

# COLLECTIVE AGREEMENT

BETWEEN



Louisiana Pacific Canada Limited  
Dawson Creek OSB Plant

AND



United Steelworkers  
LOCAL 1-2017

January 1, 2021 to December 31, 2025

## INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. PREAMBLE AND BARGAINING AGENCY	4
2. DEFINITIONS	4
3. MANAGEMENT'S RIGHTS	6
4. UNION SECURITY	6
5. UNION REPRESENTATIVES	9
6. STRIKES AND LOCK-OUTS	10
7. HOURS OF WORK AND OVERTIME	10
8. WAGES	14
9. SENIORITY	16
10. LAY-OFF AND RECALL	18
11. VACANCIES AND PROMOTIONS	19
12. GRIEVANCE AND ARBITRATION	24
13. TECHNOLOGICAL CHANGE	25
14. SAVINGS CLAUSE	26
15. LEAVE OF ABSENCE	26
16. VACATIONS WITH PAY	28
17. SEVERANCE PAY	30

<u>ARTICLE</u>	<u>PAGE</u>
18. SAFETY AND HEALTH	31
19. GENERAL HOLIDAYS	32
20. HEALTH WELFARE AND PENSION	34
21. TRAINING AND DEVELOPMENT	36
22. EXPIRATIONS OF AGREEMENT	38
23. UNION EDUCATION FUND	38
SCHEDULE "A" -WAGES AND CLASSIFICATIONS	40
SCHEDULE "B" - NORTHERN LIVING TRAVEL ALLOWANCE	42

## **PREAMBLE**

The Parties to this agreement are LOUISIANA-PACIFIC CANADA LTD. (Dawson Creek) and United Steelworkers, Local 1-2017.

The purpose of this Agreement is to set forth rates of pay, hours of work and conditions of employment to be observed by the Parties and to provide a method for the orderly adjustment of grievances.

NOW THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

### **Article 1 - BARGAINING AGENCY**

#### **1.01:**

The Company agrees to recognize and bargain collectively with the Union as the exclusive representative on behalf of its employees.

### **Article 2 - DEFINITION**

#### **2.01:**

1. The term "employee" is used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the USW Local 1-424 have been certified as bargaining agent in accordance with the Certification as issued by the Industrial Relations Council on March 10, 1992.
2. It is understood that references to masculine gender shall be interchangeable with the feminine gender throughout the Agreement.

#### **2.02:**

Persons employed on grants or other employment subsidized work experience are excluded from this Agreement.

It is agreed that no regular bargaining unit employee will be laid off as a direct result of this section.

The Company agrees to notify the Union of the arrival and expected duration of these person(s).

#### **2.03:**

The term "probationary employee" is used and for the purposes of this Agreement shall mean an employee who has not achieved seniority status under this Agreement.

**2.04:**

- a) The term "regular employee" is used and for the purposes of this Agreement shall mean an employee who is awarded a regular full-time position with the Company.
- b) Regular employees will be regarded as on probation for the first 480 working hours of employment. Upon successful completion of the probationary period the employee will be placed on the seniority list and his seniority shall be retroactive to the date of hire.
- c) The Company may employ temporary employees under the following conditions:
  1. Temporary employees will be paid at the rate of group one (1) as per the collective agreement, except when assigned to a specific position; in this case the rates applicable in Schedule "A" will apply.
  2. Temporary employees will not be eligible for health and dental benefits, pension, vacation accrual or floaters.
  3. Temporary employees shall not accumulate seniority in the bargaining unit, but shall pay all regular Union dues, assessments and initiation fees.
  4. In the event of a reduction in workforce, temporary employees shall be the first to be laid off.
  5. A temporary employee who worked 120 days will be considered as a regular full time employee and the probationary period referred to in clause 2.04b) will not apply.

When the company changes the status of a temporary employee to a regular full time employee before the expiration of the above period of 120 days, the probationary period will be adjusted downwards, if necessary, so the combined number of days worked as a temporary employee and probationary employee does not exceed 120 days.

6. Benefit entitlements as per clause 20.02 will be calculated from the date the employee becomes regular full time.
7. There will be a maximum of eight (8) temporary employees at any given point in time.
8. The company will advise the Union in writing when a temporary employee is hired.

**2.05:**

Nothing in this Agreement shall preclude excluded personnel of the Company from performing work done by those in the bargaining unit from time to time provided that no regular bargaining unit employee is laid off as a direct result.

The Company agrees that no excluded personnel of the Company will perform the job of a bargaining unit member who is on lay-off.

**Article 3 - MANAGEMENT'S RIGHTS**

**3.01:**

The Union agrees that the management and the control of the Company's business and the direction and control of the Company's work forces are vested exclusively in the Company, subject only to the limitations imposed upon the Company by the express provisions of this Agreement. The Union further recognizes and agrees, that the Company retains all customary rights, responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this Agreement.

**3.02:**

The Company recognizes the union's concern with respect to the utilization of contractors to perform work normally performed by bargaining unit employees; the Company will endeavour to utilize our own employees whenever practicable, in any event contractors will not be introduced into the operation where this results in the loss of full time positions held by regular Employees unless there are special circumstances.

**Article 4 • UNION SECURITY**

**4.01:**

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.

**4.02:**

The Company shall be free to hire all new employees, provided said employees shall be eligible for membership in the Union and shall make application and become members at date of hire.

**4.03:**

Employees who are members of the Union shall pay to the Union all initiation fees, dues, and assessments in a form, and as directed and authorized by the Union.

**4.04:**

Upon receipt of an employee's written assignment of wages in the form set out by the Union, the Company will honour such employees written assignment of wages and the Company will deduct from the wages owing of each employee and amount equal to such initiation fees, dues and assessments as authorized by the Union.

**4.05:**

The Company agrees to forward to the Union all such fees, dues and assessments not later than the fifteenth (15th) day of the calendar month following the month in which the deduction was made.

**4.06:**

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of any error committed by the Company.



# 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



## **Article 5 - UNION REPRESENTATIVES**

### **5.01:**

The Company agrees to recognize employees who are elected as a Union representative(s). The Union agrees to notify the Company in writing of the name(s) of the Union representative(s) elected from time to time. The Union agrees that there will be no more than one (1) Union representative off the operating shift at one time for the purposes of the grievance procedure.

### **5.02:**

In the exercise of his functions the Union representative will first obtain the necessary permission from the Company prior to leaving his regularly assigned duties to carry out any investigation and/or settlement of formal grievances. Such permission shall not be unreasonably withheld.

### **5.03:**

- a) An employee shall have the right to have a union representative present at any discussion with the Company where there is a reasonable possibility of disciplinary action being taken or where an employee may incriminate himself; as well, employees shall have the right to have a union representative present where discipline is imposed. Discipline imposed in the absence of a union rep or a second union member as chosen by the employee will be considered null and void.

The Company will attempt to notify the employee in advance of the meeting, the purpose of the meeting, so that the employee will have an opportunity to contact his union representative.

- b) This provision shall not apply to discussions, which are operational in nature.
- c) A disciplinary measure will be removed from an employee's file if no further incident of a similar nature occurred after twelve (12) months of the date of the occurrence. In disciplinary cases involving harassment or contravention of the Life Saving Rules (LRS) policy/procedures, the discipline will remain on an employee's file.

### **5.04:**

- a) The Company agrees to furnish the Union (and Plant Committee) every three (3) months a list showing the seniority of all regular employees. The list will also be posted on the bulletin boards.
- b) The list(s) will show the name, and the hire date of the employee(s).
- c) The Company agrees to forward to the Union any additions or deletions to the seniority list(s) on a monthly basis.

**5.05:**

The Local Union representative will be granted access to the Company's plant by obtaining written permission from the Plant Manager or his designate and subject to such conditions as may be prescribed by the Plant Manager.

**5.06**

The Company agrees to provide two (2) Union board lock boxes for the exclusive posting of Union notices and Union information concerning meetings and other such information that the Union may wish to communicate to its members. The Union agrees that notices are for information only, which will not be libelous or derogatory towards the Company.

**5.07:**

Union representatives of United Steelworkers local 1-2017 will receive regular time pay for time spent in pre-scheduled Joint Committee Management (JCM) meetings attended outside regularly scheduled shifts.

**Article 6 - STRIKES AND LOCKOUTS**

**6.01:**

The Company and the Union agree that there will be no strikes or lockouts during the term of this Agreement.

**6.02:**

No part of this Agreement shall be used by the Company to require an employee to cross the Union's lawful picket line, which prevents them from reporting to their regularly scheduled place of work.

**6.03:**

The parties recognize that it is in the long-term interest of the Company, the Employees and the Union to ensure protection of the Company's assets during any disruption of operations. The Union agrees to provide a sufficient workforce as is necessary to ensure the safe and efficient shutdown of equipment.

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

**7.01:**

The regular hours of work for employees are as follows:

a) Shift employee schedules may include:

- i. Twelve (12) hour shifts will be scheduled for employees consisting of four (4) day shifts (7 a.m. - 7 p.m.) followed by four (4) days off followed by four (4) night shifts (7 p.m. - 7 a.m.) followed by four (4) days off.

- ii. Twelve (12) hour shifts will be scheduled for employees consisting of seven (7) day shifts (7 a.m. - 7 p.m.) followed by seven (7) days off followed by seven (7) night shifts (7 p.m. - 7 a.m.) followed by seven (7) days off.
  - 1. On a 7 on-7 off rotation, the Company will continue the practice of paying on the basis of working 7 - 12 hour shifts paid as 80 regular hours and 4 hours overtime (1.5x).
  - 2. There will be no penalty of overtime based on the number of days of the rotation in any one week (Sunday to Saturday).ie, seven-d a y rotation, regardless of the starting day or the ending day, will not result in overtime costs (other than above-noted in #1).
- b) Ten (10) hour shift employees - ten (10) hour shifts may be scheduled for employees consisting of four (4) shifts (normally Monday - Thursday or Tuesday-Friday starting at 7:00 a.m.)
- c) Day shift employees - eight (8) hour shifts will be scheduled for employees consisting of five (5) day shifts (7 a.m. - 3 p.m.) followed by two consecutive days off. The regular work week for day shift employees will be Monday to Friday.
- d) The Company shall have the right under the terms of this Agreement to implement other schedules without overtime penalty provided the principle of forty (40) hours per week is maintained over an averaging period. In the event that the hours of work and the shifts are to be adjusted, the employees affected will be provided advance notice where practical.
- e) The provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

**7.02:**

- a) Approved time worked in excess of, or outside of, the regular scheduled shift shall be considered as overtime; it is mutually agreed that overtime opportunity shall be distributed as equitably as possible amongst qualified employees within the same department. The overtime distribution procedures will be reviewed with the Union.
- b) DAY shift employee(s) shall have overtime rate of pay calculated on his regular hourly wage and shall be paid each pay period as follows:
  - i. DAILY - time and one-half (1½X) for the first three (3) hours worked and double time (2X) thereafter.

- ii. WEEKLY - time and one-half (1½X) after forty (40) up to forty-eight (48) and double time (2X) thereafter. Excluded from this calculation are the hours calculated in (1) above.
  - iii. Double time (2X) will be calculated and paid where the weekly hours are in excess of forty-eight (48) hours per week.
  - iv. Day shift workers will be paid double time (2X) for all hours worked on Sundays provided all regular shifts are worked in the applicable pay period.
- c) SHIFT employee shall have overtime rate of pay calculated on his regular hourly wage and shall be paid as follows:
  - i. DAILY - double (2X) time after twelve (12) hours per day.
  - ii. WEEKLY - time and one-half (1½X) after forty-four (44) hours per week. Double (2X) time after forty-eight (48) hours per week. Excluded from this calculation are the hours calculated in (1) above.
- d) SHIFT employees shall be paid overtime earned in the following pay period as follows:
  - i. Each week that an employee is regularly scheduled to work and actually works four (4) shifts, he will be paid four (4) hours overtime at time and one-half (1½X).
  - ii. Each week that an employee is regularly scheduled to work and actually works three (3) shifts, he will be paid no overtime.
  - iii. Double time (2X) will be calculated and paid where the weekly hours are in excess of forty-eight (48) hours per week.
- e) Employees who are scheduled to work shifts in excess of their regularly scheduled shifts or are called in to work a shift on their scheduled days off will be paid overtime rates of pay in accordance with this section, provided that all of the regular scheduled shifts had been worked and/or paid.

**7.03:**

- a) Employees who are scheduled and who report for their scheduled shift and for whom no work is available on their reporting for work, will receive a minimum of two (2) hours straight-time pay or four (4) hours of work.
- b) Employees who are scheduled and who actually commence work will receive a minimum of four (4) hours straight-time pay or four (4) hours of work.

**7.04:**

An employee, who has completed his regular shift, has left the plant premises and is then recalled to work extra time within the 24 hour period since the commencement of their completed shift will be paid a minimum of four (4) hours at his regular rate of pay or will be paid the appropriate overtime rate for hours so worked, whatever is greater.

**7.05:**

- a) A shift differential will be paid for hours worked between 7pm and 7am. The shift premium will be seventy-five cents (\$0.75) per hour worked.
- b) There will be no pyramiding of premiums when overtime is worked.

**7.06:**

- a) Employees will be provided two (2) rest periods during their shift at a time designated by the Company.
- b) Day shift employees will have two (2) ten (10) minute rest periods, one in each half of their shift and a thirty (30) minute meal break.
- c) Shift employees will have two (2) twenty (20) minute rest periods one in each half of their shift and a thirty (30) minute meal break.
- d) A paid meal period is provided. Employees are expected to remain at the Plant site and be available for work in the event that they are called to work during their break.
- e) Holidays and Floaters will be calculated as regular hours worked for the purpose of calculating overtime.

**7.07:**

The definition of a week as per the collective agreement is a reflection of hours worked and is determined by shift schedule.

- a) Shift Employees (12 hour shifts on a rotational basis). A week is defined as four (4) 12 hour shifts or a total of 48 hours.
- b) Dayshift Employees (40 hours per week). A week is defined as either five (5) 8 hours shifts or four (4) 10 hour shifts for a total of 40 hours.

c) The definition of a week shall be applied to the following articles in whole

- a. 15.03
- b. 16.01
- c. 16.04
- d. 17.01

**7.08:**

When the employer changes an employee's crew from A to B or B to A or C to D or D to C, the employee will not suffer a loss in pay as a result of the crew change.

**Article 8 – WAGES**

**8.01:**

The Company shall maintain a bi-weekly pay period and will endeavour to pay wages for hourly employees every second Friday. Wages are paid by direct deposit to the chartered bank stipulated by the employee at the time of hire.

**8.02:**

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The applicable rates of pay are recorded as Schedule "A" to this Agreement.

**8.03:**

The Company shall make available to the employee a statement of earnings outlining the period for which payment is made, the rate of pay, any premiums paid, and the nature and amount of deductions made. It is understood the statement will be made available exclusively by electronic means. A computer station with printer will be made available for employees to utilize.

**8.04:**

In the event of a general holiday falling on a regular payday, direct deposits shall not be delayed.

**8.05:**

Where the Company establishes a new job, as a result of the implementation of Technological Change pursuant to Article 13, or a position is created or substantially modified resulting in a new position with respect to the content and complexity of the duties and responsibilities, it is understood that the Company may set the interim rate for the job.

**8.06:**

The Union may request a meeting to discuss and negotiate an alternate rate for the job within one (1) month of the creation or substantial modification of the job. In the event that the Company and the Union agree to a revised rate of pay for the job, the rate shall be effective the date the employee commenced work in the job.

**8.07:**

- a) In the event that the Company and the Union cannot agree on a rate for the job, the Union may advance the matter through the grievance procedure commencing at Step 3.
  
- b) In the event that the Union advances the matter to arbitration, the arbitrator shall consider the relative positions of the Parties through a final offer selection procedure. The arbitrator in considering the submissions of the Parties will have regard to the reasonableness of the position of each Party with respect to the following criteria only:
  - The relative duties of the position as compared to other positions in the Plant.
  - The complexity of the duties to be performed as compared to other positions in the Plant.
  - The qualifications and experience required to perform the job as compared to other positions in the Plant.
  
- c) The Arbitrator shall have no authority or jurisdiction to alter, modify, delete or supplement any other provision of the collective agreement save and except to establish the rate of pay for the job in question before the arbitrator.

**8.08:**

If an employee is moved to a higher rated job, the employee will receive the higher rate of pay for all hours worked at the higher rate of pay.

If an employee is moved to a lower rated job, the employee will receive their current bid rate except in circumstances referred to in Article 10.

**8.09:**

In the case of permanent position elimination, the employee will maintain his current posted rate of pay for a maximum period of three (3) months, unless his new assigned position has a higher rate of pay as per Schedule A.

**8.10:**

The Company will expedite an administrative solution to be able to process missing pay without undue delay. A pay shortage amount of less than \$100 will be processed on the subsequent paycheque.

## **Article 9 - SENIORITY**

### **9.01:**

The Company recognizes the principle of seniority, competency, and qualifications considered.

For the purposes of this Agreement competency is defined as demonstrated ability/fitness to perform the duties of the job; qualifications refers to training / experience/ required certification to perform the duties of the job.

### **9.02:**

Company seniority is defined as the length of continuous service with the Company in the bargaining unit. Department Seniority is defined as the length of continuous service in the Department concerned.

For the purposes of this Article, Departments are: Maintenance and Production.

### **9.03:**

Employees shall hold seniority status upon successful completion of their probationary period. The probationary period shall be concluded following the employee's completion of 480 Hours while continuously employed with the Company.

### **9.04:**

It is agreed that when the Company has transferred an employee to a position outside of the bargaining unit, he/she will continue to accumulate seniority for a period of sixty (60) days (In special cases this sixty (60) day period may be extended for up to a further thirty (30) days by mutual agreement between the Company and the Plant Committee). At any time during this sixty (60) day period, the individual shall have the right to return to the bargaining unit job held at the point of leaving the bargaining unit. At the expiration of the period mentioned above, his/her seniority will be frozen.

The Employer has the right to return the Employee and Employee has the right to choose to return to the bargaining unit for a period of twelve (12) months from the date of leaving the bargaining unit. In the event the employee returns following the seniority accumulation period outlined above, and within the twelve (12) months from the date of leaving, the employee shall return to a General Labourer position.

Any employee returning to the bargaining unit will continue to accumulate seniority from the date he assumes the position, which shall be added to his previously accumulated seniority.



## 9.05:

### **Relief Supervisors:**

1. Bargaining unit employees may be selected by the Company to be trained as Relief Supervisors. The role will function from within the bargaining unit, and Relief Supervisors will not have the authority to hire, fire or discipline fellow bargaining unit members.
2. If a suitable candidate is selected, he/she will be trained for a period not to exceed thirty (30) days. Training will include shadowing of a current salary supervisor.
3. Relief Supervisors may be used in the absence of salaried supervisors to provide competent supervision during periods of vacation, illness, emergencies or special projects.
  - a. Relief Supervisors may provide coverage for vacancies for a period not to exceed sixty (60) working days per calendar year. This may be extended by agreement with the Plant Committee in extenuating circumstances due to illness.
  - b. Relief Supervisors are to be paid the rate of the job held at the point of commencing coverage of the vacancy, plus a \$2.00 per hour Relief Supervisor premium.
4. The Company will notify the Plant Committee and post an official notice when a relief supervisor is assigned to manage a crew. Notification will occur as soon as practicable.
5. Relief Supervisors are prohibited from assigning overtime that may impact them personally. If a conflict of interest exists the Relief Supervisor will carry out the necessary overtime assignment in conjunction with the crew Shop Steward.
6. In the event the union has a specific concern regarding the utilization of a specific Relief Supervisor the union will notify the Company. After receiving notification from the union the Company will arrange a meeting with the Plant Committee as soon as practicable.
7. Any allegation of inappropriate behavior brought forward by the Plant Committee will be jointly investigated.
8. If the joint investigative committee determines a complaint is legitimate the Union Management Committee will determine the appropriate course of action.
9. If the parties cannot agree on an appropriate course of action the union may serve fourteen (14) working days notice to freeze the specific Relief Supervisors seniority.

10. Company to supply on the 15<sup>th</sup> of each month, a list of all hours worked from the previous month by all relief foremen and a total for all hours worked by each relief foreman.

**9.06:**

An employee shall lose their seniority for any of the following reasons: a) voluntarily quits; b) discharged for cause and not reinstated under the grievance procedure; c) laid off and fails to return upon recall by the Company; d) laid off and is not recalled within the recall period; e) abandons their position as a result of failure to return from approved leave of absence, failure to return from scheduled vacation, failure to return when cleared to return from absence due to illness subject to the grievance procedure.

**9.07:**

No employee shall, while actively employed with the Company, solicit any work or perform any services for compensation for another employer or engage in other forms of work, which will have the effect of creating a conflict of interest with the Company or precluding any employee from meeting his primary employment obligations with the Company.

**Article 10 - LAY-OFF AND RECALL**

**10.01:**

In the event that a reduction in the regular work force is deemed necessary, the Company will first effect the lay-off in the area or department of the Company where the lay-off is required. The Company will lay-off the employee with the least seniority provided that the competence and qualifications of the employees affected are equal.

**10.02:**

A regular employee laid off or displaced through lay-off will be allowed to exercise his seniority to bump into any position with the exception of Key Positions as identified in Article ii .06 (b); unless the Key Position was previously held on a permanent basis or is a current Key Backup. The employee will assume the duties and the rate of the position displaced. The employee who does not possess the requisite Company seniority to displace an incumbent employee will be laid off. Where an employee has been laid off for 1356 normally scheduled hours or more, in a calendar year, the employee will have the option of requesting severance pay in accordance with the provisions of Article 17 of this Agreement.

**10.03:**

Seniority during lay-offs will be retained as follows:

- a) Employees with less than one (1) year service shall retain their seniority and recall rights for a period of one (1) year.
- b) Employees with one (1) or more years service shall retain their seniority and recall rights for two (2) years.

- c) A laid off employee's seniority retention and recall rights as provided in a) and b) will be reinstated in the event they are recalled to before the expiry of their recall period and on the completion of one (1) days work.
- d) Subject to competency and qualifications, a laid-off employee will be recalled to his laid-off position in order of seniority.
- e) Employee(s) on lay-off will be considered for, any position vacancies, which are different from the position from which he was laid off, and which they have the requisite seniority and qualifications to fill. Employee(s) selected to a position vacancy other than to their former laid-off position based on seniority and qualifications, will retain their re-call rights to their former laid-off position.

**10.04:**

- a) A recall to work is affected by the Company advising the employee by telephone or by registered mail or by email at the number and address (or email address) on file with the Company of the date he is to be recalled to work. In the event of no response to an email communication the Company will follow up by telephone.
- b) The responsibility to ensure that the telephone number and address of the employee on file at the Company is current is solely that of the employee.
- c) An employee who fails to report to work following a recall to work will lose all seniority and recall rights under this Agreement. An employee, notified by registered mail, who fails to answer the recall to work by reason that he was not reasonably available to receive the recall notice in sufficient time to report to work on the recall date, will have their seniority standing reinstated. The onus to satisfy the Company as to their availability rests solely with the employee.

**10.05:**

No new employees will be hired to a position while employees with recall rights to that position are on lay-off.

**Article 11 -VACANCIES AND PROMOTIONS**

For the purposes of this Agreement competency is defined as demonstrated ability/fitness to perform the duties of the job; qualifications refers to training / experience/ required certification to perform the duties of the job.

Where the competency and qualifications of two (2) or more applicants is equal, the most senior candidate will be selected.

**11.01:**

- a) When the Company determines that a vacancy exists or a new position is created within the bargaining unit, the Company shall post the position on the bulletin board for a period of eight (8) calendar days prior to the filling of the vacancy. In the event the Company is following the shift schedule under 7.01 a) ii., the posting duration will be fourteen (14) days.

All regular full-time (non-key) positions will be posted and awarded to the most senior employee.

- b) Where possible, a candidate will be selected and the position awarded within seven (7) calendar days of the expiry of the vacancy period.
- c) All job postings will be forwarded by the Company to the Plant Committee email address. [lpunion17@gmail.com](mailto:lpunion17@gmail.com)

**11.02:**

- a) Jobs in the bargaining unit will not be considered vacant when employees are temporarily absent due to illness, accident, or approved leave of absence.
- b) However, where it is determined that an employee, excluding those holding Key positions, is likely to be absent for a considerable period of time (sixty (60) days or more), the position will be posted and filled as a temporary job in accordance with Article 11.01 until the absent employee is able to return to his position. Awarding of the temporary job posting will be in accordance with Article 9 – SENIORITY, 9.01. The successful candidate's position may, in turn, be posted as a temporary job in accordance with Article 11.01 where practicable.
- c) In the event that the position is posted and filled as a temporary job, the employee awarded the temporary job shall return to his job upon the completion of the temporary assignment.
- d) Where the absent employee advises the Company that he is able to return to regular employment, the returning employee will be afforded the opportunity to displace the employee who is in the position on a temporary basis formerly held (provided they are fully capable of assuming all of the duties of the position), or where the employee is not capable of assuming all of the duties of the position, the employee may displace the least senior employee in any position held immediately prior in reverse order to the position from which he was absent (subject to seniority, qualifications, and capability noted above. Where the employee is unable to fill a previously held position in reverse order, the employee will be placed in a general labour position until he is able to secure a posted position vacancy in accordance with Article 11.01.

**11.03:**

Prior to hiring from outside the bargaining unit the Company will consider applications for vacancies from current employees of the Company. All applications shall be in writing. The Company will select the employee with the most seniority, competency considered, for the vacancy.

**11.04:**

Apprenticeships will be filled in accordance with the following provisions:

1. Millwright Apprentice - A posting for oiler will be posed in accordance with Article 11.0-1 (a)
    - a. All candidates who apply will take a series of exams and the senior candidate who passes the exams with an average of 75% will be awarded the oiler position.
    - b. A millwright apprenticeship will be awarded to the oiler when a 1<sup>st</sup> year apprentice is required.
    - c. Any 1<sup>st</sup> year millwright apprenticeships awarded within 3 months of an oiler posting going up will be open to general population following section (a) of the millwright apprenticeship.
    - d. All 1<sup>st</sup> year millwright apprenticeships awarded after the 3 month window will automatically be awarded to the oiler and a new oiler position will be posted.
  2. Electrical Apprentice - A posting for a 1<sup>st</sup> year electrical apprenticeship will be posted in accordance with Article 11.01 (a)
    - a. All candidates who apply will take a series of exams and the senior candidate who passes the exams with an average of 75% will be awarded the electrical apprenticeship.
  3. Mobile (Heavy Duty Mechanic) - A posting for a 1<sup>st</sup> year mobile mechanic apprenticeship will be posted in accordance with Article 11.01 (a)
    - a. All candidates who apply will take a series of exams and the senior candidate who passes the exams with an average of 75% will be awarded the mobile mechanic apprenticeship.
1. Test Reviewing
    - a. An employee may review the results of their standardized tests upon request.
    - b. Results of standardized tests will be reviewed with Plant Committee members upon request.

**11.05:**

Where an employee is awarded a vacant position and is either removed by the Company or elects to return to his former position within the twenty (20) working day familiarization period, they shall be returned to the position held immediately prior to being awarded the position vacancy. The Company may award the vacancy to the most senior applicant for the original position vacancy in accordance with Article 11.03. Where no suitable applicant remains, the Company may re-post the position vacancy.

**11.06:**

- a) An employee awarded a vacant position (excluding temporary positions) is precluded from bidding on any other position vacancy for three (3) months. However, an employee may only be awarded a maximum of two (2) position vacancies in any calendar year. Employees awarded regular Key positions are precluded from bidding on any other regular Key position for a twelve (12) month period from the date they are awarded the Key position.
- b) Key positions are: Control Operator, Log Yard Operator, and Quality Control Technician. There will be a standardized testing system for advancement into the Quality Control Key Back-up position. Key positions are filled directly by appointing the most senior (Company seniority) employee holding a back-up position for the Key position subject to the employee having satisfactorily completed the training period as described in Article 11.05, as of the date the Key position becomes vacant. If the senior employee meeting the above criteria does not accept the vacant key position the next senior eligible employee will be asked. If no candidate accepts the junior eligible employee will be assigned.
  - a. An employee may review the results of their standardized tests for the QC Back-up position upon request.
  - b. Results of the standardized tests for QC Back-up position will be reviewed with Plant Committee members upon request.
- c) Key positions are, therefore, excluded from the posting provisions of Article 11.01. Back-up positions will be posted on a crew specific basis and are subject to the posting provisions of Article 11.01. If no applications are received from the specific crew the position will be reposted on a Company wide basis.
- d) If an employee holding a Key Position Backup transfers to another crew (regardless of reason) the transferred employee is eligible to retain their Key Position Backup on the new crew. If a backup already exists on the new crew the transferred employee will become an alternate backup. Although not part of the regular backup routine on crew, the alternate backup is eligible for any respective Key Position vacancy in accordance with Article 11.06 (b).

e) In addition to the Key Position Backup's the following Training Positions will be posted:

- i. Warehouse Trucker
- ii. Waferizer Operator
- iii. Line Operator

Training Positions will be posted on a crew specific basis and are intended to cover short-term absences. An employee may hold either a Training or Back-up position not both.

With the exception of Key Positions identified in Article 11.06 (b), all permanent position vacancies will be posted in accordance with Article 11.01.

f) An employee may hold only one (1) back-up position at any one time. Notwithstanding (a) above, an employee may apply for back-up position vacancies following three (3) months of being awarded a back-up position, however, an employee may only be awarded a maximum of two (2) back-up positions in a calendar year.

**11.07:**

Nothing in this Article shall preclude the Company from appointing an employee to fill a vacancy on a temporary basis until a suitable candidate is selected.

**11.08:**

Employees may bid down to a lower classified position without penalty where illness or disability precludes them from performing the functions of the position. Other employees who bid down to a lower rated or classified position will be precluded from bidding on any other vacancy for a six (6) month period from the date they receive the lower classified position.

**11.09:**

Employees who will be absent for not more than thirty (30) calendar days due to annual vacation, illness or approved leave of absence, may submit their written application to the Company for any position vacancy that may occur during their absence. Such employees will be considered in accordance with Article 11.03.

**11.10:**

When a successful employee receives the posting and is not moved within thirty (30) calendar days of the posting coming down, the successful employee will receive the rate of pay for the new job provided such rate is higher than their current rate.

## **Article 12 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **12.01:**

Any difference arising between the Parties shall be resolved without stoppage or interruption of work.

Either Party to this Agreement may file a grievance with the other Party on any difference between the Parties concerning the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 3 of the grievance procedure.

### **12.02:**

The individual employee shall first discuss the matter in dispute with the foreman or supervisor concerned with the matter as soon as he becomes aware or reasonably ought to have been aware of the matter in dispute.

If a satisfactory settlement to the matter in dispute is not reached the grievance shall be reduced to writing containing the nature of the grievance, the provision of the Agreement in dispute and the signature of the person filing the grievance and advanced as follows:

### **12.03:**

In the event that a grievance is not advanced to the next step within the time limit(s) specified in Article 12.02, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance and arbitration procedure of this Agreement in respect of this grievance shall be at an end.

The time limits between Steps may be extended by mutual agreement, in writing.

### **12.04:**

The Company and the Union shall endeavour to agree upon the selection of an acceptable arbitrator to hear and render a decision on the matter(s) in dispute. In the event that the Parties are unable to agree upon the selection of an arbitrator, the Parties will apply, within fourteen (14) calendar days, to have an arbitrator appointed under Section 86 of the Labour Relations Code of British Columbia.

Once an arbitrator has been selected or appointed, the arbitrator shall convene a hearing, consider the submissions of the Parties and render his decision within fifteen (15) days from the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the Parties.

Each party shall bear one-half (1/2) of the costs and expenses of the arbitrator.



The arbitrator shall be restricted to the authority set out at Section 89 of the Labour Relations Code of British Columbia with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or supplement this Agreement in any way.

## **Article 13-TECHNOLOGICAL CHANGE**

### **13.01**

The Company and the Union recognize that technological change is necessary for the success of the Industry and may have an impact on employees. For the purpose of assisting employee's adjustment to the effects of the change, the following provisions will apply.

Definition: Technological change means automation, mechanization, and process change, the introduction of equipment or material of a different nature or kind than that previously utilized, or a change in operation that is directly related to the introduction of that equipment or material that affects a substantial number of employees.

### **13.02:**

The Company will advise the Union as soon as possible before the introduction of the technological change which will result directly in the reduction of a significant number of regular employees or in other significant change(s) to the employment status of regular employees.

### **13.03:**

Where reasonably possible, those regular employees displaced directly as a result of the introduction of technological change will be given the opportunity to displace less senior employees in accordance with the lay-off provisions found at Article 10.03 of this Agreement.

### **13.04:**

An employee who, because of the direct result of the introduction of technological change, is placed in a lower paid position will retain his regular rate of pay held at the time of the displacement for a period of six (6) months. At the expiry of the six (6) months the rate for the new position will apply.

### **13.05:**

Employees may elect to receive severance pay in accordance with Article 17 of this Agreement in lieu of displacing into a new position.

## **Article 14 - SAVINGS CLAUSE**

### **14.01:**

The provisions of this Agreement conform to all applicable laws and statutes of Canada and the Province of British Columbia. Should any of the provisions of this Agreement be deemed to violate any subsequently amended laws and/or statutes of Canada or the Province of British Columbia, the Parties agree to re-negotiate such provision and the balance of the provisions of this Agreement will continue in full force and effect for the duration of the Agreement.

## **Article 15 - LEAVE OF ABSENCE**

The Company will consider all requests for a leave of absence from regular employees and, at its discretion, may grant a leave of absence without pay under the following circumstances.

### **15.01:**

All requests for leave of absence will be submitted in writing to the Company at the earliest opportunity and not later than ten (10) calendar days prior to the requested leave. The Company may accept a request submitted less than ten (10) calendar days before the leave is requested for compassionate reasons. Employees must exhaust all forms of time off (except WI, WCB or LTD) prior to requesting a leave of absence.

### **15.02:**

Employees are expected to return to work immediately upon the expiry of their leave of absence. Any employee failing to report for work at the expiry of their leave of absence without valid and reasonable excuse will be deemed to have terminated their employment with the Company.

### **15.03:**

In the case of a death in the immediate family of a regular employee the Company shall grant up to a full work week paid leave of absence from regular scheduled shifts at the employee's regular rate of pay if required. It is understood that any regular employee claiming leave under this section may be required to provide appropriate verification of the event. For the purposes of this paid leave a full work week is defined as follows: 8-hour shift – 5 days, 10-hour shift – 4 days, 12-hour shift – 4 days.

The immediate family shall be: mother, father, step-mother, step-father, spouse, children, daughter-in-law, son-in-law, step-children, brother(s), sister(s), brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchildren, step-grandchildren and step-grandparents.

**15.04:**

Any regular employee who is required to perform Jury Duty, Coroners Duty, or as a Crown witness on a day which he would have normally been scheduled to work will be reimbursed by the Company for the difference between his regular rate of pay and the pay received for such Duty. An employee who is discharged from such Duty before the end of his regularly scheduled shift may be required to report to his shift immediately upon his discharge from Duty.

Hours reimbursed pursuant to this section shall be counted for the purposes of calculation of vacation entitlements but will not be deemed as hours worked for the purposes of calculating overtime or premium pay.

**15.05:**

Subject to operational and production considerations, an unpaid leave of absence shall be granted to employees who are elected as representatives of the Union to attend Union meetings and/or Union conventions or as members of the negotiating committee with the Company.

- a) The Company shall be notified in writing of the intended leave of absence for Union business no less than seven (7) calendar days prior to the date that the leave is requested.
- b) Provided that the notice is received within the period noted in (a) above, the Company will advise the Union of the status of the request in writing within seven (7) days of the date that the leave is requested.
- c) The payment of overtime shall not be a deterrent to grant union leave.

**15.06:**

The Company may grant unpaid leave of absence for compassionate reasons or for educational purposes for up to three (3) months.

The educational training for which the leave is requested must be considered by the Company to be directly relevant to the work performed by the Company and the employee's future employment with the Company.

**15.07:**

Maternity and Parental leave will be granted in direct accordance with the provisions of the Employment Standards Act of B.C.

**15.08:**

Leaves of absence granted pursuant to this Article will not be counted for the purposes of overtime but will be counted for the purposes of calculating annual vacation entitlement.

**15.09:**

In the case of an employee off work due to illness, disability or W.C.8. injury or disability, it is the responsibility of the employee, on request by the Company, to regularly inform the Company and provide relevant information of his condition and expected date of return to active employment. The Company will reimburse the cost of a medical certificate when it is requested by the Company.

**15.10:**

When an employee returns to work from a LOA, the employee will return to their posted job and crew.

The exception to this principle will be in the event of an extenuating circumstance which may preclude the return to the posted job and crew from happening. In the event of such a circumstance it will be reviewed with the Plant Committee.

**Article 16 - VACATIONS WITH PAY**

**16.01:**

Annual vacations for regular employees who have achieved seniority standing shall be granted in accordance with the following:

- a) Following one (1) year continuous employment, two (2) weeks vacation with pay accrued at four (4) percent of the employee's earnings, including shift differential, scheduled and unscheduled overtime pay.
- b) Following two (2) years continuous employment, three (3) weeks vacation with pay accrued at six (6) percent of the employee's earnings, including shift differential, scheduled and unscheduled overtime pay.
- c) Following seven (7) years of continuous employment, four (4) weeks vacation with pay accrued at eight (8) percent of the employee's earnings, including shift differential, scheduled and unscheduled overtime pay.
- d) Following fourteen (14) years continuous employment, five (5) weeks vacation with pay accrued at ten (10) percent of the employee's earnings, including shift differential, scheduled and unscheduled overtime pay.
- e) Following twenty (20) years continuous employment, six (6) weeks vacation with pay accrued at twelve (12) percent of the employee's earnings, including shift differential, scheduled and unscheduled overtime pay.
- f) For the purpose of sections a) to e), vacations will be paid, at the employee's option, either on each regular pay period or on the pay period immediately preceding or following the approved vacation time.

**16.02:**

Provided that the employee has scheduled and received prior approval to take annual vacation, they shall be entitled to draw their vacation pay consistent with the regular payday immediately preceding the commencement of their annual vacation.

**16.03:**

The vacation year is defined as the period of one (1) year following the employee's anniversary date of employment; thereafter the vacation anniversary shall be on a calendar year basis.

**16.04:**

- a) Employees are encouraged to schedule and take all accrued vacation entitlements each vacation year.
- b) Vacations must be scheduled for unbroken periods of one (1) week unless approval is granted otherwise by the Company. All earned vacation entitlements must be scheduled and completed within each vacation year unless approved otherwise by the Company. There is a maximum of two consecutive weeks' vacation per employee during July 1 to September 15<sup>th</sup>, during Spring Break and at Christmas.
- c) Any unused vacation entitlement will be paid out at the expiry of the employee's vacation year unless approval to carry over unused vacation is granted by the Company.

**16.05:**

If a general holiday to which an employee is entitled, falls on a day within an employee's scheduled vacation, the employee will receive holiday pay for the general holiday in addition to their vacation pay and will be eligible for one additional day off to be scheduled at a time mutually convenient between the Company and the employee.

**16.06:**

Employees on approved unpaid leave of absence such as maternity leave, parental leave, or other leave of absence will have their vacation entitlement for the current vacation year adjusted on a pro-rated basis as a result of their absence (e.g. three (3) months leave of absence results in a vacation entitlement of 9/12ths of the employee's regular vacation entitlement for the vacation year on his return to regular employment).

**16.07:**

Employees on annual vacation, who become seriously ill or disabled and as a result are required to suspend their vacation and qualify for wage indemnity in accordance with this Agreement, may reschedule their unused vacation credits at some future mutually agreeable time within the vacation year.

**16.08:**

An employee whose employment is terminated for any reason shall be paid with their final pay any unused and accrued vacation entitlement.

**16.09:**

The Company will attempt to grant the employees vacation at a time convenient to the employee however provided always that the efficiency of the operations and the safety of the Plant will be constantly maintained. The Company reserves the right to limit the number of employees who schedule vacation time off at any one time. Management vacation will not affect pre-approved hourly employee vacation.

**16.10:**

Where two or more employees on the same shift or who occupy the same classification required for orderly operation of the shift or Department, request the same date(s) for vacations, the most senior employee will have first selection provided always that the integrity of the operations or safety of the Plant or employees are not compromised.

**16.11:**

In the first 6 months of the year, an employee may be granted an advance on his vacation pay, up to 50% of his estimated annual entitlement, on the pay period immediately preceding or following (payroll continuance) the approved vacation time.

**Article 17 - SEVERANCE PAY**

**17.01:**

Throughout the term of this Agreement, regular employees who have completed one (1) or more years of continuous service and who are terminated for any reason except just cause will be entitled to severance pay as follows:

- a) The amount of severance pay shall be two (2) weeks pay at the employee's regular rate of pay for those employees with one (1) year continuous service.
- b) Thereafter, employees will receive one additional week's pay for each year of continuous service to a maximum of fifteen (15) weeks pay.
- c) Employees who are laid off and are subsequently placed on the recall list may elect to receive severance pay at any time, in accordance with clause 10.03 and this Article. Employees electing to receive severance pay will have no further rights under this Agreement.
- d) Employees who are laid off and not recalled within their recall period will receive severance pay in accordance with this Article on the expiry of their recall period.

## **Article 18 - SAFETY AND HEALTH**

### **18.01:**

The Company and the Union realize the benefits to all parties derived from adherence to safety rules, policies, safe work practices and procedures that promote and maintain a safe and healthy workplace. The Parties agree to cooperate to promote the adherence to safety rules, policies, safe work practices and procedures.

It is agreed that it is in the mutual interest of the Company and union that a workday be limited to 16 consecutive hours, except in cases of emergency. As such, if an employee works beyond 16 hours in one 24-hour period the Company will notify the union.

### **18.02:**

Employees shall immediately report to their supervisor any unsafe equipment, practices or conditions. The supervisor shall investigate the unsafe equipment, practice or condition reported promptly and shall take steps deemed necessary to correct the unsafe condition.

### **18.03:**

The Company shall maintain an accident prevention committee that shall consist of an equal number of employees and management. The committee will operate in accordance with the Workers' Compensation Board Accident Prevention Regulations.

### **18.04:**

The Company shall provide adequate protective devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company. Where the nature of the task assigned requires special equipment or protective devices, such equipment will be provided by the Company.

### **18.05:**

The Company will reimburse each regular employee following one (1) year of continuous service and each successive year thereafter up to the sum of \$200.00 towards the purchase of approved safety footwear or approved safety clothing. An employee may carry over their annual entitlement for one year for a maximum allowance of \$400 in a two-year period; no further carryover will be considered.

Effective January 1, 2023, the Company will reimburse each regular employee following one (1) year of continuous service and each successive year thereafter up to the sum of \$250.00 towards the purchase of approved safety footwear or approved safety clothing. An employee may carry over their annual entitlement for one year for a maximum allowance of \$500 in a two-year period; no further carryover will be considered.

### **18.06:**

Production employees will do maintenance work only under the direction and supervision of the Company.

**18.07:**

The Company and the union agree to meet with an employee prior to return to work following an absence due to a lengthy or serious illness or injury.

**18.08:**

- a) The Company commits to comply with WorkSafe BC OH&S Regulation regarding an employee's Right to Refuse Unsafe Work.
  
- b) In the event of another employee being assigned the work being investigated under the Right to Refuse Unsafe Work, 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.

**Article 19 - GENERAL HOLIDAYS**

**19.01:**

The following General Holidays will be observed:

- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Family Day    | Thanksgiving Day |
| Good Friday   | Remembrance Day  |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |
| B.C. Day      |                  |

**19.02:**

To qualify for payment for the General Holiday an employee must have been employed and on the payroll of the Company thirty (30)-calendar days prior to the General Holiday. In addition, an employee must have worked on ten (10) of the thirty (30) calendar days preceding the General Holiday including the shift immediately preceding, and the shift following, the General Holiday, unless an absence is justified, as determined by the Company.

**19.03:**

When a General Holiday falls on a regularly scheduled shift day for an employee, and they are not required to work on that day, they shall be paid at their regular rate of pay for their normal hours of work on that day.

**19.04:**

Employees who qualify and are not required to work on the General Holiday shall be paid for the General Holiday at their regular rate of pay for their position.



**19.05:**

All General Holidays will be observed on the day on which they fall unless another day is substituted with mutual agreement between the Company and the Plant Committee.

**19.06:**

Where an employee qualifies for payment for the General Holiday and the General Holiday falls on a regularly scheduled shift day during an employee's annual vacation, he shall receive an alternate day off with pay at their regular rate of pay to be scheduled at a time mutually convenient between the employee and the Company during the employee's current vacation year.

**19.07:**

Employees who qualify for payment of the General Holiday and are scheduled to work on a General Holiday shall be paid their regular rate of pay for their normal hours of work on that day and, in addition, will be paid overtime rates for the hours worked on that day.

**19.08:**

Employees who are on unpaid leave of absence, lay-off, wage indemnity, long term disability payments or Workers' Compensation wage loss benefits will not qualify for payment for General Holidays that fall during their period of leave or disability.

**19.09:**

a) Regular fulltime employees will be granted one Personal Floating Holiday during each year of the contract 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:

1. New employees must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify.
2. An employee will not qualify for the holiday if on leave of absence for more than nine (9) months in the contract year except for sickness or injury.
3. An employee must apply on an approved form at least seven (7) days in advance.

**19.10:**

Unused days in lieu and unused floaters will be paid out in the last pay period of the calendar year.

## **Article 20 - HEALTH, WELFARE AND PENSION**

### **20.01:**

The Company is responsible to ensure the source Plan(s) or Policies and maintain agreements during the life of this Agreement for the provision and administration of the following benefits:

Effective January 1, 2012, employees will pay 20% of the cost of benefits covered under the health and welfare plan; see below 20.01 a) to h):

a) Group Life Insurance - \$75,000.00

Effective January 1, 2022 to \$120,000

Effective January 1, 2023 to \$140,000

b) Accident Death and Dismemberment- \$75,000.00

Effective January 1, 2022 to \$120,000.

Effective January 1, 2023 to \$140,000.

c) Weekly Indemnity - 57% basic wage up to the maximum sickness benefits under the Employment Insurance Act., payable first day of absence due to accident, following third day of absence if due to illness.

Effective January 1, 2017 - 65% basic wage up to a weekly maximum of \$750, payable first day of absence due to accident, following third day of absence if due to illness.

Effective January 1, 2022 - 65% basic wage up to a weekly maximum of \$800, payable first day of absence due to accident, following third day of absence if due to illness.

Effective January 1, 2023 - 65% basic wage up to a weekly maximum of \$850, payable first day of absence due to accident, following third day of absence if due to illness.

d) Vision Care - \$\$350.00 every 24 months (employees and dependants)

Effective January 1, 2022 to \$400 every 24 months (employees and dependents)

e) Dental - 100% Routine, 80% Major Restorative, 50% Orthodontics (\$3,000.00 lifetime maximum per person)

Effective January 1, 2023 Orthodontics to \$4000 lifetime maximum per person.

- f) Extended Health: 80% Co. Insurance up to \$1,000.00 eligible in- province expenses: thereafter 100%

100% of out-of-province expenses

Deductible: Family - \$50.00	Effective January 1, 2022 - \$75.00
Single - \$25.00	Effective January 1, 2022 - \$75.00

- g) Long Term Disability - up to \$1,600.00/month up to the age of 62. Effective January 1, 2017, increase to \$1,800.00/month up to the age of 62.

- h) Pension Plan - Company contributes up to 7% of annual wage to maximum of \$12,500.00

Effective January 1, 2025, Company contributes up to 7.5% of annual wage to maximum of \$12,500.00.

- i) Employees hired after April 1, 2002 will receive a modified pension plan, consisting of a 2.5% Direct Contribution, plus a mandatory 2% employee contribution to a Group RRSP, to be matched at fifty percent by the Company to a maximum of 3% L-P contribution. Excluding tax benefits, this would provide new hires the opportunity to develop a total of 11.5% Pension Plan Contribution (assuming employee invests 6%) Employees hired prior to April 2, 2002 have been red circled and shall receive the pension plan set out in item (h) above.

Effective January 1, 2025, employees hired after April 1, 2002 will receive a modified pension plan, consisting of a 3% Direct Contribution, plus a mandatory 2% employee contribution to a Group RRSP, to be matched at fifty percent by the Company to a maximum of 3% L-P contribution. Excluding tax benefits, this would provide new hires the opportunity to develop a total of 12% Pension Plan Contribution (assuming employee invests 6%) Employees hired prior to April 2, 2002 have been red circled and shall receive the pension plan set out in item (h) above.

- j) Mutual Contribution Medical Travel Fund - An employee will become eligible for coverage the first of the month following completion of ninety (90) working days within a six (6) month consecutive period. Employees will contribute \$1.00 per pay, matched by the Company for the jointly administered Medical Travel Fund.

**20.02:**

Employees will qualify for and become eligible to receive the benefits in accordance with the conditions and provisions of the Plan(s) as follows:

- a) First of the month following completion of 240 hours worked within a six (6) consecutive month period of employment for: Medical, Dental, Weekly Indemnity, Extended Health, Long Term Disability, Vision Care.

b) First of the month following completion of one hundred and eighty (180) days of continuous employment for: Group Life Insurance and Accidental Death and Dismemberment.

c) First of the month following nine (9) months of continuous employment for: Pension Plan.

**20.03:**

Employees do not qualify for weekly indemnity benefits while on leave of absence pursuant to Article 15 of this Agreement.

**20.04:**

Participation in the Plan(s) is compulsory with the exception of the B.C. Medical Plan.

**20.05:**

The Company may change carriers or insurers of the Plans at any time during the life of this Agreement provided that the basic benefit as outlined in this Agreement remains unchanged.

**20.06:**

In the event an employee's Weekly Indemnity cheque is delayed by more than three weeks following the completion and submission of all required documentation the Company agrees to advance the equivalent amount to the employee. The employee agrees to sign a reimbursement agreement to repay all monies advanced.

**20.07:**

Employees in receipt of benefits coverage who are laid off and on the recall list will have their core benefits coverage (medical and dental only) maintained for six (6) months. Thereafter, a laid-off employee may elect to maintain the core benefits coverage provided by the Company during the recall period provided that they pay to the Company the cost of the premiums for the coverage.

**20.08:**

The Company agrees to provide a copy of the benefit summary booklet to any employee upon request.

**Article 21 - TRAINING AND DEVELOPMENT**

**21.01:**

The Company encourages and supports the concept of employees learning the duties and skills of other positions. Where operational considerations are such that cross-training and job familiarization of other positions can be provided to an employee a reasonable opportunity shall be afforded to them to learn the work of other such positions or skills.

The Company, supported by the Plant Committee, recognizes the continued value of growing employees from within. Opportunities such as apprenticeships, relief supervisors, first aid tickets and LSS teams are avenues of potential growth for our hourly employees. This development, balanced by the needs of the business, will be key to future success.

**21.02:**

Training opportunities will be offered and posted from time to time and those employees showing interest will be selected in accordance with Article 11 of this Agreement.

**21.03:**

Provided the employee receives prior approval from the Company, any employee enrolling in and completing a course or training from a recognized training institute applicable to the work or skills necessary at the Plant will have one-half of the cost of the tuition reimbursed by the Company.

**21.04:**

Employees required to attend a course of studies or training at the request of the Company will suffer no loss of regular pay while attending the training or studies.

Employees selected as First Attendants will receive a maximum 48 hours straight time pay per week while attending approved training. An additional 8 hours straight time pay will be paid for each exam day outside regular scheduled class time. Pay procedures will be reviewed with the employee prior to attending training.

**21.05:**

- a) Whenever the Company requires Apprentice candidates for the Maintenance Department, the requirements will be posted in accordance with Article 11 of this Agreement.
- b) Upon selection of Apprentices, every effort will be made to retain the Apprentices through the period of their indentureship to the Company subject to work available.
- c) Company apprentices attending a recognized trade school as directed by the Ministry of Labour and/or the Company shall continue to remain on the active payroll of the Company while actively attending the Trade School.
- d) Apprentices attending Trade School in accordance with Article 21.05 (c) shall continue to be paid by the Company at a rate of 100% of their regular hourly rate (maximum of eight (8) hours per day).

- e) Apprentices must achieve a passing grade to maintain their apprenticeship status. In the event of a failure, the employee will be given one (1) further opportunity to achieve a passing grade. In the event of two (2) failures during the course of the apprenticeship training, the employee will be removed from the apprenticeship and placed back to the most recently held position.
- f) There will be a standardized testing system for Apprenticeships.
- g) The parties agree to form an apprenticeship committee.

**21.06:**

The Company will provide to each Journeyman, Electrician, Millwright, Machinist and Heavy-Duty Mechanic and Apprentices respecting these trades, a Tool Allowance of \$400.00.

**21.07:**

The Company will pay one hundred percent (100%) of the costs of tuition and textbooks specified by the ITA upon successful completion of each year of schooling.

**Article 22 - EXPIRATION OF AGREEMENT**

**22.01**

This Agreement shall be in effect from January 1, 2021 to December 31, 2025 and from year to year thereafter unless a lawful strike or lawful lockout commences.

**22.02**

Any changes deemed necessary in this Collective agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

**22.03**

All changes made to the collective agreement both during the life of the agreement and during the course of negotiations will be effective on the date of ratification by both parties unless otherwise expressly agreed to by both parties.

**Article 23 - Union Education Fund**


**23.01:**

The Company agrees to contribute \$0.02 per hour worked to the union education fund. Effective January 1, 2014 the contribution level will increase to \$.03 per hour worked. Effective January 1, 2015 the contribution level will increase to \$.04 per hour worked.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE CAUSED THEIR SIGNATURES TO BE AFFIXED THIS 17th DAY OF JUNE 2021

Louisiana-Pacific Canada Ltd.  
Dawson Creek OSB

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

USW, Local 1-2017

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A" - WAGES AND PREMIUMS**

<u>Position</u>	<u>Effective First PP Following Ratification</u>	<u>Effective Jan. 1/22 +2.0%</u>	<u>Effective Jan. 1/23 +2.0%</u>	<u>Effective Jan. 1/24 +2.0%</u>	<u>Effective Jan. 1/25 +2.5%</u>
<u>Probationary Labourer</u>	\$26.16	\$26.68	\$27.21	\$27.75	\$28.44
<u>Janitor</u>	\$28.96	\$29.54	\$30.13	\$30.73	\$31.50
<u>General Labourer</u>	\$28.96	\$29.54	\$30.13	\$30.73	\$31.50
<u>Mill Utility</u>	\$30.86	\$31.48	\$32.11	\$32.75	\$33.57
<u>Dry End Cleanup</u>	\$30.86	\$31.48	\$32.11	\$32.75	\$33.57
<u>Plate Wash Utility</u>	\$31.31	\$31.94	\$32.58	\$33.23	\$34.06
<u>Oiler - Entry Level</u>	\$32.25	\$32.90	\$33.56	\$34.23	\$35.09
<u>Stores Clerk I</u>	\$32.82	\$33.48	\$34.15	\$34.83	\$35.70
<u>Green End Relief</u>	\$33.89	\$34.57	\$35.26	\$35.97	\$36.87
<u>Yard Utility</u>	\$34.21	\$34.89	\$35.59	\$36.30	\$37.21
<u>Trucker/Wrapper/Grader (TWG)</u>	\$34.60	\$35.29	\$36.00	\$36.72	\$37.64
<u>Stores Clerk II</u>	\$34.82	\$35.52	\$36.23	\$36.95	\$37.87
<u>Painter</u>	\$35.06	\$35.76	\$36.48	\$37.21	\$38.14
<u>Enviro Technician</u>	\$35.44	\$36.15	\$36.87	\$37.61	\$38.55
<u>Whse Trucker / Shipper</u>	\$35.56	\$36.27	\$37.00	\$37.74	\$38.68
<u>Line Operator</u>	\$35.56	\$36.27	\$37.00	\$37.74	\$38.68
<u>Log Yard Operator</u>	\$35.51	\$36.22	\$36.94	\$37.68	\$38.62
<u>QC Technician</u>	\$35.99	\$36.71	\$37.44	\$38.19	\$39.14
<u>Waferizer Operator</u>	\$36.94	\$37.68	\$38.43	\$39.20	\$40.18
<u>Oiler MLT Level I</u>	\$37.74	\$38.49	\$39.26	\$40.05	\$41.05
<u>Control Technician - 5th</u>	\$38.11	\$38.87	\$39.65	\$40.44	\$41.45
<u>Control Technician - 4th</u>	\$39.30	\$40.09	\$40.89	\$41.71	\$42.75
<u>Control Operator</u>	\$40.70	\$41.51	\$42.34	\$43.19	\$44.27
<u>Control Operator - 5th</u>	\$42.38	\$43.23	\$44.09	\$44.97	\$46.09
<u>Control Operator - 4th</u>	\$43.57	\$44.44	\$45.33	\$46.24	\$47.40
<u>Uncertified Trades</u>	\$42.42	\$43.27	\$44.14	\$45.02	\$46.15



	<b><u>Effective First PP Following Ratification</u></b>	<b><u>Effective Jan. 1/22 +2.0%</u></b>	<b><u>Effective Jan. 1/23 +2.0%</u></b>	<b><u>Effective Jan. 1/24 +2.0%</u></b>	<b><u>Effective Jan. 1/25 +2.5%</u></b>
--	---	---	---	---	---

**Certified Trades**

<b><u>Heavy Duty Mechanic</u></b> <b><u>Electrician</u></b> <b><u>Millwright</u></b> <b><u>Machinist</u></b> <b><u>Welder</u></b>	\$47.11	\$48.05	\$49.01	\$49.99	\$51.24
---	---------	---------	---------	---------	---------

**Premiums**

<b><u>QC technician</u></b>	\$0.50 per hour when achieving APA certification level I. \$1.00 per hour when achieving APA certification level II (inclusive of certification level I).				
<b><u>Lead Hand Premium</u></b>	\$2.00 per hour premium over regular classification rate while performing lead hand duties.				
<b><u>Carpenter Premium</u></b>	\$1.00 per hour premium over regular classification rate while performing lead hand duties (own tools must be supplied).				
<b><u>First Aid Premium</u></b>	Occupational Level II & III: \$1.00 per hour premium over regular classification rate.				

	<b><u>Effective First PP Following Ratification</u></b>	<b><u>Effective Jan. 1/22 +2.0%</u></b>	<b><u>Effective Jan. 1/23 +2.0%</u></b>	<b><u>Effective Jan. 1/24 +2.0%</u></b>	<b><u>Effective Jan. 1/25 +2.5%</u></b>
<b><u>Apprenticeship Rates</u></b>					
1st Yr	\$32.25	\$32.90	\$33.56	\$34.23	\$35.09
2nd Yr	\$35.28	\$35.99	\$36.71	\$37.44	\$38.38
3rd Yr	\$39.24	\$40.02	\$40.82	\$41.64	\$42.68
4th Yr	\$42.42	\$43.27	\$44.14	\$45.02	\$46.15

## Schedule A- Wages and Premiums

### Uncertified Trades

The Company proposes hiring uncertified trades as LP Employees under the following conditions:

1. Uncertified trades would have more than 10 years proven experience in the industrial mechanical field.
2. Uncertified trades will have proven mechanical ability at the same level as a journeyman as determined by a joint committee of Staff and Hourly tradesman
3. Company would indenture uncertified trades person under the ITA trades program and Uncertified trades would be required to complete apprenticeship under the same guidelines as current apprentices indentured.
4. Uncertified trades hired would be paid at 4<sup>th</sup> year apprentice rate as per Collective Agreement until such time as they complete their apprenticeship.
5. The company would not hire more than 25% of the mechanical trades number as uncertified trades allowing continued development of apprentices from within

After 12 months of this letter coming into effect, the letter may be terminated by either party upon 30 days written notice.

## **Schedule "B"**

### **Northern Living Allowance Travel Benefit**

The parties agree that a percentage of the employees hourly wages as outlined by Revenue Canada under the Northern Living Allowance Travel Benefit will designated as a travel benefit. The current amount allowed under Revenue Canada Guidelines is 8% of hourly wages to a maximum of \$3600.00 per year. It is further agreed that this allowance will neither increase nor decrease the hourly rates contained in the collective agreement.