The Industry Committee does the actual evaluation and later provides the Company and the Local Union with the results.

When a new job is created or new machinery is installed, the company should contact the CONIFER Industry Job Evaluator in order that an interim rate is established that will not result in significant retroactive adjustments or red circling.

For additional information, see the section on Sawmill or Plywood Job Evaluation under Article XXVII and Article XXVIII respectively located in Tabs 27 and 28 of this Administration Manual.