

## A G R E E M E N T

THIS AGREEMENT entered into the 1st day of July 2018

BETWEEN:           HAMPTON AFFILIATES, FORT ST. FOREST PRODUCTS LIMITED  
PARTNERSHIP  
(hereinafter known as the 'Company')  
OF THE FIRST PART

AND:                 USW, LOCAL 1-2017  
(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: Recognition**

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: Bargaining Authority**

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**

### **Section 1: Employee**

The term "Employee" as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf USW, Local 1-2017 has been certified as bargaining agent, except and excluding foreman and others having authority to hire and fire, office workers, supervisory officials, and salesmen.

### **Section 2: Gender**

It is understood that reference to masculine gender shall be interchangeable with feminine gender throughout this Agreement.

## **ARTICLE III - MANAGEMENT**

### **Section 1: Direction of Work**

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: Employee Selection**

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

For discipline investigative meetings, or where a verbal warning, written warning, suspension or termination is being issued, the employee shall have the option of requesting Union representation. Under no circumstances shall the non-attendance of a Union official negate the discipline.

Discipline will remain on the employees' file for 24 months and will not be used after that period provided no other discipline has occurred during that time. In disciplinary cases involving harassment the time limits may be extended. The employee must be informed of this decision at the time of the discipline.

## **ARTICLE IV - UNION SECURITY**

### **Section 1: Cooperation**

The Company will cooperate with the Union in obtaining and retaining as members, the employees as defined in this Agreement, and to this end will present to new employees and to all Supervisors and Foremen, the Policy herein expressed.

### **Section 2: Union Shop**

All employees 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: Membership Maintenance**

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

### **Section 4: Discharge of Non-Members**

- a) Any employee who fails to maintain his membership in the Union as prescribed herein by any 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.
- b) It is agreed that the application of this Section means that when the employee fails to maintain his membership in good standing by refusing to pay dues and assessments, provided proper notice has been given in accordance with the Agreement, the employee will be discharged for such refusal.

### **Section 5: Application for Membership**

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW, Local 1-2017 Constitution, and in accordance with the By-Laws of Local 1-2017, which the Local Union certifies as being correct.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

**Section 6: Check - Off**

The Company shall require all new Employees, at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. 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 \_\_\_\_\_

EMPLOYEE \_\_\_\_\_ BIRTHDATE (DD/MM/YYYY) \_\_\_\_\_

EMAIL \_\_\_\_\_ CELL \_\_\_\_\_ PHONE \_\_\_\_\_

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

SOCIAL INSURANCE NO. \_\_\_\_\_ Are you a member of the United Steelworkers? \_\_\_\_\_

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

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

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

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, 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. \_\_\_\_\_

Keep Original, Forward YELLOW copy to Local Union

**Section 7: Dues Payment**

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, 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: Social Insurance Number**

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

**Section 9: Employer Deductions from Wages - Employee Benefit Plan**

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.

**Section 10: New Hire Orientation**

The Company will provide a Plant Committee member the opportunity to meet with new hires, without disruption to operations.

**ARTICLE V - WAGES**

**Section 1: General Wage Increase**

- 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 1<sup>st</sup>, 2018, the wages of all hourly rated employees will be increased by two percent (2%).
- c) Effective July 1<sup>st</sup>, 2019, the wages of all hourly rated employees will be increased by two percent (2%).
- d) Effective July 1<sup>st</sup>, 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 1<sup>st</sup>, 2021, the wages of all hourly rated employees will be increased by two percent (2%).
- f) Effective July 1<sup>st</sup>, 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, as Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

**Section 2: Grading Tickets**

a) Lumber Graders

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

Class "A"	Grading Certificates	25¢ per hour
Class "B"	Grading Certificates	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 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 Certificates 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.I.L.A., P.L.I.B., and other regulatory bodies.
- d) All Lumber Graders holding certificates shall attend all upgrading classes as required.
- e) Lumber Graders who are required to attend upgrading classes (grade rule changes) shall receive their regular straight time rate for time spent in attending such classes.
- f) Where the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect. There shall be no stacking or pyramiding of premiums.
- g) Employees holding permanent Grading Certificates who bid into Trade Apprenticeship and are confirmed as such, shall relinquish their permanent status as a Grader. In the event they should fail their apprenticeship or return to Production, they will be required to attend upgrading classes to renew their permanent Grading Certificate.

**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.

### **Section 3: First Aid Attendants**

- a) Designated Level 3 First Aid Attendants shall receive their job rate of pay plus the Ticket premium of one dollar (\$1.00) per hour. 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 the Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.
- c) Employees of the Company who, by mutual Agreement, train or retrain for Industrial First Aid Certificates, will be compensated in the following manner:
  - i) The Company will pay the cost of the course tuition and materials required to those employees who pass the course.
  - ii) The Company will pay lost time wages to designated First Aid Attendants.

### **Section 4: 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 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 examination.

### **Section 5: Piece-Work**

It is agreed that employees engaged on contractor 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: Shift Differential**

The first (1st) shift, 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 will 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 differential.

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

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

### **Section 7: New or Changed Jobs**

In the event that job conditions change, or new machinery is installed, or a new category is established, the Union and the Company agree to meet to discuss designation and wage rates to be paid to the employees concerned in accordance with Article XXVII - Sawmill Job Evaluation.

## **ARTICLE VI - PAY DAYS**

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

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

### **Section 1: Hours and Overtime**

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

Double straight-time 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 Sundays as a regular scheduled day.
- iv) For the purpose of this provision, a Statutory Holiday shall be considered as a shift worked.



- c) If a Statutory Holiday occurs during the week, the employees shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half.

**Section 2: Engineers, Fireman, Millwrights, Maintenance, Repair, Construction Employees, Watchmen, Sawfitters, Circular Saw Filers, and Benchmen**

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

Double straight-time rates shall be paid for the following:

- i) Hours worked in excess of eleven (11) hours per day.
  - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.
  - iii) Item ii) above shall not apply to employees who work on Sunday as a regular scheduled day.
  - iv) For purposes of this provision, a Statutory Holiday shall be considered as a shift worked.
- c) Designated Cleanup Crew:  
It is agreed that a designated cleanup crew may be scheduled Tuesday to Saturday.

**Section 3: Three-Shift Operations**

- a) The Company shall have the right to operate their plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three (3) shift basis.
- c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.

**Section 4: Completion of Afternoon Shift**

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 5: No Work Guarantee**

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

**Section 6: Notice of Cancellation of Work**

- a) Any employee called for work and finding no work available due to reasons beyond his or her control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice canceling the said call.
- b) Such notice shall be considered to be given by an announcement over radio station CJCI, Fort St. James, prior to commencement of the shift in accordance with Section 1(c) of Supplement No. 2.

**Section 7: Minimum Pay**

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 8: 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 9: Rest Periods**

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

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

**Section 10: 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 or 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 Company 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). The Company further agrees to recall Casual Employees in accordance with their seniority as set forth in this list.

**Section 11: Advance Notice of Absence**

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 12: Hot Meals**

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

**Section 13: Swing Shift**

The work force on the day shift in manufacturing plants shall alternate with the work force on the afternoon shift on a regular basis.

**Section 14 : 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

If the "4-10's Split Monday-Friday" is implemented:

- a) A seventy five cent (\$0.75) per hour premium will apply.
- b) The parties must mutually agree on details of the shift as per Article VII, Section 14a, C.

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.

Remembrance Day, Christmas Day, Boxing Day and New Year's Day are operational down-days.

Statutory and Floating Holidays will be paid as per the employee's regular schedule.

#### **4 x 10 Shift Schedules**

For all statutory holidays falling by calendar on a scheduled work day, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular pay. In addition, employees will be paid ten (10) hours statutory holiday pay at their regular job rate.

#### **3 x 12 Shift Schedules**

For all statutory holidays falling by calendar on a scheduled work day, the statutory holiday will be observed on that day unless otherwise agreed to by the Company and the Plant committee. Employees will be paid twelve (12) hours statutory holiday pay at their regular job rate.

When a Statutory Holiday falls on or is observed on a Sunday employees will be paid time and one half for hours worked.

For all statutory holidays falling by calendar on a rest day, employees will be required to work their full regular schedule and will receive their regular pay. In addition, employees will be paid twelve (12) hours statutory holiday pay at their regular job rate.

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. 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.
  13. 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.
  14. The Company will provide notice of two weeks to the Local Union 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.
  15. For those employees working an alternate shift, the sixty (60) working days referenced in the probationary period section of the Seniority Article will be changed to four hundred and eighty (480) working hours.
  16. On a split 4x10 shift, the schedule will delineate the employee's rest day.
  17. 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. 7, 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 15: Continuous Operation**

The Union agrees that the Company shall have the right at any time to operate its plant or plants, or any part thereof, on a seven (7) day basis.

## **ARTICLE VIII - SENIORITY**

### **Section 1: Probationary Period**

- 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 sixty (60) 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 sixty (60) days worked, they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) days worked shall only be cumulative within the six (6) 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 the hiring date, unless such call-ins is beyond the control of the Employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the twenty-four (24) hour period.

**Section 2: Principle of Seniority**

- a) The Company recognizes the principle of seniority, competency considered.
- b) The Company and the Union will meet to discuss a procedure for posting of vacancies of jobs above base rate.
- c) Where the Company operates more than one plant, each plant will be considered separately for seniority purposes, except where the Union and the Company agree upon some different arrangement.
- d) When making promotions, the Company agrees to give due consideration to length of service.

**Section 3: Reduction of Forces**

- a) In the event of a reduction of forces the last person hired shall be the first released, subject to the provisions of Section (2) of this Article.
- b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain another job or accept a lay-off until his regular job becomes available, provided however:
  - i) If during the lay-off period the employee wishes to return to work and notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- c) 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 4: Recall of Employees**

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



### **Section 5: Notice of Recall**

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

### **Section 6: Seniority List**

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

### **Section 7: Hiring Preference**

It is agreed that the Company shall give preference in hiring, competency considered, on the following basis, in the following order:

1. Laid off employees of the Company who have previous Company seniority and are seeking employment as a result of operational closures or crew reductions in other divisions of the Company.
2. Previous employees of a Division who have both previous seniority and an application on file;
3. 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 divisions of the Company;
4. 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;
5. USW members of Local 1-2017 laid off from other Forest Industry companies who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days;
6. 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 lay-off 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: Seniority Retention**

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

- a) Employees with less than one (1) year of service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years of service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional six (6) months.
- c) A laid-off employee's seniority retention is reinstated on the completion of one day's work.
- d) Seniority Retention Maximum shall increase from eighteen (18) months to twenty-four (24) months, for those employees laid off after June 30, 2003.

### **Section 9: Transfers to Staff**

In any case where an employee has been transferred by the Company to a supervisory position, and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is agreed that reinstatement can be made within the bargaining unit, provided however, that the supervisory worker so reinstated into the bargaining unit return to the job held at the time of his promotion to the supervisory position, as per the interpretation of Gordon M. Sloan.

**Interpretation:** "When an employee has left, or leaves, the bargaining unit because of promotion to supervisory position, and who later is reinstated as a member of such bargaining unit because of demotion, or reduction in forces, he returns thereto with the seniority he had when an employee within the bargaining unit. In other words, his seniority is "frozen" at the time he leaves the bargaining unit, and ceases to run, until his return thereto".

The above section shall not apply to employees leaving the bargaining unit for trial periods up to ninety (90) days. (In special cases this ninety (90) day period may be extended for up to a further ninety (90) day period by mutual Agreement between the Company and the Plant Committee.) (Refer to Supplement No. 8.)

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1: Written Consent**

- 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: Illness or Injury**

The Company will grant leave of absence to employees suffering illness or injury, subject to a medical certificate if requested by the Employer. The Employee shall report, or cause to have reported, to the Company the injury or illness that 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: Union Business**

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to 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 applies at least one (1) month in advance, unless the grounds for such application could not reasonably be foreseen.
- b) The employee shall disclose the grounds for application.
- c) The Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave where a suitable replacement is not available.
- d) The Company will consult with the Shop Committee in respect of any application for leave under this section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.

- f) Employees granted leave of absence pursuant to this section shall be required to pay the appropriate premiums for health and welfare, dental, and medical coverage.

**Section 5: Maternity Leave**

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

**Section 6: Pregnancy and Parental Leave**

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section a).
- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (d).
- f) An employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under sub-section (b) or (e).

**Section 7: Family Responsibility Leave**

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

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

**Section 8: Compassionate Care Leave**

**(To Provide Care Or Support To Family Member with Significant Risk Dying):**

- a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.

- b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:
  - i) The date the certificate is issued, or
  - ii) if the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - i) the family member dies;
  - ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- f) A leave taken under this subsection must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

### **Section 9: Bereavement Leave**

- a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for hours lost from his regular work schedule for a maximum of three (3) days.
- b) Piece workers entitled to bereavement leave shall be compensated on the basis of the average daily earnings during the previous thirty (30) days.
- c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepparents, grandparents, grandparents-in-law, grandchildren, and stepchildren.
- 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 Crown Witness or Coroner's Witness on a day which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less 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 the statutory pay received for Jury Duty and his job rate based on the average daily earnings during the previous thirty (30) days.
- c) Hours paid for Jury Duty will be counted as hours worked for the purposes of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

### **Section 11: Public Office**

- a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial, or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- b) Employees elected or appointed to Federal, Provincial, or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- c) The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of public office.

### **Section 12: Domestic Violence Leave**

An employee may take 10 days of unpaid domestic violence leave each calendar year for the following purposes:

- to allow the employee, employee's dependent child or a protected adult to seek medical attention for physical or psychological injury caused by domestic violence
- to obtain services from a victim services organization
- to allow the employee, employee's dependent child or a protected adult to obtain psychological or other professional counselling
- to relocate (temporarily or permanently)
- to seek legal or law enforcement assistance, including time relating to legal proceedings

Any leave days not used by an employee cannot be carried over into a new calendar year.

There will be no waiting period for employees who qualify for short term disability due to an injury caused by domestic violence.

Reasonable documentation may be required to take domestic violence leave.

## **ARTICLE X - VACATIONS WITH PAY**

### **Section 1: One to Two Years Service**

The Employment Standards Act, Chapter 10, 1980 and amendments thereto, except where varied or modified by the provisions herein, shall become part of this Agreement.

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

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

- a) Employees with two (2) or more years of continuous service with the Company shall receive three (3) weeks vacation with vacation pay based on seven (7%) percent of the total wages or salary earned by the employee during the working year or one hundred and twenty (120) hours at the hourly rate of the employee's regular job.
- b) The third week of vacation as in (a) above will be taken but does not have to be consecutive with the vacation period provided for in the above section, but a time convenient to the Company.

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

- a) Employees with seven (7) or more years continuous service, shall receive four (4) weeks vacation with vacation pay based on the greater of nine percent (9%) of the wages or salary earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job.
- b) The additional one (1) week will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.

### **Section 4: Fifteen Years Service**

- a) Employees with fifteen (15) or more years continuous service shall receive five (5) weeks vacation with vacation pay based on the greater of eleven percent (11%) of the wages or salary earned during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job.
- b) The additional two (2) weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, and 3 herein.

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

- a) Employees with twenty-four (24) or more years continuous service shall receive six (6) weeks vacation with pay based on thirteen percent (13%) of the wages or salary earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job.
- b) The additional three weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, and 4 herein.

**Section 6: Thirty Years Service**

- a) Employees with thirty (30) years or more continuous service shall receive seven (7) weeks vacation with vacation pay based on the greater of fifteen percent (15%) of the wages earned during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job.
- b) The additional four (4) weeks will be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4, and 5 herein.

**Section 7: Piece Work**

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

**Section 8: Vacation Scheduling**

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

**Section 9: Vacation Pay - Percentage of Wages Method**

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

- a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to his employment.
- b) Absence due to illness up to a period of one (1) year provided the employee returns to his employment. The Company shall have the right to require a certificate from a qualified medical practitioner. The employee shall have a reasonable period of time to present such medical certificate.
- c) Absence due to bereavement leave in accordance with the terms and conditions of the Agreement.
- d) Absence due to time served on Jury Duty in accordance with the terms and conditions of the Agreement.



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

**Section 10: Qualification for Vacation Pay - Regular Job Rate Method**

- a)
  - i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of one thousand - five 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 (i) above the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
  - iii) Where there is no common vacation pay cut-off date, for the purposes of calculating minimum hours as in i) above, the calculation period shall be from the employees 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 Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
  - vii) Time not exceeding one (1) year, lost as a 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 lay-off shall not be considered as time worked for the purpose of qualifying for requisite hours.

- ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
- x) All hours worked in more than one (1) division of the parent Company as a result of transfer or lay-off.

### **Section 11: Common Anniversary Date**

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

### **Section 12: Termination**

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

## **ARTICLE XI - STATUTORY AND PERSONAL FLOATING HOLIDAYS**

### **Section 1: Statutory Holidays**

- a) All hourly-rated employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be paid hourly rate and one-half for all hours worked.
- b) In the event one of the 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 a Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.
- c) 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.
- d) Notwithstanding (c) above, in logging, a statutory holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs.
- e) 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.

- f) When a Statutory Holiday falls on a Friday, employees working on a Tuesday through 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 rate and substitute Saturday as the Statutory Holiday.
- g) In the case of a maintenance employee where one of the statutory holidays is observed on his rest day, he shall have a day off without pay in lieu thereof at a mutually agreeable time.
- h) 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 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, Family Day, Good Friday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
- i) Piece-work employees shall receive pay for the statutory holidays for which they qualify, based on the average daily earnings during the previous thirty (30) working days.
- j) 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 may be entitled.
- k) 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 last regularly scheduled work day before and first regularly scheduled work day after the holiday, unless his absence is due to a compensable injury or illness, which occurred within six (6) months of the holiday, or the employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.
- l) In the case of illness of injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- m) Notwithstanding any of the foregoing provisions, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

## **Section 2: 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) Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of this Agreement, to be arranged at a time suitable to the Employee and the Company, so that there will be no loss of production.

b) Qualifying Conditions

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:

- i) A new employee must have been on the payroll for not less than ninety (90) consecutive 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) Where any employee has been on the payroll for not less than ninety (90) consecutive calendar days and terminates his employment for whatever reasons and has not taken his personal floating holiday then he shall receive payment for the personal floating holiday. This shall not be construed as an extension of the period of employment.
- iv) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- v) If any employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- vi) A Personal Floating Holiday not taken or scheduled by April 30th of each contract year will be scheduled by the management.
- vii) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- viii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight-time rates will apply.
- ix) Notwithstanding any of the foregoing provisions an employee must have worked his last regularly scheduled workday before and his first regularly scheduled workday after the personal floating holiday unless his absence is due to illness or an occupational injury, or the employee is on authorized leave of absence.

## **ARTICLE XII - SAFETY AND HEALTH**

### **Section 1: Cooperation**

The Company and Employees will cooperate 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: Accident Prevention Committee**

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 of experience.

## **Section 3: Safety Meetings**

Safety meetings will be held during working hours where possible. An Employee's time will not be deducted for attending such meetings or investigations into accidents. It is recognized that in multi-shift operation, meetings will occur outside of working hours for certain employees. When meetings take place outside of an employee's working hours, he 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: 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) In the event of another employee being assigned the work being investigated under this section, the employee will be informed of the work refusal and the rationale for the refusal.

This will occur 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.
- (6) 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.

### **Section 5: Employee Safety Guidelines**

The Parties agree that safety is paramount and for purposes of ensuring safety only and without restricting the Company's rights under the Collective Agreement to assign any work to employees, it is agreed that when performing work, employees will only perform work within the scope of their training and qualifications.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

### **Section 1: Grievance Committee**

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 of experience in the type of operation. Wherever possible, members shall be selected on a departmental basis.

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

- Step 1 The individual employee involved, with or without the Job Steward, shall first take up the matter with the Foreman directly in charge of the work, within fourteen (14) days from the occurrence of the event or events giving rise to the grievance, or from the time when the employee has knowledge, or may be reasonably presumed to have knowledge, of such event or events
- Step 2 If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the same employee and the Committee shall take up the Grievance with the Plant Superintendent. If desired, the Union Business Agent shall accompany the Committee.
- Step 3 If the grievance is not then satisfactorily resolved, 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 herein after provided.

### **Section 2: Time Limits**

- a) If a grievance procedure has not advanced to the next stage under Step 2, 3 or 4 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both Parties.
- b) The Parties agree that the operation of Section 87, Subsection I, of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

### **Section 3: Ongoing Problem Resolution**

The Parties agree to a process of ongoing timely resolution of matters as they arise in operations during the term of the Agreement. Either Party may request the involvement of CONIFER and USW, Local 1-2017 for the purpose of assistance in the resolution of such matters.

## **ARTICLE XIV - RIGHT OF REFERENCE**

### **Section 1: Right to Refer**

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 Company/Union Committee, hereinafter provided, and if either Party does make such a reference, the other Party must accept the reference.

### **Section 2: Joint Committee**

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: Agreement on Interpretation**

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

**Section 4: Disagreement on Interpretation**

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

**Section 5: Refer to Arbitration**

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 the 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 to meet and select another Interpreter. Failing a mutual Agreement the Parties will request the Minister of Labour to appoint an Interpreter.
- 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:



- i) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated.
  - ii) 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. If unable to select one that is mutually satisfactory, the Parties further agree to request the Honorable Minister of Labour of the Province of British Columbia to appoint an Arbitrator.
  - iii) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his 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.
- b) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

### **Section 3: Shared Expenses**

The Parties of the First and Second Parts will each bear one-half (1/2) of the expenses of interpretations and arbitrations including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect of such proceedings.

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

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

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

Where a grievance arising from a dispute progresses to arbitration, either Party may elect, in writing, to utilize the procedure as outlined below as an alternative to the procedure set out in Article XV, Section 2.

- a) The Parties agree to appoint an Arbitrator as per Article XV, Section 2.
- b) The Arbitrator must meet and hear the evidence of both Parties within fifteen (15) days after the assignment. If an Arbitrator is unable to commit himself to do so, the grievance shall immediately be assigned to another Arbitrator.
- c) The availability of Counsel for either Party shall not be reason to delay an arbitration under this Section.
- d) After the Arbitrator has met and heard the evidence of both sides, he shall render a decision within fifteen (15) days after conclusion of the hearings, said decision to be final and binding upon all Parties to this Agreement.

- e) Where the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his 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.

## **ARTICLE XVI - GENERAL PROVISIONS**

### **Section 1: Notification of Shop Committee**

- a) The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.
- b) For the purposes of this Agreement, when the word “Committee” is used it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.
- c) Official Union representatives shall obtain access to the Company’s operations for the 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: No Strike Pending Grievance and Arbitration Procedure**

The Union agrees that it will not cause, promote, sanction, or authorize any strike, sit-down, slowdown, sympathetic strike, or other interference with work until all provisions of this Agreement relating to grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

### **Section 3: No Lock-Out Pending Grievance and Arbitration Procedure**

The Company agrees it will not create or institute any lock-out of the employees with respect to any dispute between the Company and the Union or the Company and its employees until all provisions of this Agreement relating to grievance and arbitration 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 Union or its employees.

### **Section 4: Working Foreman**

Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting foremen from doing work for purposes of instruction, provided in 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 5: Chargehands**

In accordance with the “Mill Resumption of Operations Memorandum of Agreement” dated December 10, 2008:

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

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

The Company shall have the right to select employees for the position. The Company shall post a notice of their requirement for a Chargehand in order for interested employees to signify their interest to be selected for the role. The Plant Committee and Local Union will be advised by the Company of Chargehand appointments. A Chargehand must hold a permanent job but will not necessarily fill it while performing Chargehand duties.

The only premium designated Chargehands shall receive is \$1 per hour in addition to their regular job rate.

Any premiums being paid, in excess of this agreement, will be withdrawn effective at resumption of mill operations.

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

Training received by a Chargehand, other than training received in accordance with divisional agreements, will not be recognized for future job postings or in the application of seniority at a reduction of forces.

It is understood that Chargehands do not have priority to overtime over and above divisional overtime agreements.

### **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: 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 materials required to those employees who pass the course;
- b) The Company will pay lost time and wages to designated First Aid Attendants.

### **Section 9: Construction Contracting**

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

- b) For the purpose of this Agreement “new” construction will be defined as meaning:
  - i) The construction of major new buildings and major additions to existing buildings.
  - ii) The addition of new or used major production machinery and related equipment not previously in existence.
- c) “Tradesmen” shall mean journeymen and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter
- d) “Contractor’s Rate” shall only mean the hourly wages paid by that contractor and not any other payment or working condition.

**Section 10: Contracting**

- a) It is acknowledged that Company employees should perform work normally performed within the bargaining unit for which they are qualified.
- b) The introduction of a Contractor or Sub-Contractor into an operation will not result in the loss of full time positions held by regular employees in the operation, except when justified by special circumstances.
- c) In the case of any dispute arising with respect to the interpretation, application, operation or alleged violation of this article, either Party may refer the dispute to an Umpire who shall determine the dispute by arbitration on an expedited basis. The Umpire’s decision will be final and binding.
- d) The Umpire will be assisted by a nominee from each Party.

**Section 11: Education Fund**

Contributions to the fund will be at \$0.05/hour worked per employee.

Effective the first of the month following notice of ratification of the 2013-2018 collective agreement, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.06 per hour worked per employee.

Effective March 1, 2015, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.07 per hour worked per employee.

Effective March 1, 2016, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.08 per hour worked per employee.

Effective March 1, 2023, contributions to the fund will be increased by \$0.01 per hour for a total of \$0.09 per hour worked per employee.

The funds shall be remitted to USW Local 1-2017 and will be via an individual remittance cheque and clearly identified as “education funds”. The Education Fund will be used specifically in the development and delivery of programs, which may include:

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

### **Section 12: Humanity Fund**

- a) The Company agrees to deduct on a bi-weekly basis the amount of 1¢ per hour from the wages of all employees in the bargaining unit for all hours worked.
- b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the “Humanity Fund” and will forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

### **Section 13: Utility/Relief**

Without restricting the employer’s rights under any other provision of the Collective Agreement, or under any local agreement, when the employer requires a permanent utility/relief operator position it will be posted in accordance with local job posting supplements.

## **ARTICLE XVII - MEDICAL COVERAGE**

### **Section 1: General**

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits to a lifetime maximum of seventy five thousand dollars (\$75,000.00), including hospitalization coverage of up to a maximum of eight dollars and fifty cents (\$8.50) per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.  
It is agreed to adjust the lifetime limit for extended healthcare benefits, as follows:

- To \$100,000, effective on ratification of the 2013 to 2018 Collective Agreement.
  - To \$150,000 on July 1, 2014.
  - To \$200,000 on July 1, 2015.
  - To \$250,000 on July 1, 2016.
  - To \$300,000 on July 1, 2017.
- c) Medical coverage eligibility shall be the first of the month following date of employment.
- d) Total cost of providing medical coverage, including Extended Health Benefit coverage, shall be borne by the Company.
- e) i) Lay-off coverage for employees with less than one (1) year seniority will be three (3) months. Lay-off coverage for employees with one (1) or more years of seniority will be six (6) months.
- ii) 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.
- iii) In addition, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any lay-off coverage to which he was entitled, if the recall occurred during the period of lay-off coverage.
- f) Participation in the plan is to be a condition of employment.
- g) Coverage is extended to dependents of regular employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutions.
- h) The Company agrees to provide a Vision Care Program for payment up to a maximum of two hundred dollars (\$200.00) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription. Effective July 1, 1999, the limit will be increased to two hundred fifty dollars (\$250.00) per member or dependent in any twenty-four (24) month consecutive period.  
Effective on first of the month following ratification of the 2013-2018 agreement, the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the two hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any 24-month consecutive period. This benefit will be amended to include the cost of laser eye surgery, and/or eye exams.
- i) A medical travel allowance will be effective January 1, 1998. Medical Travel will be One thousand and six hundred dollars (\$1,600.00) over the six (6) year Term of Agreement, with a maximum of \$800.00 in any one year. 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.

Effective January 1, 2014, the maximum medical travel allowance payable, on behalf of any member or dependent, will be \$1,000 per calendar year.

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

a) EFFECTIVE January 1, 2004:

Annual Deductible will increase to fifty dollars (\$50.00) Single or Family;

In the event of the death of an active member, benefits will be provided for the surviving spouse and eligible dependents for a period of twenty-four (24) months.

b) EFFECTIVE January 1, 2007:

Annual Deductible will increase to seventy five dollars (\$75.00) Single or Family.

c) Effective January 1, 2019, the coverage for Psychologist or Registered Counsellor will be increased to \$1,000 per member or dependent per calendar year.

d) Effective January 1, 2019, the Chiropractor/Naturopath coverage limit will be increased to seven hundred and fifty dollars (\$750) per member or dependent per calendar year.

e) Effective January 1, 2019, the coverage for prescribed orthotics will be five hundred dollars (\$500) per member or dependent per five (5) year period.

f) It is agreed to implement a pay direct drug card under the EHC plan, coincidental with the following EHC drug plan design features:

- Low Cost Alternative.
- Pharmacy mark-up maximum.
- Pharmacy dispensing fee cap.
  - The mark up maximum and dispensing fee cap will be reviewed on July 1 of each year, and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.

Issuance of the pay direct drug card will occur coincidental with the PBC re-enrolment process necessitated by the PBC system upgrade; Target date July 1, 2014.

## **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. Recall and cleaning checkups every nine (9) months. Effective July 1, 2014, white fillings shall be eligible under the dental plan subject to the existing deductions in the plan.

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 - \$4,000.00, effective first of the month following notice of ratification of the 2013 to 2018 collective agreement. No waiting period required.
- d) Effective January 1, 2004, in the event of the death of an active member, benefits will be provided for the surviving spouse and eligible dependents for a period of twenty-four (24) months.
- e) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

## **ARTICLE XVIII - HEALTH AND WELFARE**

### **Section 1: Institution**

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.

### **Section 2: Insurance Coverage**

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

Group Life Insurance for each qualified employee is \$140,000.

Accidental Death and Dismemberment Insurance for each qualified employee is \$140,000 (24 hour coverage).

### **Section 3: Weekly Indemnity**

- a) Weekly Indemnity coverage for each qualified employee in the amount of four hundred forty-nine dollars (\$449.00) per week.  
Effective on the first of the month following notice of ratification of the 2013 to 2018 Collective Agreement the Weekly Indemnity benefit level will be adjusted to the EI weekly rate plus one hundred dollars (\$100).
- b) Weekly Indemnity to commence the first (1<sup>st</sup>) day of accident and sixth (6<sup>th</sup>) day of illness for a period of twenty-six (26) weeks.

- c) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first (1<sup>st</sup>) 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 time from work. Laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) will qualify the member for Weekly Benefit Commencement Date from their first day of disability. The Weekly Indemnity cheques will be mailed directly to the employee's residence if requested by the employee.
- d) Weekly Indemnity coverage will be eliminated for an employee on all extended leaves of absence provided, however, that such employee is eligible for Weekly Indemnity coverage on the day that it was agreed he was scheduled to 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.
- e) Absences due to the same or related causes will be considered one (1) continuous absence unless the employee returns to work on a regular full time basis for at least four (4) continuous weeks between absences.
- f) 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 that exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement Agreement.
- g) The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employee's 5/12<sup>th</sup> share of the premium is retained as payment in kind on the provision of the Weekly Indemnity Plan benefits.

#### **Section 4: Qualifying Conditions**

- a) Total premium cost of providing coverage shall be borne by the Company.
- b) Eligibility shall be the first of the month following date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

- c) Effective December 10, 1983, employees who have already qualified for the Disability Waiver will retain their eligibility for present coverage.

Those employees who, on December 10, 1983, are in receipt of Weekly Indemnity, WCB wage loss, or Long Term Disability income will continue to be eligible for the Group Life Disability Waiver that was in force prior to the above noted date.

After December 10, 1983, the Group Life waiver of premium clause will terminate at age sixty-five (65).

- 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 USW, and there shall be no waiting period for qualified employees changing Employers within the Industry.

- e) i) Lay-off coverage for employees with less than one (1) year will be three (3) months. Lay-off coverage for employees with one (1) or more years of seniority will be six (6) months.

ii) 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.

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

- f) Participation in the Plan is to be a condition of employment, not including the following exemption:

i) Students who are covered as dependents under a family member's benefit plan shall be exempt with respect to Medical, Dental and EHB coverage.

## **ARTICLE XIX - PENSION PLAN**

### **Section 1:**

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

## **Section 2: Hourly Contribution**

The per hour worked contributions in effect as of July 1, 2013 are as follows:

- \$2.675 per hour worked contribution from the employer
  - \$1.625 per hour worked contribution from the employee
- a) Effective July 1, 2014, an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution.
  - b) Effective July 1, 2014, an increase to the employee per hour worked contribution of \$0.60 per hour worked resulting in a total of \$2.225 per hour worked employee contribution.

## **Section 3: Graduated Retirement**

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

The parties agree that when the Pension Plan permits graduated retirement, this section will be engaged and activated.

## **ARTICLE XX - LONG TERM DISABILITY**

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

- a) The Plan became effective July 1, 1982.
- b) Effective the first of the month following ratification of the 2018 to 2023 Collective Agreement, contributions from the Employer and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (60 cents per hour from the Employee and 60 cents per hour from the Employer) to 76 cents per Employee per hour worked (38 cents per hour from the Employee and 38 cents per hour from the Employer).

The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board meeting where the Plan Actuary estimates the Plan is at or below a 120% funded ratio, the contributions to the Plan will be adjusted to a level so as to maintain the 120% funded ratio position (using the same methodology as used to determine the 172% as of September 30, 2017 valuation).

The maximum total contribution rate will be a total of \$1.20, split 50/50 between Employer and Employee.

- c) Employees shall be eligible to apply for LTD benefits after a twenty-six (26) week qualifying period.
- d) 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.

- e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarial sound reserves to fund the benefits provided by the Plan.
- f) 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.
- g) The Trustees are directed to develop Plan modifications that will:
  - i) Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan; and
  - ii) Provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

## **ARTICLE XXI - JOB TRAINING**

### **Section 1: Job Training Program**

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

### **Section 2: Planerman Training Program**

a) **PURPOSE**

The Purpose of this program is to provide for the development of skilled Planermen to meet the needs of the Company.

b) **SELECTION**

- i) All Planerman Trainees will be required to indenture as millwright apprentices in accordance with Supplement 4A of the Collective Agreement and will be covered by all provisions of the supplement.
- ii) Vacancies for Planerman/Millwright trainees will be posted plant wide.
- iii) Selection of Planerman/Millwright trainees shall be in accordance with Article XXII, of the Collective Agreement.
- iv) Planerman/Millwright trainees will be trained in the planing mill under the auspices of a competent Planerman/Millwright.
- v) The Company shall determine the number of Planerman/Millwright trainees required for each operation.

c) INCUMBENT PLANERMAN

- i) Effective with the signing of this Agreement, all persons employed as Planermen will be reclassified to Planerman/Millwright Uncertified.
- ii) Persons reclassified in (i) above shall have the option of remaining as Planerman/Millwright Uncertified or writing the Tradesman Qualification examination.
- iii) Persons employed as Planerman/Millwright Uncertified who write the Tradesman qualification examination and fail to pass have the option of remaining Planerman/Millwright Uncertified or becoming indentured as an Apprentice at no reduction of pay, provided that the individual meets the qualifying conditions established in Article XXII, Section 2 of the Collective Agreement.
- iv) The Company shall provide the Union with a list of Employees who have red circle protection.
- v) Employees holding red circle jobs who are demoted during a reduction of forces shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an employee is reassigned to his former job he shall regain his red circle rate.
- vi) If an employee is temporarily transferred at the request of the Company, he shall retain his existing rate or receive the rate of the new job, whichever is greater. On return to his regular job, the said employee shall regain his red circle rate.

WAGES AND HOURS OF WORK

- i) Wage rates shall be paid in accordance with Supplement No. 1 except where red circle protection is provided.
- ii) It is agreed by the Parties that the hours of work for all Planerman/Millwright categories shall be in accordance with Article VII, Section 2 of the Collective Agreement.

**ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAMS**

**Section 1:**

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 4, attached hereto and forms part of this Agreement.
- b) The Company will pay the apprentice, while attending training school, the following:
  - i) LIVING AWAY FROM HOME ALLOWANCE  
Forty dollars (\$40) per day to maximum of two hundred eighty dollars (\$280) per week, for apprentice who are required to maintain a second residence while attending school.

ii) TRAVEL ALLOWANCE

Fifty cents (\$0.50) per kilometer based on the distance for one (1) round trip to school per year. This distance will be as per a schedule based on the distance between town of employment and the school. If an employee is attending school outside of their community for more than 6 consecutive weeks he/she will qualify for a second return trip.

COMMUTING ALLOWANCE, for apprentices who live at home and attend school. Fifty cents (\$0.50) per kilometer if commuting greater than 30 kilometres each way from the school, minus the first 24 kilometres each way.

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

iii) WAGES

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

iv) Apprenticeship Books & Tuition

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

- c) It is agreed the components of the revised Sawfiler apprenticeship program will be completed to the highest level (Sawfiler or Benchperson) as required by the needs of the specific operation.

**Section 2: Apprenticeship Selection Tests**

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

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

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

Effective on Ratification of the 2013 to 2018 Collective Agreement, the current (at February 5, 2014) arrangements and processes will be maintained status quo in each Local Union.

The CONIFER – USW apprenticeship review committee will be re-constituted and will reconvene to once again review all aspects of the administration of apprenticeship training. Composition of the committee will consist of three representatives from CONIFER and three representatives from the USW Northern Locals. The first meeting of this committee will take place by March 1, 2014 with a target ratification date of June 30, 2014.

The objective of this committee will be to realize a new Letter of Understanding on Apprenticeship training, including addressing the core topic of selection process.

The new Letter of Understanding will be subject to ratification by both parties.

## **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 that would involve the discharge or laying-off of employees.

### **Section 2: Rate Adjustment**

- a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 3 below, either at the time of layoff or at the point his seniority retention expires.
- 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 will receive the rate of his regular job at the time of the setback of a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of his new regular job will apply.

### **Section 3: Severance Pay**

Employees discharged, laid-off or displaced from their regular jobs because of mechanization, technological change or automation shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 2 (b) above.

## **ARTICLE XXIV - SAFETY EQUIPMENT**

### **Section 1: Supply and Replace**

- a) Where the following articles of equipment are required to be used by the Company or the Workers' Compensation Board, the Company shall, at no cost to the employees:
  - i) Supply new employees with articles of equipment required,



- ii) Replace articles of equipment when these 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 employees.
- b) Where the Company has been supplying safety equipment and clothing at no cost to the employee, on the effective date of this Agreement, it will continue to do so at no cost to the employee.

### **Section 2: Coveralls**

The Company shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filers, Grindermen, and Tradesmen.

### **Section 3: Caulk Boots**

- a) An employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a caulk boot allowance of one hundred twenty dollars (\$120.00),
  - i) If he has six (6) months or more seniority;
  - ii) Upon obtaining six (6) months seniority;
  - iii) Seasonal lay-offs shall not interfere with the qualifying periods herein

## **ARTICLE XXV - TOOL INSURANCE**

### **Section 1: Coverage**

- a) The Company at its own expense shall insure for damage or loss caused by fire, or flood, the tools of its employees which are required in the performance of their work. This provision for tool insurance shall also apply to loss by theft where the tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of fifty dollars (\$50.00) in respect of each employee's claim.
- b) The Company will repair or replace those Tradesmen's tools that are damaged or broken in the performance of regular duties.

c) Metric Tools

The Company will make available Tradesmen's tools required upon the introduction of the metric system at no cost, for use by Tradesmen.

**Section 2: Lost Tools**

- a) The Company agrees, within reasonable limits, to replace tools lost while performing job duties.

The Company may require that a declaration be signed by an employee who claims that tools have been lost. When circumstances warrant, the Company may request further proof of the tools being lost, but in such event will advise the Plant Committee so that discussion can take place regarding circumstances.

**ARTICLE XXVI - FIREFIGHTING AGREEMENT**

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

**ARTICLE XXVII - SAWMILL JOB EVALUATION**

**Section 1: Implementation**

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

**Section 2: Point Range and Increments**

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 2018		Effective July 1 2019		Effective July 1 2020		Effective July 1 2021		Effective July 1 2022	
		Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates
1	0-60		\$29.51		\$30.10		\$30.70		\$31.31		\$32.09
2	61-70	0.13	29.64	0.13	30.23	0.13	30.83	0.14	31.45	0.15	32.24
3	71-80	0.12	29.76	0.13	30.36	0.14	30.97	0.14	31.59	0.14	32.38
4	81-95	0.22	29.98	0.22	30.58	0.22	31.19	0.22	31.81	0.23	32.61
5	96-115	0.16	30.14	0.16	30.74	0.16	31.35	0.17	31.98	0.17	32.78
6	116-140	0.24	30.38	0.25	30.99	0.26	31.61	0.26	32.24	0.27	33.05
7	141-165	0.17	30.55	0.17	31.16	0.17	31.78	0.18	32.42	0.18	33.23
8	166-195	0.34	30.89	0.35	31.51	0.36	32.14	0.36	32.78	0.37	33.60
9	196-230	0.26	31.15	0.26	31.77	0.27	32.41	0.28	33.06	0.29	33.89
10	231-270	0.28	31.43	0.29	32.06	0.29	32.70	0.29	33.35	0.29	34.18
11	271-320	0.29	31.72	0.29	32.35	0.30	33.00	0.31	33.66	0.32	34.50
12	321-370	0.34	32.06	0.35	32.70	0.35	33.35	0.36	34.02	0.37	34.87
13	371-420	0.27	32.33	0.28	32.98	0.29	33.64	0.29	34.31	0.30	35.17
14	421-470	0.36	32.69	0.36	33.34	0.37	34.01	0.38	34.69	0.39	35.56
15	471-520	0.32	33.01	0.33	33.67	0.33	34.34	0.34	35.03	0.35	35.91
16	521-570	0.45	33.46	0.46	34.13	0.47	34.81	0.48	35.51	0.49	36.40
17	571-620	0.25	33.71	0.25	34.38	0.26	35.07	0.26	35.77	0.26	36.66
18	621-670	0.42	34.13	0.43	34.81	0.44	35.51	0.45	36.22	0.47	37.13
19	671-730	0.28	34.41	0.29	35.10	0.29	35.80	0.30	36.52	0.30	37.43
20	731-790	0.46	34.87	0.47	35.57	0.48	36.28	0.49	37.01	0.51	37.94
21	791-850	0.34	35.21	0.34	35.91	0.35	36.63	0.35	37.36	0.35	38.29
22	851-910	0.43	35.64	0.44	36.35	0.45	37.08	0.46	37.82	0.48	38.77
23	911-970	0.46	36.10	0.47	36.82	0.48	37.56	0.49	38.31	0.50	39.27
24	971-1030	0.35	36.45	0.36	37.18	0.36	37.92	0.37	38.68	0.38	39.65
25	1031-1090	0.87	37.32	0.89	38.07	0.91	38.83	0.93	39.61	0.95	40.60
26	1091-1150	0.86	38.18	0.87	38.94	0.89	39.72	0.90	40.51	0.92	41.52
27	1151-1210	0.96	39.14	0.98	39.92	1.00	40.72	1.02	41.53	1.05	42.57
28	1211-1270	0.93	40.07	0.95	40.87	0.97	41.69	0.99	42.52	1.01	43.58

**Section 3: Base Rate/Red Circle**

- a) The base rate in all Wage Supplements shall be that set out in Section 1 (b) 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.

**ARTICLE XXVIII - EMPLOYEE ASSISTANCE PROGRAM**

- a) The Company will provide for an Employee and Family Assistance Program.
- b) Management and the Union have established a Joint Employee Assistance Program (E.A.P.) through which a joint committee, comprised of equal representation from Union and Management, will administer the program at the operational level as follows:
  - 1) The committee will maintain a set of program responsibilities and procedures that fully respect the principle of confidentiality.
  - 2) The committee will ensure the selection of an appropriate number of confidential referral contacts within the operations.
  - 3) The referred contacts will direct troubled employees to a mutually agreed upon resource center which will provide assessment, referral, and follow up for said employees.
  - 4) The Committee will ensure that the services of the E.A.P. are available to the members of an employee’s immediate family.
  - 5) When an employee elects referral through the E.A.P., the Company will continue to maintain all employee benefits in effect at the time of the referral.
  - 6) Nothing in this Policy statement is to be interpreted as constituting a waiver of Management’s right to take disciplinary actions, nor the Union’s right to the grievance process and procedures as provided for in the Collective Agreement.

The intent of this Policy Statement is to provide a supportive, qualified and confidential E.A.P. for all who choose to use its services. Either Party may request amendments to, or a review of and/or renewed commitment to the Employee Assistance Program at any time.

**ARTICLE XXIX - IWA - FOREST INDUSTRY SAFETY & HEALTH RESEARCH PROGRAM**

The Plan was established July 1, 1989, in Northern British Columbia and will be known as the Safety/Health Awareness Research Program (S.H.A.R.P.).

- a) The Plan is jointly Trusteed and is funded on the basis of an Industry contribution of one half cent (1/2¢) per hour, per employee, per hour worked.
- b) When funds in the Plan reach \$100,000.00 the Employer will contribute an additional one-half cent (1/2¢) per hour for a total on one cent (1¢) per hour.
- c) When funds in the Plan reach \$200,000.00 the additional one-half cent (1/2¢) provided for in (b) above will be discontinued until the fund level is again reduced to the \$100,000.00 level.

**ARTICLE XXX - DURATION OF AGREEMENT**

**Section 1: Effective Date/Expiration**

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1<sup>ST</sup>) day of July 2018, to midnight of the 30th day of June 2023, and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required there under 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: Exclusion of Section 50 (2) - Labour Relations Code**

The Parties hereto agree that the operation of Section 50 (2) of the Labour Relations Code of British Columbia, 1992 is excluded from this Agreement.


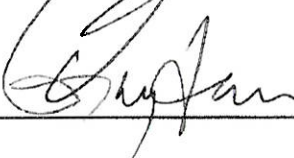
DATED THIS 22 DAY OF JANUARY, 2021.


FOR:

FOR:

HAMPTON AFFILIATES., FORT ST. JAMES  
FOREST PRODUCTS LIMITED PARTNERSHIP

USW, LOCAL 1-2017

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Financial Secretary

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

	July 1, 2018 (+ 2%)	July 1, 2019 (+ 2%)	July 1, 2020 (+ 2%)	July 1, 2021 (+ 2%)	July 1, 2022 (+ 2.5%)
<b>TRADES - Manufacturing</b>					
Auto Mechanic Apprentice - 0 to 1620 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Auto Mechanic Apprentice - 1620 to 3240 Hours	\$34.99	\$35.69	\$36.40	\$37.13	\$38.06
Auto Mechanic Apprentice - 3240 to 4860 Hours	\$35.89	\$36.61	\$37.34	\$38.09	\$39.04
Auto Mechanic Apprentice - 4860 to 5670 Hours	\$36.84	\$37.58	\$38.33	\$39.10	\$40.08
Auto Mechanic Apprentice - 5670 Hours to Certification	\$38.26	\$39.03	\$39.81	\$40.61	\$41.63
Auto Mechanic Certified (ITA Minimum Total Hours - 6480)	\$42.08	\$42.92	\$43.78	\$44.66	\$45.78
Auto Mechanic - Uncertified (-\$0.50)	\$41.58	\$42.42	\$43.28	\$44.16	\$45.28
Carpenter Apprentice - 0 to 1250 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Carpenter Apprentice - 1250 to 2500 Hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Carpenter Apprentice - 2500 to 3750 Hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Carpenter Apprentice - 3750 to 4375 Hours	\$36.82	\$37.56	\$38.31	\$39.08	\$40.06
Carpenter Apprentice - 4375 Hours to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Carpenter Certified (ITA Minimum Total Hours - 5000)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Carpenter - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Electrician Apprentice - 0 to 1500 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Electrician Apprentice - 1500 to 3000 Hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Electrician Apprentice - 3000 to 4500 Hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Electrician Apprentice - 4500 to 5250 Hours	\$36.82	\$37.56	\$38.31	\$39.08	\$40.06
Electrician Apprentice - 5250 Hours to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Electrician Certified (ITA Minimum Total Hours - 6000)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Electrician - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Heavy Duty Apprentice - 0 to 1500 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Heavy Duty Mechanic Apprentice - 1500 to 3000 Hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Heavy Duty Mechanic Apprentice - 3000 to 4500 Hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Heavy Duty Mechanic Apprentice - 4500 to 5240 Hours	\$36.81	\$37.55	\$38.30	\$39.07	\$40.05
Heavy Duty Mechanic Apprentice - 5240 Hours to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Heavy Duty Mechanic - Certified (ITA Minimum Total Hours -6000)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Heavy Duty Mechanic - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58

	July 1, 2018 (+ 2%)	July 1, 2019 (+ 2%)	July 1, 2020 (+ 2%)	July 1, 2021 (+ 2%)	July 1, 2022 (+ 2.5%)
Machinist Apprentice - 0 to 1650 Hours	\$34.67	\$35.36	\$36.07	\$36.79	\$37.71
Machinist Apprentice - 1650 to 3300 Hours	\$35.16	\$35.86	\$36.58	\$37.31	\$38.24
Machinist Apprentice - 3300 to 4950 Hours	\$36.00	\$36.72	\$37.45	\$38.20	\$39.16
Machinist Apprentice - 4950 to 5775 Hours	\$37.02	\$37.76	\$38.52	\$39.29	\$40.27
Machinist Apprentice - 5775 Hours to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Machinist - Certified (ITA Minimum Total Hours - 6600)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Machinist - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Millwright Apprentice - 0 to 1650 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Millwright Apprentice - 1650 to 3300 Hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Millwright Apprentice - 3300 to 4950 Hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Millwright Apprentice - 4950 to 5775 Hours	\$36.82	\$37.56	\$38.31	\$39.08	\$40.06
Millwright Apprentice - 5775 Hours to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Millwright - Certified (ITA Minimum Total Hours - 6600)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Millwright - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Painter Apprentice - 0 to 1350 Hours	\$34.57	\$35.26	\$35.97	\$36.69	\$37.61
Painter Apprentice - 1350 to 2700 Hours	\$35.20	\$35.90	\$36.62	\$37.35	\$38.28
Painter Apprentice - 2700 to 4050 Hours	\$36.07	\$36.79	\$37.53	\$38.28	\$39.24
Painter Apprentice - 4050 Hours to Certification	\$37.79	\$38.55	\$39.32	\$40.11	\$41.11
Painter - Certified (ITA Minimum Total Hours - 5400)	\$41.79	\$42.63	\$43.48	\$44.35	\$45.46
Painter - Uncertified (-\$0.50)	\$41.29	\$42.13	\$42.98	\$43.85	\$44.96
Planermill Maintenance Technician Apprentice - 0 to 803 Hours	\$34.73	\$35.42	\$36.13	\$36.85	\$37.77
Planermill Maintenance Technician II Apprentice - 803 to 1605 Hours	\$35.83	\$36.55	\$37.28	\$38.03	\$38.98
Planermill Maintenance Technician II Apprentice - 1605 Hours to Certification	\$36.84	\$37.58	\$38.33	\$39.10	\$40.08
Planermill Maintenance Technician II - Certified (ITA Minimum Total Hours -3210)	\$40.00	\$40.80	\$41.62	\$42.45	\$43.51
Planermill Maintenance Technician II - Uncertified (-\$0.50)	\$39.50	\$40.30	\$41.12	\$41.95	\$43.01
Planermill Maintenance Technician I - Apprentice - 0 to 1620 Hours	\$39.84	\$40.64	\$41.45	\$42.28	\$43.34
Planermill Maintenance Technician I - Certified (ITA Minimum Total Hours - 1620)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Planermill Maintenance Technician I - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58



	July 1, 2018 (+ 2%)	July 1, 2019 (+ 2%)	July 1, 2020 (+ 2%)	July 1, 2021 (+ 2%)	July 1, 2022 (+ 2.5%)
Steamfitter/Pipefitter Apprentice - 1405 to 2810 Hours	\$34.98	\$35.68	\$36.39	\$37.12	\$38.05
Steamfitter/Pipefitter Apprentice - 2810 to 4215 Hours	\$35.87	\$36.59	\$37.32	\$38.07	\$39.02
Steamfitter/Pipefitter Apprentice - 4215 to 4917.5 Hours	\$36.84	\$37.58	\$38.33	\$39.10	\$40.08
Steamfitter/Pipefitter Apprentice - 4917.5 to Certification	\$38.55	\$39.32	\$40.11	\$40.91	\$41.93
Steamfitter/Pipefitter - Certified (ITA Minimum Total Hours -5620)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Steamfitter/Pipefitter - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Welder - Level C	\$41.48	\$42.31	\$43.16	\$44.02	\$45.12
Welder - Level B	\$42.08	\$42.92	\$43.78	\$44.66	\$45.78
Welder - Level A	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
<b>MISCELLANEOUS CATEGORIES - Manufacturing</b>					
Grinderman	\$33.22	\$33.88	\$34.56	\$35.25	\$36.13
Oiler	\$33.26	\$33.93	\$34.61	\$35.30	\$36.18
Second Class Engineer	\$44.18	\$45.06	\$45.96	\$46.88	\$48.05
Third Class Engineer	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Fourth Class Engineer	\$40.33	\$41.14	\$41.96	\$42.80	\$43.87
Fireman (4th Class Ticket)	\$37.42	\$38.17	\$38.93	\$39.71	\$40.70
Fireman	\$31.08	\$31.70	\$32.33	\$32.98	\$33.80
Labourer	\$29.49	\$30.08	\$30.68	\$31.29	\$32.07
<b>LEGACY FILING ROOM CATEGORIES</b>					
Saw Fitter Apprentice - 0 to 1680 Hours	\$34.57	\$35.26	\$35.97	\$36.69	\$37.61
Saw Fitter Apprentice - 1680 to 2520 Hours	\$35.46	\$36.17	\$36.89	\$37.63	\$38.57
Saw Fitter Apprentice - 2520 Hours to Certification	\$37.60	\$38.35	\$39.12	\$39.90	\$40.90
Saw Fitter - Certified (ITA Minimum Hours - 3360)	\$41.78	\$42.62	\$43.47	\$44.34	\$45.45
Saw Fitter - Uncertified (-\$0.50)	\$41.28	\$42.12	\$42.97	\$43.84	\$44.95
Circular Saw Filer Apprentice - 0 to 1680 Hours	\$41.76	\$42.60	\$43.45	\$44.32	\$45.43
Circular Saw Filer - Certified (ITA Minimum Hours - 1680)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Circular Saw Filer - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Benchman Apprentice - 0 to 1680 Hours	\$42.30	\$43.15	\$44.01	\$44.89	\$46.01
Benchman - Certified (ITA Minimum Hours - 1680)	\$43.48	\$44.35	\$45.24	\$46.14	\$47.29
Benchman - Uncertified (-\$0.50)	\$42.98	\$43.85	\$44.74	\$45.64	\$46.79

	July 1, 2018 (+ 2%)	July 1, 2019 (+ 2%)	July 1, 2020 (+ 2%)	July 1, 2021 (+ 2%)	July 1, 2022 (+ 2.5%)
<b>NEW GENERATION FILING ROOM CATEGORIES</b>					
Saw Filer Apprentice - 0 to 2520 Hours	\$34.54	\$35.23	\$35.93	\$36.65	\$37.57
Saw Filer Apprentice - 2520 to 4200 Hours	\$35.89	\$36.61	\$37.34	\$38.09	\$39.04
Saw Filer - Certified (ITA Minimum Hours - 4200)	\$42.37	\$43.22	\$44.08	\$44.96	\$46.08
Saw Filer - Uncertified (-\$0.50)	\$41.87	\$42.72	\$43.58	\$44.46	\$45.58
Benchperson - Certified (ITA Minimum Hours - 1680)	\$43.48	\$44.35	\$45.24	\$46.14	\$47.29
Benchperson - Uncertified (-\$0.50)	\$42.98	\$43.85	\$44.74	\$45.64	\$46.79

## **SUPPLEMENT NO. 2 - ADJUSTMENTS AND INTERPRETATIONS**

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

### **Section 1: Call-Time**

- a) With respect to Call-Time as covered in Article VII, Section 7 the following understanding has been reached:

If workers present themselves for work, and due to any conditions beyond their control, there is no work available, they shall receive two hours of pay unless sufficient warning has been given canceling the work call for that day. However, if there is a possibility that work may be available within two (2) hour 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 canceling the work call for the first, or day shift, provided notice has been given over Radio Station CJCI (Fort St. James), wherever possible the previous evening but not later than one and one-half hours before the shift commences with two (2) broadcasts within a one-half hour period.
- c) It shall be deemed sufficient notice canceling call work for the night shift when notice has been given over Radio Station CJCI (Fort St. James), during the hours from twelve noon to one p.m., but not later than three (3) hours before the shift commences with two (2) broadcasts within a one-half hour period.

### **Section 2: Interpretation of Article VIII, Section 2 (c)**

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

The word “plant” in this section means a sawmill, a planer mill

It is agreed that the foregoing understanding shall be of the same force and effect as if it had been written into the actual contract and this Section of the Agreement shall form Supplement No. 3 and be part of the Contract.

### **SUPPLEMENT NO. 3 - JOB TRAINING PROGRAMS**

#### **A. Application**

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

#### **B. Posting**

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

#### **C. Selection and Training**

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

#### **D. Rates of Pay**

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

#### **E. Seniority**

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

#### **F. Revision and Termination**

Nothing in this Agreement is intended to vary, cancel or otherwise affect existing Training Agreements.

## **SUPPLEMENT NO. 4 - APPRENTICESHIP TRAINING PROGRAM**

### **ARTICLE I - PURPOSE**

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

### **ARTICLE II - TRADES**

1. Millwright
2. Heavy Duty Mechanic
3. Steamfitter/Pipefitter
4. Machinist
5. Electrician
6. Welder

### **ARTICLE III - GENERAL PURPOSES**

#### **Section 1: Collective Agreement**

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

#### **Section 2: Rights to Continue**

Once started in the Program, subject however to 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 a failure to pass such a test, the Apprentice will be given a second (2<sup>nd</sup>) opportunity, but in the event of failure to pass on the occasion of the second (2<sup>nd</sup>) such test, he 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 and Entitlement**

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

## **Section 6: On-the Job Training**

The Company will ensure that Apprentices will be given the necessary on-the-job 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**

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

### **Section 5: Age Limit**

There will be no age limit for applications

## **ARTICLE V - TRAINING SCHEDULES**

### **Section 1: Assignment as Helper**

All successful applicants will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period prior to attending a vocational school, unless the applicant's previous experience renders such assignment unnecessary.

**Section 2: 4 Year Schedule**

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

**Section 3: 3 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
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 4: Electricians**

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

**Section 5: Passing Test**

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

**Section 6: Journeyman Qualifications**

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

Conditions under which the above will apply:

- a) Only to a journeyman who has gone through the indentured apprenticeship training program under the sponsorship of the Company for which he is working.
- b) That he is working in the maintenance department.
- c) That all work normally done by the maintenance department is being done 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 7: Vocational School Delay**

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

## **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 the wage rate as specified in the wage supplement.
- c) The Wage Rate for an Improver shall be that as specified in the wage supplement.
- d) An Apprentice who passes a test in the fourth (4<sup>th</sup>) period of vocational training shall receive the wage rate as specified in the wage supplement.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as specified in the wage supplement.

### **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 Employer shall pay the Apprentice while attending Vocational School the difference between the wage subsidy granted by the appropriate Government authorities and the regular wages of the employee concerned.

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

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

Where an employee incurs delay in taking one of the tests under this Program, through no fault of his 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 Ministry of Labour, Apprenticeship and Industrial Training Branch, regarding the content of tests, standards of marking and school curriculum with respect to the registered Apprentices. The Board shall not be responsible for the actual setting or making of tests.

## **ARTICLE VIII - GENERAL PROVISIONS**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

If a present Journeyman fails to pass the test for a voluntary Tradesmen's Qualification Certificate, he can then become indentured as an Apprentice at no reduction 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 Tradesman's Qualification, or who become indentured under the Apprenticeship and Tradesman's Qualification Act. The committee will 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. 5 – FIREFIGHTING AGREEMENT**

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

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

### **1. DEFINITIONS**

**a) Accidental Fire**

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

**b) Slash Escape Fire**

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

**c) Slash Control Fire**

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

**d) Company Responsibility Fire**

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

**e) Forest Service Fire**

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

**f) Fire Fighting Rates**

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

**g) Regular Job Rates**

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

h) **Statutory Rates**

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

**3. FIRE FIGHTING RATES**

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

<b>Category</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>	<b>July 1, 2021</b>	<b>July 1, 2022</b>
Crew Boss	\$31.66	\$32.29	\$32.94	\$33.60	\$34.44
Cat Operators	\$31.59	\$32.22	\$32.86	\$33.52	\$34.36
Skidder Operators	\$31.01	\$31.63	\$32.26	\$32.91	\$33.73
Power Saw Operators	\$30.89	\$31.51	\$32.14	\$32.78	\$33.60
<b>Mechanics</b>	<b>Regular Job Rate</b>				
Slip-on Tank and/or Trailer Tank with Pump Driver Operator	\$31.30	\$31.93	\$32.57	\$33.22	\$34.05
Water Tank Truck with Pump Driver Operator	\$30.54	\$31.15	\$31.77	\$32.41	\$33.22
Service Truck/Bus Drivers	\$30.43	\$31.04	\$31.66	\$32.29	\$33.10
Pumpman	\$30.50	\$31.11	\$31.73	\$32.36	\$33.17

- b) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in firefighting. This shall not include cook and bunkhouse personnel, tradesman, 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 the day in question are exclusively related to firefighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.

**4. BOARD AND LODGING**

(While fighting Company Responsibility Fires)

- a) Employees who commute from home or camp are expected to “Carry a lunch”. Additional meals where required will be at the 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 firefighting will be paid in accordance with the Collective Agreement.

**6. SLASH BURNING**

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

**7. INTERPRETATIVE NOTES**

- a) When active firefighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to 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 where the fire requires fire patrolmen only.

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

**SUPPLEMENT NO. 6 – JOB EVALUATION PLAN**  
**B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD**

**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 sector, effective with the renewal of this Agreement, in accordance with the principle and procedures adopted in the B. C. Northern Interior Sawmill & 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 Standing Committee to consist of one (1) designated representative of the C.O.N.I.F.E.R. Group, one (1) designated representative of Canadian Forest Products Ltd., one (1) designated representative of the Babine/Houston Group, and two (2) or more designated representatives of IWA - CANADA.

**ARTICLE 3 - FUNCTION OF THE INDUSTRY STANDING COMMITTEE**

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

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

**ARTICLE 4 - INDUSTRY JOB EVALUATION COMMITTEE**

- a) Each Company participating in the B. C. Northern Interior Sawmill and Poleyard Job Evaluation Plan shall designate an evaluator to be its member representative to the Industry Job Evaluation Committee and IWA CANADA shall designate one (1) member representative.
- b) Wherever possible the efforts by the members of the Industry Job Evaluation Committee may be consolidated for practical purposes.
- c) The Industry Job Evaluation Committee shall assume general responsibility for the uniform administration of the job evaluation program.
- d) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

**ARTICLE 5 - PLANT JOB REVIEW COMMITTEE**

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

**ARTICLE 6 - FUNCTION OF THE PLANT JOB REVIEW COMMITTEE**

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed to the Industry Job Evaluation Committee for further action.

The documents required will include a "Request for Job Evaluation" form, submitted either by an individual employee or by local management, and a fully completed "Job Study Record" form that provides sufficient information for the subsequent work of the Industry Job Evaluation Committee. The form of the documents, the procedure for submitting and handling them and the time limits for completion may be amended as required by the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.

- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy or accuracy of documents shall be by unanimous Agreement. Failing such Agreement, the Plant Job Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous Agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.
- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding. The Plant Job Review Committee will be responsible for informing management and the employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee will, similarly, be communicated with reasons to those concerned.

- d) Nothing in this Article limits the right of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

#### **ARTICLE 7 - APPLICATION OF PROGRAM**

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

Engineer & Fireman (Boiler House)  
Millwright  
Planerman/Millwright  
Machinist  
Blacksmith  
Welder  
Pipefitter - including Sprinklerman  
Mechanic  
Electrician  
Painter  
Carpenter  
Bricklayer  
Steamfitter  
Boilermaker  
Sawfitter, Circular Saw Filer and Benchman  
Grinderman  
Oiler  
and Improvers and Helpers to the above trades.

#### **ARTICLE 8 - DIRECTION OF WORK**

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

#### **ARTICLE 9 - RE-EVALUATION**

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



**ARTICLE 10 - NEW JOBS CREATED**

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

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

**ARTICLE 11 - RED CIRCLE PROTECTION**

- a) The Company shall supply the Union with a list of employees holding red 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 their former job they shall regain their red circle rate.
- d) If an employee is temporarily transferred at the request of the Company, they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return, to their regular job the said employee shall regain their red circle rate.

**ARTICLE 12 - REFERRAL PROCEDURE**

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the Parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- c) If the Industry Job Evaluation Committee is unable to reach Agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for settlement.

- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local.

In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of IWA CANADA and the Employer representative care of the offices of the Company. The Employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

### **ARTICLE 13 - TRAINING PROGRAM**

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

### **ARTICLE 14 - GENERAL PROVISIONS**

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

**SUPPLEMENT NO. 7 - ALTERNATE SHIFT SCHEDULING**

**A. FLEXIBILITY OF HOURS OF WORK**

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

Balancing of production  
Maintenance  
Market requirements  
Even flow production  
Continuous scheduling (e.g. Logging, Engineers, Fireman, Maintenance, Watchman)

**B. SHIFT SCHEDULING**

The Parties agree that the following shift schedules are examples of the type that will provide flexibility required to meet the needs expressed above provided the provisions of Article VII Section 15 (b) (i) and (ii) have been met.

**1. Logging**

- i) Compressed schedules consisting of 10 hours per day, 4 days per week.
- ii) Continuous schedules such as 4 days on 4 days off, or 7 days on 7 days off.
- iii) Non-continuous schedules such as 10 days on 4 days off, or 15 days on 6 days off, or 20 days on 8 days off, to consist normally of 8 hours per shift.

**2. Manufacturing**

- a) Two (2) crews working 4 days, 10 hours per shift.
- b) Three (3) crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week.
- c) Four (4) crews working in continuous seven (7) day operations may be scheduled to work shifts other than (a) and (b) above.

**3. Maintenance**

- a) Shifts of up to 10 hours per day, 40 hours per week, Monday to Sunday inclusive.
- b) Three (3) shifts per week, not exceeding 12 hours per day.

**C. IMPLEMENTATION**

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

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII, Section 15. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
  - a) Details of shift
  - b) Details of Statutory Holidays, Floating Holidays, Bereavement Leave and Jury Duty.
  - c) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
  - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
  - e) The use of employees for supplementary production work.
2. The Plant Committee and the crew will be actively consulted by the Parties during this process.

**D. GENERAL PRINCIPLES**

When an alternate shift schedule is in effect other provisions of the Master 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 a 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 premiums pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

**SUPPLEMENT NO. 8 – FOREMAN TRAINEES**

Notwithstanding Article VIII, Section 9, of the Collective Agreement, it is agreed that an employee can be transferred to a supervisory position for a trial period of ninety (90) calendar days.

During this period he shall continue to accumulate seniority. In the event he does not continue to be employed in the supervisory position during the ninety (90) calendar days he shall return to the bargaining unit to the job held at the time of his promotion.

**SUPPLEMENT NO. 9 – UNION SECURITY**

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 said employee's refusal to maintain his membership.

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

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