

# **COLLECTIVE AGREEMENT**

**Between**

**Carrier Forest Products Ltd.**

**and**

**United Steelworkers, Local 1-184, C.L.C.**

**July 1st, 2022 to June 30, 2027**

| <b>Table of Contents</b>                      |                |             |
|-----------------------------------------------|----------------|-------------|
|                                               | <b>Article</b> | <b>Page</b> |
| Apprenticeship Training Program               | XIX            | 44          |
| Arbitration                                   | XIV            | 34          |
| Bargaining Agency                             | I              | 4           |
| Chargehand                                    | XV             | 37          |
| Definition                                    | II             | 4           |
| Duration of Agreement                         | XXVI           | 50          |
| Education, Health and Safety Fund             | XXIV           | 50          |
| Employee and Family Assistance Program        | XXV            | 50          |
| First Aid                                     |                |             |
| Attendants                                    | V              | 8           |
| Training                                      | XV             | 36          |
| General Provisions                            | XV             | 35          |
| Grievance Procedure                           | XIII           | 33          |
| Health and Welfare                            | XVI            | 38          |
| Medical                                       |                |             |
| Dental                                        |                |             |
| Insurance                                     |                |             |
| Hours of Work and Overtime                    | VII            | 9           |
| Humanity Fund                                 | XV             | 37          |
| Job Evaluation                                | XXIII          | 48          |
| Leaves of Absence                             | IX             | 24          |
| Long Term Disability                          | XVIII          | 43          |
| Management                                    | III            | 4           |
| Pay Days                                      | VI             | 9           |
| Public Holidays and Floating Holiday          | XI             | 30          |
| Registered Retirement Savings Plan            | XVII           | 43          |
| Safety and Health                             | XII            | 32          |
| Safety Equipment                              | XXI            | 47          |
| Seniority                                     | VIII           | 18          |
| Technological Change                          | XX             | 46          |
| Tool Insurance                                | XXII           | 48          |
| Union Security                                | IV             | 4           |
| Vacations with Pay                            | X              | 27          |
| Wages                                         | V              | 7           |
|                                               |                |             |
| <b>Supplements</b>                            |                |             |
| Supplement No. 1 – Wage Scale                 |                | 51          |
| Supplement No. 2 – Job Evaluation Plan        |                | 53          |
| Supplement No. 3 – Alternate Shift Scheduling |                | 58          |
|                                               |                |             |
| <b>Letters of Understanding Attached</b>      |                |             |
| Contracting Out                               |                |             |
| Auto-Grader Attendant Rate of Pay             |                |             |
| Student Temporary Work Terms                  |                |             |
| Student Employment Agreement                  |                |             |
| Alternate Shift Agreement – Maintenance       |                |             |

## **A G R E E M E N T**

THIS Agreement entered into this 1<sup>st</sup> day of July, 2022 to June 30, 2027

Between: CARRIER FOREST PRODUCTS LTD.  
(hereinafter known as the 'Company')

and: UNITED STEELWORKERS, LOCAL 1-184, C.L.C.  
(hereinafter known as the 'Union' or 'USW')

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:

This agreement is applicable to the Carrier Forest Products site near Big River Saskatchewan.

## **ARTICLE I - BARGAINING AGENCY**

### Section 1:

The Company agrees to recognize and bargain with the Union on behalf of its Employees properly and duly certified under the appropriate regulations in effect from time to time.

### Section 2:

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this new collective agreement. The Company agrees that the only certification they will recognize during the term of this agreement is that of the Union unless ordered by due process of law to recognize some other bargaining authority.

## **ARTICLE II - DEFINITION**

The term 'Employee' as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the USW, Local 1-184 have been certified as bargaining agents, except and excluding foremen and others having authority to hire and fire, office and technical workers, quality control personnel, supervisory and management officials and salesmen.

## **ARTICLE III - MANAGEMENT**

### Section 1:

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

### Section 2:

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

## **ARTICLE IV - UNION SECURITY**

### Section 1:

The Company will 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 a copy of the Agreement.

### Section 2:

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

### Section 3:

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

### Section 4:

- a) Any Employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said Employee's refusal to maintain their membership.
- b) It is agreed that the application of this Section means that when an Employee fails to maintain their 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.
- c) The Company will provide a Plant Committee Member and/or a business agent the opportunity to meet with new hires, without disruption to operations, and outside the working hours of the Plant Committee Member.

### Section 5:

- a) No Employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the bylaws of Local 1-184, which the Local Union certifies as being correct as of July 2012.
- 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:

- a) The Company shall require all new Employees, at the time of hiring to execute a dues authorization and membership form in duplicate; the forms to be supplied by the Union. This assignment shall be effective immediately. All forms will be forwarded to the Local Union within fifteen (15) days of hiring.
- b) The Company shall remit the dues deducted pursuant to such assignment to the Local Union named therein, no later than the 15th day of the month following the month in which the deduction was made from the Employee, with a written statement of names of Employees for whom the deductions were made and the amount of each deduction.



United Steelworkers  
CHECK-OFF



Date \_\_\_\_\_, 20\_\_\_\_

Name of Employer \_\_\_\_\_

Please Print  
Operation \_\_\_\_\_

Name of Employee \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Social Insurance No. \_\_\_\_\_

Are you a member of U.S.W? \_\_\_\_\_

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

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

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-184 the following in payment of the amounts set out below:

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

Application For Membership

I hereby request and accept membership in the U.S.W., Local 1-184 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.

Signature of Applicant Employee \_\_\_\_\_ Clock No. \_\_\_\_\_

Duplicate copy to be forwarded to the Local Union Office

## Section 7:

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

## **ARTICLE V - WAGES**

### Section 1:

- a) Following formal written notice of ratification of the 2022-2027 Collective Agreement from the Union, a lump sum payment of one thousand dollars (\$1000) will be processed for all active regular employees.
  - i) Probationary employees (as of the date of this Memorandum of Agreement) will be eligible for a lump sum payment of two hundred dollars (\$200) upon completion of the probationary period.
  - ii) Regular employees absent (on leave) at the point of the lump sum payment will be entitled upon return to full-time active employment and will receive a pro-rated amount of the \$1000 lump sum payment based on whole-months worked in the previous contract year – July 1, 2021 to July 1, 2022.
    - A) All paid leaves count as time worked for the purposes of calculating the pro-rated payment.
- b) Effective July 1, 2022, the hourly rate for trades-certified, trades-uncertified, and apprentices will be increased by \$1.00/hour prior to the application of the % wage increase.
- c) Effective July 1, 2022, the wages of all hourly rated Employees will be increased by three percent (3%).
- d) Effective July 1, 2023, the wages of all hourly rated Employees will be increased by two and a half percent (2.5%).
- e) Effective July 1, 2024, the wages of all hourly rated Employees will be increased by two and a half percent (2.5%).
- f) Effective July 1, 2025, the wages of all hourly rated Employees will be increased by three percent (3%).
- g) Effective July 1, 2026, the wages of all hourly rated Employees will be increased by two and a half percent (2.5%).
- h) The basic rate for common labour shall be:
  - i) Effective July 1, 2022 the basic rate for common labour shall be \$31.62 per hour.
  - ii) Effective July 1, 2023 the basic rate for common labour shall be \$32.41 per hour.
  - iii) Effective July 1, 2024 the basic rate for common labour shall be \$33.22 per hour.

- iv) Effective July 1, 2025 the basic rate for common labour shall be \$34.22 per hour.
- v) Effective July 1, 2026 the basic rate for common labour shall be \$35.08 per hour.

- d) The rates resulting from the application of the conversion percentages herein will be rounded as follows:

.00 to .49 - down to the nearest cent

.50 to .99 - up to the nearest cent

- e) The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both parties be revised once annually.

## Section 2: Grading Tickets

- a) All Certified Lumber Graders shall receive the premiums set out below, in addition to the Job Evaluated rate.

Class A Grading Certificate - twenty-five cents (\$.25) per hour,

Class B Grading Certificate - twenty cents (\$.20) per hour,

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

- b) Any Employee holding a Class A or B lumber grading certificate shall receive a premium of fifteen cents (\$.15) per hour for all hours worked. There shall be no stacking or pyramiding of premiums.
- c) Grading Tickets shall be permanent and valid certificates, but graders shall remain subject to the regulations of CFPA, AFPA and other regulatory bodies defined by the Company.
- d) All lumber graders holding grading certificates shall attend upgrading classes as required by the Company.
- e) Lumber graders who are required to attend upgrading classes (grading rule changes) shall receive their regular straight-time rate for time spent in attending such classes.

## Section 3: First Aid Attendants

- a) Designated First Aid Attendants shall receive their job rate of pay plus the ticket premium rate. All other Employees holding valid First Aid tickets shall receive a premium of five cents (\$.05) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.

- b) Premiums for designated First Aid Tickets shall be:

EMR (Emergency Medical Responder) - \$0.95

Class B / Advanced - \$0.85 per hour

Class A / Standard - \$0.50 per hour

## Section 4:

The first (1st) shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift shall be regarded as the second (2nd) and third (3rd) shifts.



Premium rate for second (2nd) and third (3rd) shifts shall be fifty cents (\$.50) per hour. A day shift Employee working in excess of this regular shift will be paid rate and one-half without the differential.

Any Employee on the second (2nd) or third (3rd) shift working in excess of their regular shift shall receive rate and one-half. For the purpose of the last sentence, rates shall be rate plus fifty (\$.50).

Employees working other than on regular shifts shall be paid the fifty cents (\$.50) premium rate for all hours worked outside the recognized day shift.

#### Section 5:

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

#### Section 6: Production Bonus

A Production Bonus Program as appended to this memorandum will be implemented.

### **ARTICLE VI - PAY DAYS**

- a) The Company shall provide for paydays every second week.
- b) Each Employee shall be provided with an itemized statement of earnings and monthly deductions.
- c) The Parties agree that the Company can 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 and RRSP plan agreed to by the Parties to this Collective Agreement.
- d) Employees shall be required to participate in an automated direct deposit payroll system.

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

#### Section 1:

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive, on schedules defined by the Company.
- b) Overtime shall be paid at rate and one-half for all hours worked in excess of eight (8) hours per day, and forty (40) hours per week, and for Saturday and/or Sunday, with the following exceptions when double straight time rates shall be paid:
  - 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 Public Holiday shall be considered as a shift worked.

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

## Section 2: Maintenance Employees

a) The regular hours of work shall be five (5) eight-hour days, with two (2) days of rest each week Monday through Sunday, on schedules defined by the Company. 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, and forty (40) hours per week, and for the Employee's two designated rest days, with the following exceptions when double straight time rates shall be paid:

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 a Sunday as a regular scheduled day.

iv) For purposes of this provision, a Public Holiday shall be considered as a shift worked.

## Section 3: Kiln Shift Schedule

Management shall have the right to implement the following shift schedules:

- 4-10s between Monday and Thursday for Kilns
- 4-10s between Tuesday and Friday for Kilns
- 3-12s Friday-Sunday for Kilns
- 3-12s Saturday-Monday for Kilns

a) Kiln Weekday (4 x 10 Hour) Shift Schedule:

i) Hours:

Operating production crew Monday through Thursday, or Tuesday through Friday:

Dayshift: 6:00 a.m. to 4:30 p.m.

Nightshift: 6:00 p.m. to 4:30 a.m.

Not more than once in any six (6) month period, and after two (2) weeks' notice, these times may be varied by up to two hours depending on operational requirements.

The two kiln production crews, consisting of Forklift Pool Operators, whose primary assignment is the Kilns, associated with this schedule may swing between Dayshift and Nightshift every two weeks.

ii) Breaks:

Each shift will include two (2) ten (10) minute rest periods.

Each shift will include one (1) one-half hour unpaid lunch break.

iii) Shift Premium

All hours worked on this schedule attract a \$0.50 per hour premium.

iv) Pay and Overtime

Employees on this schedule will be paid a total of forty (40) hours straight time pay for the forty (40) hours of work. All hours worked in excess of this schedule will be paid at overtime rates as follows:

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

- i. Hours worked in a day in excess of the ten (10) hour daily shift schedule.
- ii. Hours worked in excess of forty (40) hours per week.
- iii. The first eleven (11) 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 unless agreed by the parties.

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

- i. All hours worked in excess of eleven (11) per day.
- ii. All hours worked on Sunday if the Employee has worked (40) straight time hours in the preceding six (6) days.

v) Public Holidays:

In the event one of the Public Holidays falls on a Friday, Saturday or Sunday, the previous Thursday or the following Monday shall be observed as the holiday as agreed between the Company and the Plant Committee.

Rate and one-half will be paid for all hours worked on a Public Holiday, or the day designated for the purpose of observance of the Public Holiday.

Public Holiday pay will be ten (10) hours straight time pay at an Employee's regular job rate of pay.

vi) Floating Holiday:

The Floating Holiday will be administered in accordance with Article XI, Section 3, of the collective agreement, and Floating Holiday pay for Employees under this schedule will be ten (10) hours straight time pay at the Employee's regular job rate, regardless of the day taken.

vii) Bereavement Leave:

When an Employee is entitled to bereavement leave in accordance with Article IX, Section 7 of the Collective Agreement, the Employee will be granted an appropriate leave of absence for which they will be compensated at their regular straight time hourly rate of pay for hours lost from their regular work schedule for a maximum of three (3) days' pay.

viii) Jury Duty:

Employees eligible for Jury Duty under Article IX, Section 8 of the Collective Agreement will be reimbursed for hours missed from their regular work schedule as per the normal application of Article IX, Section 8.

ix) Probationary Period:

The probationary period for new Employees assigned under this LOU will be sixty (60) days (480 hours).

x) Shift Differential:

Shift Differential of fifty cents (\$0.50) per hour will be paid to Employees for hours worked on the 4 x 10 hour Nightshift.

xi) Vacation Administration:

For the purpose of the administration of vacations, one (1) four (4) day work week is deemed to be equivalent to one week of vacation entitlement.

xii) Assignment to Shifts:

Assignment to the four (4) x ten (10) hour shift will be via canvassing of current forklift operators by seniority, and ultimately in accordance with the "senior may / junior must" principle. Any subsequent vacancies filled by replenishing the Forklift Pool, and subsequently filling the vacancy via seniority, from the replenished pool.

The Parties acknowledge this process may require a brief period of transition.

xiii) General Matters:

- A) The shift schedules outlined in this agreement will be administered consistent with the principle that an Employee will not lose or gain any health and welfare benefits over the regular shift schedules provided for under Article VII of the Collective Agreement.
- B) Contributions under Article XVIII – Long Term Disability, will be as on the basis of all hours worked.
- C) Contributions under Article XXIV – Education, Health and Safety Fund, will be on the basis of all hours worked.
- D) There will be no premium pay for changes in rest days due to the implementation or discontinuance of this alternate shift schedule.

- E) Employees must request vacation time off in one week blocks, that is, four (4) day blocks if on the weekday (4x10) schedule. Exceptions are at the discretion of the Manager, acting reasonably.
- F) If clarification is required surrounding issues that may arise as a result of the implementation or operation of this Alternate Shift Agreement, it will be referred back to the Local Union and Management for resolution.

#### xiv) Operation and Duration

The Company will provide notice of two weeks prior to the introduction of and/or the discontinuance of this schedule.

##### A) Weekend (3 x 12 Hour) Shift Schedule:

- i. Hours:  
Operating production crew, Friday through Sunday, or Saturday through Monday:  
Dayshift: 6:00 a.m. to 6:00 p.m.  
Nightshift: 6:00 p.m. to 6:00 a.m.

Not more than once in any six (6) month period, and after two (2) weeks' notice, these times may be varied by up to two hours depending on operational requirements.

The two kiln production crews, consisting of Forklift Pool Operators, whose primary assignment is the Kilns, associated with this schedule may swing between Dayshift and Nightshift every two weeks.

- ii. Breaks:  
Each shift will include three (3) ten (10) minute rest periods.  
Each shift will include one (1) one-half hour paid lunch break.
- iii. Pay and Overtime:  
All hours worked under this shift schedule will be subject to a shift premium factor of 1.12. There will be no incremental premium beyond the application of the shift premium factor for hours worked on Sunday under this schedule.
  - a. Rate and one-half the regular straight time job rate (no shift premium factor) will be paid for hours worked for the first non-scheduled day worked in each work week.
  - b. Double time the regular straight time job rate (no shift premium factor) will be paid for hours worked in excess of regularly scheduled 12 hour shifts in each day and for each second and subsequent non-scheduled day worked in each work week.
  - c. For the purpose of this provision a work week is defined as Monday through Sunday inclusive.

iv. Public Holidays:

When a Public Holiday falls on a Monday, Tuesday, Wednesday or Thursday, outside the shift schedule, the preceding Sunday or following Friday will be designated as the Public Holiday for the purpose of observance of the Public Holiday as agreed between the Company and the Plant Committee.

Rate and one-half will be paid for all hours worked on a Public Holiday, or the day designated for the purpose of observance of the Public Holiday.

Public Holiday pay will be twelve (12) hours straight time pay at an Employee's regular job rate of pay.

v. Floating Holiday:

The Floating Holiday will be administered in accordance with Article XI, Section 3, of the collective agreement, and Floating Holiday pay for Employees under this schedule will be twelve (12) hours straight time pay at the Employee's regular job rate, regardless of the day taken.

vi. Bereavement Leave:

When an Employee is entitled to bereavement leave in accordance with Article IX, Section 7 of the Collective Agreement, the Employee will be granted a leave of absence for three (3) regularly scheduled work days. The Employee will be compensated at their regular straight time hourly rate of pay for hours lost from their regular work schedule for a maximum of three (3) days' pay (36 hours).

vii. Jury Duty:

Employees eligible for Jury Duty under Article IX, Section 8 of the Collective Agreement will be reimbursed for hours missed from their regular work schedule as per the normal application of Article IX, Section 8.

viii. Probationary Period:

The probationary period for new Employees assigned under this LOU will be sixty (60) days (480 hours).

ix. Shift Differential:

Shift Differential of fifty cents (\$0.50) per hour will be paid to employees for hours worked on the 3 x 12 Nightshift

x. Vacation Administration:

For the purpose of the administration of vacations, one three (3) x twelve (12) work week is deemed to be equivalent to one week of vacation entitlement.

xi. Assignment to Shifts:

Assignment to the three (3) x twelve (12) weekend shift will be via canvassing of current forklift operators by seniority, and ultimately in accordance with the

“senior may / junior must” principle. Any subsequent vacancies filled by replenishing the Forklift Pool, and subsequently filling the vacancy via seniority, from the replenished pool.

The Parties acknowledge this process may require a brief period of transition.

xii. General Matters:

The shift schedules outlined in this agreement will be administered consistent with the principle that an Employee will not lose or gain any health and welfare benefits over the regular shift schedules provided for under Article VII of the Collective Agreement.

a. Contributions under Article XVIII – Long Term Disability, will be as follows:

- For Employees assigned to the three (3) x twelve (12) schedule, as follows:
  - On the basis of actual hours worked times a 1.12 factor for hours worked less than or equal to the full weekend schedule in a given week.
  - On the basis of actual hours worked for any hours worked in excess of the full weekend schedule in a given week.

b. Contributions under Article XXIV – Education, Health and Safety Fund, will be as follows for Employees assigned to the three (3) x twelve (12) schedule, as follows:

- On the basis of actual hours worked times a 1.12 factor for hours worked less than or equal to the full weekend schedule in a given week.
- On the basis of actual hours worked for any hours worked in excess of the full weekend schedule in a given week.

There will be no premium pay for changes in rest days due to the implementation or discontinuance of this alternate shift schedule.

Employees must request vacation time off in one week blocks, that is, three (3) day blocks. Exceptions are at the discretion of the Manager, acting reasonably.

If clarification is required surrounding issues that may arise as a result of the implementation or operation of this Alternate Shift Agreement, it will be referred back to the Local Union and Management for resolution.

xiii. Operation and Duration

The Company will provide notice of two weeks prior to the introduction of and/or the discontinuance of this schedule.

Section 4: Alternate Shift Scheduling

- a) Management, the Plant Committee and the Union shall have the right under the terms of the Collective Agreement to agree upon the implementation of other schedules which, except for production shifts in manufacturing operations, may 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.

The Union agrees to meet with the Company to negotiate an Alternate Shift Agreement ahead of the intended utilization of the specific Alternate Shift Schedule. Following the completion of the step outlined in Article VII, Section 3, b), ii), the concluded Alternate Shift Schedule Agreement may be implemented at a future date upon reasonable notice being provided by the Company.

- b) Any variation(s) to Sections 1 and 2 above shall be implemented only upon completion of the following steps:
- i) Negotiated agreement between the Local Union and Local Management.
    - A) At any point in the negotiation of an Alternate Shift Agreement either party may request the assistance of CONIFER and/or the USW National office in the negotiation of an Alternate Shift Agreement.
    - B) At any point in the negotiation of an Alternate Shift Agreement either party may request assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected as mediator will be by agreement.
  - ii) Majority approval by the Employees involved in the proposed variations.
- c) When alternative schedules have been implemented in accordance with a) and b) above, the following overtime provisions will apply:
- i) Rate and one-half shall be paid for the following:
    - A) Hours worked in a day in excess of the normal daily hours of the established schedule.
    - B) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
    - C) The first eleven (11) 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.



- D) All hours worked on Sunday unless agreed by the parties.
- ii) Double straight-time rates shall be paid for the following:
  - A) All hours worked in excess of eleven (11) per day, and for hours in excess of twelve (12) for twelve (12) hour shifts.
  - B) 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) Supplement No. 3 - Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

#### Section 5: Three-Shift Operations

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

#### Section 6:

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

#### Section 7:

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

#### Section 8:

Any Employee called for work and finding no work available due to reasons beyond their control shall be entitled to two (2) hours pay at the usual rate. This shall apply unless the Company gives notice cancelling the said call. However, if there is a possibility that work may be available within two (2) hours of the regular starting time, the employer may request Employees to stay at their place of employment during the call time period.

## Section 9:

When an Employee is called for work and starts work, they shall receive four (4) hours pay at their regular rate unless their work is suspended because of inclement weather, or other reasons completely beyond the control of the Company.

## Section 10: Call-Back Time

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

## Section 11: Rest Breaks

Employees 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 (1) break will be given.

## Section 12: Notice

When an Employee is unavoidably prevented from reporting to their scheduled shift, if reasonably possible, they must directly give notice to their acting supervisor, at least two (2) hours before the shift commences.

## Section 13: Hot Meals

Where Employees are required to work three (3) hours or more overtime beyond their normal shift, the Company shall provide a hot meal. The hot meal will be consumed by the Employee on Company time at a mutually convenient time.

# **ARTICLE VIII - SENIORITY**

There are separate Plants for seniority purposes at the Big River site, as follows: Sawmill, Planermill and Maintenance.

Site seniority is defined as the total of each Employee's individual Plant seniority periods attained during continuous employment. Site seniority is used for calculating vacation entitlements; and is otherwise only applicable where specifically defined in this Agreement.

## Section 1: Probation

- 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 (480 hours) 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) Probationary Employees will be called in for work in accordance with their hiring date, unless

such call-in is beyond the control of the employer, and is subject to the Employee being competent to perform the work. This obligation does not apply where the Employee cannot be readily contacted or where the Employee has already worked one shift in the 24-hour period.

- c) Upon completion of (60) sixty days (480 hours) 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 (60) sixty days (480 hours) worked shall only be cumulative within the six (6) calendar months following the date of entering employment.
- d) Probationary employees will be eligible and enrolled for health and welfare benefits on the first day of the month following completion of thirty (30) days (240 hours) worked in ninety (90) calendar days.

## Section 2: Recognition

- a) The Company recognizes the principle of seniority, competency considered.
- b) When more than one new Employee is hired on the same day, seniority will be determined by a random number generator in the presence of the affected Employees.

## Section 3: Posting, Selection and Training

- a) General
  - i) All training position vacancies and job vacancies except those in Entry Level Pool positions will be posted. Entry Level Pool positions include all jobs in wage groups 1 thru 10, and will be paid at the negotiated rate of wage group 9.
  - ii) Bulletin boards for postings will be provided by the Company, and placed in visible locations within each Plant. Unless otherwise specified herein, selection will be made from within each Plant seniority group.
- b) Postings for training positions
  - i) When training position vacancies occur they will be posted on the bulletin board for the appropriate Plant for a period of at least three (3) working days.
  - ii) Copies of all training position postings for vacancies will be provided to a representative of the Plant Committee.
  - iii) Employees who wish to bid on training position postings must complete application forms provided by the Company and submit information as defined on the forms within the prescribed time period.
  - iv) If Employees expect to be absent when a training position vacancy is posted, they may give their supervisor or a representative of the Plant Committee authorization to submit an application form on their behalf. Alternatively, Employees absent on approved leaves may

submit an application within two (2) working days of their return, but in no event more than fourteen (14) calendar days of the posting.

c) Selection for training position vacancies

- i) Selection will be made in accordance with Article VIII, Section 2 a) of the collective agreement. As appropriate, experience in positions that are part of an agreed upon line of progression will be a requirement of the selection criteria.
- ii) After selections are made for posted training position vacancies, the Company will place a notice on the appropriate bulletin board identifying the successful bidder for a period of at least two (2) working days.
- iii) The Company will coordinate training on a schedule suitable to the needs of the operation.
- iv) Employees selected for posted training positions will be allowed a trial period of up to three (3) working days; during which time they may opt to discontinue training and abandon the right to apply for the same training positions for two (2) years.
- v) Employees selected for posted training positions will be allowed up to ten (10) working days to successfully complete training on the jobs. The Company will have the right to return the Employee to their previous job if training is deemed not successful within the ten (10) days. Such Employees will not be eligible to bid on the same training position for a period of two (2) years, and the next most qualified Employee who submitted a bid will be selected without additional posting.
- vi) Employees are eligible to hold a maximum of two (2) training positions in addition to their normal posted positions, for a total of three (3) positions. Whenever Employees are selected for new job positions that are different from these three (3) positions they must drop one (1) of the positions to reduce the total to three (3) again. Employees will be requested to identify which position they wish to drop, and to sign off on the decision.
- vii) After completion of training, Employees must fill the related job position(s) on a relief basis, as scheduled by the Company.
- viii) The Company, at its discretion, may schedule Employees to work on a particular training position in order to ensure familiarity with the job and thereby sustain the training position. In such circumstances the Employees will be paid the wage rate for the job worked.
- ix) During training, Employees cannot bid on other training positions. Upon becoming qualified in a training position, Employees are not eligible to bid on another training position for three (3) months.

d) Postings for job vacancies

- i) When job vacancies occur, the jobs will be posted on the bulletin board for the appropriate Plant for a period of at least seven (7) calendar days.
- ii) When job vacancies for oilers, trades or apprentices occur, the jobs will be posted on all Plant bulletin boards, and Employees from all Plants may apply.

- iii) Copies of all job postings for vacancies will be provided to a representative of the Plant Committee.
- iv) Employees who wish to bid on job postings must complete application forms provided by the Company and submit information as defined on the forms within the prescribed time period.
- v) If Employees expect to be absent when a job vacancy is posted, they may give their supervisor or a representative of the Plant Committee authorization to submit an application form on their behalf. Alternately, Employees absent on approved leaves may submit an application within two (2) working days of their return, but in no event more than seven (7) calendar days of the posting.

e) Selection for job vacancies

- i) Selection will be made in accordance with Article VIII, Section 2 a) of the collective agreement. As appropriate, experience in positions that are part of an agreed upon line of progression will be a requirement of the selection criteria.
- ii) In the case of job vacancies for oilers or trades, Site seniority will be deemed Maintenance Plant seniority for the purposes of selection.
- iii) In the case of job vacancies for apprentices, Site seniority will be deemed Maintenance Plant seniority for the purposes of selection; and selection will be made on the basis of Article XIX, Section 2 of the collective agreement.
- iv) In the event no Employee bids on a job vacancy, or if no Employee is qualified for the job, management may hire someone for the job.
- v) After selections are made for posted job vacancies, the Company will place a notice on the appropriate bulletin board(s) identifying the successful bidder for a period of at least two (2) working days.
- vi) The Company will coordinate the movement of the successful bidder to begin training for the posted job as soon as reasonably possible on a schedule suitable to the needs of the operation. Such Employees will be allowed a trial training period of up to three (3) working days; during which time they may opt to return to their previous job and abandon the right to apply for the related job for two (2) years.
- vii) Employees selected for posted job positions will be allowed up to ten (10) working days to successfully complete training on the jobs. The Company will have the right to return the Employee to their previous job if training is deemed not successful within the ten (10) days. Such Employees will not be eligible to bid on the same job position for a period of two (2) years, and the next most qualified Employee who submitted a bid will be selected without additional posting.
- viii) Employees selected for posted jobs will not be eligible to bid on other posted jobs having a lower wage group than their existing job for a period of one (1) year after selection.

- ix) If an Employee holds a job as a result of job posting, and wishes to vacate the job, they may submit a request in writing to their supervisor at least one (1) month in advance. The Company will coordinate a transfer to an Entry Level Pool job at such time as a vacant position exists, and when the transition can be made with no additional disruption or cost to the Company. Such Employees will henceforth abandon the right to bid on any postings related to training positions or job positions for a period of two (2) years.

#### Section 4: Reduction of Forces

- a) In the event of a reduction of forces the Employee with the least seniority shall be the first released, subject to the provisions of Section 2 a) of this Article.
- b) During a reduction of forces where an Employee's seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority within their Plant or accept a layoff until their regular job becomes available, provided however:
  - i) If during the layoff period the Employee wishes to return to work and so notifies the Company, they will be called back to work as soon as their seniority entitles them to a job.
  - ii) The application of this provision will not result in an Employee, in the exercise of their 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 Plant Committee as soon as possible.

#### Section 5: Re-employing After Layoff

- a) It is agreed that when Employees are to be re-hired after a layoff, it shall be done on the basis of the last person released shall be the first person re-employed, subject to provisions of Section 2 a). It is agreed that in cases of emergency the application of Plant seniority may be postponed for such period as may be necessary, but not exceeding three (3) days. If the Company decides to exercise its rights under this provision it shall notify the Committee or the Local Union as soon as possible.
- b) When re-employing, in accordance with this section after any reduction, all Employees shall be notified by email or registered letter at least seven (7) days before re-starting of operation. The Employees must reply by email or registered letter in the affirmative within ninety-six (96) hours of the email or registered letter being sent out by the Company, and appear for work not later than the above stated seven (7) day period.
- c) It shall be each Employee's responsibility to keep the Company informed of their email and Canada Post addresses during the period of layoff.
- d) It is agreed that all Employees shall, upon returning to employment, in accordance with this section, retain all seniority rights.
- e) The Company will include employee Canada Post addresses on updates to the seniority list

provided to the Local Union in accordance with Article VIII, Section 7.

#### Section 6: Prolonged Layoff Protection

- a) After a layoff period of three (3) months, Employees may apply their Site seniority to bump Employees within any of the Plant seniority groups having less Site seniority. Bumping is subject to the provisions of Section 2 a) above.
- b) Bumping may only take place into the Entry Level Pool positions. Employees wishing to do so must submit a notice in writing to their supervisor at least one (1) week prior to exercising such right.
- c) Employees who bumped into positions within a different Plant seniority group will automatically be scheduled to return to their prior Plant, in accordance with prior Plant seniority, when vacancies occur, for up to twenty-four (24) months, after which time their Site seniority will be deemed to be Plant seniority in the plant into which they bumped.

#### Section 7: Seniority Lists

- a) It is agreed that upon the request of the Union a list will be supplied by the Company setting out each regular Employee's Plant seniority and Site seniority; however, such request shall not be granted more than twice during each year of the term of the Agreement.
- b) The Company will advise the Union once each month of changes to the said list.

#### Section 8: Seniority Retention

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

- a) Employees with less than one (1) years' service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months for a maximum period of twenty-four (24) months.
- c) A laid off Employee's seniority retention as provided for in a) and b) above will be re-instated in the event of re-employment before the expiry of seniority retention and on the completion of one day's work.

#### Section 9: Transfers to Supervisory or Staff Positions

It is agreed that when an Employee has been transferred by the Company to a supervisory or staff position, they will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period the individual shall have the right to return to the bargaining unit in the job which they would have held if they had not left the bargaining unit. (In special cases this ninety (90) day period may be extended for up to a further ninety (90) days by mutual agreement between the Company and the Plant Committee.)

#### Section 10: Hiring Preference

It is agreed that the Company shall give consideration in hiring, competency considered, to previous Employees of the Company who have both previous seniority and an application on file.

## **ARTICLE IX - LEAVES OF ABSENCE**

### Section 1: Approval in Writing

- a) Any Employee desiring an unpaid leave of absence for any reason other than those set out in Sections 2 and 3 of this Article must obtain approval in writing from the Company.
- b) Where any Employee is granted an unpaid leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Plant Committee 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 which requires their 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 Leave

- a) The Company shall 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 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 co-operate with the Company in making substitute Employees available or select alternate delegates to attend Union functions.

### Section 4: General 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) The Employee must apply 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 Plant 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 Extended Health, Dental and Insurance coverage as defined in Article XVI; and LTD as defined in Article XVIII.

#### Section 5: Compassionate Care Leave

- a) In the following subsections "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 6: Maternity, Parental and Adoption Leave

Employees are entitled to leave, as interpreted and amended by the Saskatchewan Employment Act, as follows:

- a) Maternity Leave For Female Employees
- b) Parental Leave
- c) Adoption Leave

## Section 7: 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 they shall be compensated at their regular straight time hourly rate of pay for hours lost from their regular work schedule for a maximum of three (3) days.
- b) Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, and step-children.
- c) 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 8: Jury Duty

- a) Any regular full-time Employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which they would normally have worked will be reimbursed by the Company for the difference between the statutory fee received for Jury Duty and their regular straight time hourly rate of pay for their 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 fee received for Jury Duty. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

## Section 9: 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 their Company within thirty (30) calendar days after completion of public office.

#### Section 10: Domestic Violence

The Company acknowledges Employee entitlement under the Domestic Violence Leave provisions of the Saskatchewan Employment Act.

The Company agrees to waive the employment duration criteria and agrees that any Employee is entitled to the periods of leave under the Act from the date of hire.

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

#### Section 1:

- a) Employees with six months to two (2) years' continuous service shall receive three (3) weeks' vacation (eligible to be taken over the 18 month period) with pay based on the greater of six percent (6%) or one hundred twenty (120) hours at the hourly rate of the Employee's regular job. The maximum amount of vacation time off between six months and one year will be one week.
- b) Employees with two (2) or more years of continuous service will be allowed to carry over one (1) week of vacation only to the next vacation year.

#### Section 2: Two Years of Service

- a) Employees with two (2) or more years' continuous service with the Company shall receive three (3) weeks' vacation with vacation pay based on the greater of seven percent (7%) of the total wages 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) If the Employee chooses, the third week vacation as in a) above may be, but does not have to be, consecutive with the vacation period provided for in this Section.

#### Section 3: Seven Years of 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 earned during the year of entitlement, or one hundred and sixty (160) hours at the hourly rate of the Employee's regular job.
- b) For Employees with less than ten (10) years of continuous service, if the Employee chooses, the third week vacation as in Section 2 a) above may be, but does not have to be, consecutive with the vacation period provided for in Section 2 a). The additional one (1) week provided in Section 3 a) does not have to be consecutive.

- c) For Employees with more than ten (10) years of continuous service, if the Employee chooses, the fourth week vacation as in Section 3 a) above may be, but does not have to be, consecutive with the vacation period provided for in Section 3 a).

#### Section 4: Fifteen Years of 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 earned during the period of entitlement, or two hundred (200) hours at the hourly rate of the Employee's regular job.
- b) If the Employee chooses, the first four (4) weeks of vacation provided for in Section 3 a), may be, but does not have to be consecutive. The additional one (1) week does not have to be consecutive with the vacation period provided for in Section 3 a).

#### Section 5: Twenty-Four Years of Service

- a) An Employee with twenty-four (24) or more years' consecutive service shall receive six (6) weeks' vacation with vacation pay based on the greater of thirteen percent (13%) of the wages earned during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the Employee's regular job.
- b) If the Employee chooses, the first four (4) weeks of vacation provided for in Section 3 a), may be, but does not have to be consecutive. The additional two (2) weeks do not have to be consecutive with the vacation period provided for in Section 3 a).

#### Section 6: Thirty Years of Service

- a) Employees with thirty (30) years or more continuous service shall receive (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) If the Employee chooses, the first four (4) weeks of vacation provided for in Section 3 a), may be, but does not have to be consecutive. The additional three (3) weeks do not have to be consecutive with the vacation period provided for in Section 3 a).

#### Section 7: Vacation Scheduling

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

#### Section 8: 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 their employment.

- b) Absence due to illness up to a period of one (1) year; provided the Employee returns to their 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 9: Qualification for Vacation Pay - Regular Job Rate Method

- a) Regular Job Rate Method
  - i) In order for an Employee to qualify for the amount generated by the hours times the regular job rate method, the Employee must have worked a minimum of fifteen hundred (1500) hours in the Employee's first year of service and a minimum of one thousand (1000) hours during the Employee's succeeding years of entitlement.
  - ii) Where there is a common vacation pay cut-off date, for 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 purposes of calculating minimum hours as in i) above, the calculation period shall be from the Employee's anniversary date in one year to their anniversary date in the succeeding year.
- b) For purposes of computing the requisite hours the following will be included:
  - i) All hours worked;
  - ii) Public 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 their employment.
  - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness,

shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the Employee has been on the payroll for not less than one (1) year and that they return to their employment. It is understood that the employer may require that the Employee provide a certificate from a qualified medical practitioner.

- viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours.
- ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any Employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
- x) All hours worked in more than one (1) division of the parent Company as a result of transfer or layoff.

#### Section 10:

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 they qualify for additional vacations for increased service with the Company as provided for under Sections 2 to 6 inclusive.

### **ARTICLE XI - PUBLIC HOLIDAYS and FLOATING HOLIDAY**

#### Section 1:

- a) All hourly Employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and shall be paid rate and one-half for all hours so worked.
  - i) Truth and Reconciliation Day will be observed on September 30 unless otherwise agreed to between parties.
- b) In the event one of the above Public 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 Public Holidays falls on Saturday it shall be observed the preceding Friday or succeeding Monday as agreed between the Company and the Plant Committee.
- c) In the event of a Public Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Plant Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- d) At the option of the Company, but whenever possible, by mutual agreement with the Plant Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its Employees of the designation at least one (1) week prior to the said Holiday.

- e) When a Public Holiday falls on a Friday, Employees working on a Tuesday to Saturday work week, by mutual agreement between the Company and the Plant Committee may work on the Friday statutory holiday at the straight time job rates and substitute Saturday as the Public Holiday.
- f) In the case of a maintenance Employee where one of the Public Holidays is observed on their rest day, they shall have a day off without pay in lieu thereof at a mutually agreeable time.
- g) An Employee who qualifies for such Public Holiday on the day it occurs, and works on that day, will be paid for the Public Holiday at straight-time rates.

## Section 2:

- a) All hourly Employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at their regular job rate of pay for their regular work schedule. The Parties hereto agree that the paid Public Holidays shall be as follows:

|                 |                                                 |                  |
|-----------------|-------------------------------------------------|------------------|
| New Year's Day  | Family Day (3 <sup>rd</sup> Monday in February) | Good Friday      |
| Victoria Day    | Canada Day                                      | Saskatchewan Day |
| Labour Day      | Truth and Reconciliation Day                    | Thanksgiving Day |
| Remembrance Day | Christmas Day                                   | Boxing Day       |

- b) All hourly 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 they may be entitled.
- c) To qualify for Public Holidays, an Employee must have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence is due to a compensable occupational injury or illness, which occurred within six (6) months of the holiday, or the Employee is on authorized leave of absence in accordance with Section 2 or 3 of Article IX.
- d) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- e) 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.
- f) Employees hired within thirty (30) calendar days preceding the Public Holiday who work the full period during the pay period that includes the Public Holiday shall be paid for the holiday at their regular job rate of pay for their regular work schedule.
- g) Employees hired within thirty (30) calendar days preceding the Public Holiday who do not work the full period during the pay period that includes the Public Holiday shall be paid an amount equal to the Employee's earnings, exclusive of overtime, for the four (4) weeks preceding the Public Holiday, divided by twenty (20).

### Section 3: Personal Floating Holiday

#### a) Personal Floating Holiday

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

#### b) Qualifying Conditions

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

- i) A new Employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday. When an Employee has been on the payroll for not less than (90) consecutive calendar days and terminates for whatever reason, and they have not previously taken their Personal Floating Holiday then they shall be paid for their Personal Floating Holiday. The parties further agree that payment of the Personal Floating Holiday upon termination shall not be construed as an extension of their period of employment.
- ii) An Employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An Employee shall apply on an approved form, at least seven (7) days in advance, for their Personal Floating Holiday. The Employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv) If an Employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the Employee shall be paid overtime for such work at the rate of time and one-half. The Employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v) Personal Floating Holidays not taken or scheduled by April 30th of each contract year will be scheduled by management.
- vi) A Personal Floating Holiday shall not be scheduled on an Employee's regular rest day.
- vii) Where an Employee chooses Saturday or Sunday as a personal Floating Holiday straight time rates will apply.

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

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness amongst Employees and supervisors.



## Section 1:

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 will be provided by the Company.

The Sawmill, Planermill and Maintenance Plants will each maintain an OHS Committee with two elected hourly Employee representatives and two appointed management representatives, and will meet monthly. Employee representative will be full time Employees in the operation with at least one year's experience.

## Section 2:

Safety meetings will be held during working hours where possible. Employees' time will not be deducted for attending such meetings or investigations into accidents. It is recognized that in multi-shift operations, meetings will occur outside of working hours for certain Employees. When meetings take place outside of an Employee's working hours, they will be compensated at their 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 3: 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 qualifications.

# **ARTICLE XIII - GRIEVANCE PROCEDURE**

## Section 1: Outline of steps

When a grievance arises between the parties bound by this Agreement concerning its interpretation, application, operation and/or alleged violation, it shall be addressed by both parties on a good faith basis without stoppage of work. Meetings shall normally be held outside of working hours but without loss of earnings, as follows:

- a) Step 1: The Employee involved, with or without a shop steward, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days from the occurrence of the event(s) 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(s). If a satisfactory settlement is not then reached, the Union has fourteen (14) days to submit the grievance in writing by completing a Local Union Grievance form and hand delivering it to the supervisor. Thereafter the Company shall respond in writing within fourteen (14) days.
- b) Step 2: If a satisfactory settlement is not then reached, within fourteen (14) days, the Plant Committee, with or without the grievor at the Union's discretion, shall meet with Company management, with or without the supervisor.
- c) Step 3: If a satisfactory settlement is not then reached, within fourteen (14) days the Local Union

and management shall meet.

- d) Management will provide a written response to grievances within fourteen (14) days of the conclusion of the Step 2 and/or Step 3 grievance meetings.
- e) Step 4: If a satisfactory settlement is not then reached, within fourteen (14) days the matter will be referred to arbitration as hereinafter provided.

## Section 2: Abandonment

- a) If a grievance has not advanced to the next step under Steps 2, 3 or 4 within fourteen (14) days of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse as to the grievance procedure shall be at an end.
- b) Time limits provided in the grievance process may be extended by mutual consent; such agreement not to be unreasonably withheld.

## **ARTICLE XIV - ARBITRATION**

### Section 1: Procedure

In the case of a dispute arising between the parties bound by this Agreement concerning its interpretation, operation and/or alleged violation, which the parties are unable to settle between themselves as set out in Article XIII, the matter shall be determined by arbitration in the following manner:

- a) Either party may notify the other party in writing, by email or registered mail, of the question(s) to be arbitrated. Such notification shall contain a name, or list of names of the person or persons they are willing to accept as single arbitrator. On receipt of notice referred to above, the party receiving the notice may select one of the suggested arbitrators or make a counter proposal on acceptable arbitrators. The parties will seek to find an acceptable arbitrator. If the parties are unable to reach agreement on an arbitrator either party may request the Minister of Labour of Saskatchewan to appoint an arbitrator.
- b) The decision of the arbitrator shall be final and binding upon the parties.
- c) The arbitrator shall be requested to hand down their decision within fourteen (14) days following completion of the hearing.
- d) If the Arbitrator finds that an Employee has been unjustly suspended or discharged, such Employee shall be reinstated with all his / her rights and privileges preserved under the terms of this agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the Employee.

### Section 2: Cost sharing

The parties will each bear the expense and charges of its representatives on any arbitration, and shall bear one-half (1/2) the applicable costs, expenses and allowances of the arbitrator.

### Section 3: Place of hearing

Any arbitration to be held hereunder shall be held in Prince Albert or such place as may be agreed by the parties.

## **ARTICLE XV - GENERAL PROVISIONS**

### Section 1: Plant 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 Plant Committee. The Plant Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Plant 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 Plant Committee, members of which are appointed by the Union.
- c) Official Union representatives shall obtain access to the Company's operations for the purposes of this Agreement by written permission which will be granted by the Company on request and subject to such terms and conditions as may be laid down by the Company.

### Section 2: No Strike

The Union agrees that it will not cause, promote, sanction, or authorize any strike, sitdown, slowdown, sympathetic strike or other interference with work by the Employees for any cause whatsoever during the term of this Agreement.

### Section 3: No Lockout

The Company agrees it will not create or institute any lockout of the Employees during the term of this Agreement.

### Section 4: Working Foremen

Employees outside the bargaining unit will not perform work that is normally done by Employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting foremen from doing work for purposes of instruction, provided by so doing a layoff 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: Permanent Plant Closure - Severance Pay

A "Plant" is defined as a sawmill, planermill, kilns, or other facility with a separate seniority list.

- a) The Company agrees that Employees affected by permanent Plant closure shall be given ninety (90) 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.

- c) Severance pay for uncompleted years of service shall be computed on the basis of completed months of 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 declared permanently closed by the Company, or has not operated for a period of 24 months, 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 6: Contractors

- a) The Company will not contract out any work that is performed by Employees in the Bargaining Unit at the effective date of the agreement.
- b) Current practices in operations shall be agreed on with the local Union in writing. Until such time as agreement is reached the above clause a) only will apply.

#### Section 7: Tools

The Company will repair or replace those Tradesperson tools that are damaged or broken in the performance of regular duties.

#### Section 8: First Aid Training

Employees, who by mutual agreement, train or re-train for First Aid certificates, will be compensated in the following manner:

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

#### Section 9: Disciplinary Action:

- a) It shall be the employer's responsibility to maintain a disciplinary file on all bargaining unit Employees.
- b) Employees in the bargaining unit shall have access to their personal records at reasonable times and shall upon request be provided with copies of material contained in such records.
- c) Employees shall be notified in writing of the reasons for discipline or discharge.
- d) The disciplinary record will not be used for disciplinary purposes if an Employee has completed two (2) years of work without an additional disciplinary entry.

- e) The employer shall provide the Employee and the Union with a copy of any written warnings, suspensions or terminations affecting the Employee if a grievance is filed.
- f) For formal disciplinary meetings, where a written warning, suspension or termination is being issued, the Employee shall have the option of requesting Union representation.

#### Section 10: 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 for the purpose of assistance in the resolution of such matters.

#### Section 11: Chargehand

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

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 will circulate a notice of the intent to fill a Chargehand role in order that employees are made aware of the opportunity such that they may submit an application accordingly. The Plant Committee will be advised by the Company of Chargehand appointments.

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.

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

It is understood that Chargehands have equal opportunity as other Employees to overtime, but do not have priority to overtime.

#### Section 12: Humanity Fund

The Company agrees to deduct \$20.00 from the wages of all Employees in the bargaining unit on June 30<sup>th</sup> of each year.

The company shall pay the amount 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 the 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: Boot Allowance

The Company will provide a gross payment of two hundred and fifty dollars (\$250.00) per contract year to all active regular employees for the purchase of CSA approved safety boots that are ankle

height or above. This payment will be added onto the employee's regular pay on the first pay period following formal written notice of ratification of the 2022 to 2027 Collective Agreement and the first pay period following July 1 annually thereafter.

Probationary employees will be eligible for the Boot Allowance upon the completion of the probationary period.

Employees absent (on leave) at the point of the Boot Allowance payment will be entitled upon return to full-time active employment.

## **ARTICLE XVI - HEALTH AND WELFARE**

### **Section 1: Extended Health Care:**

The Company and the Union agree that the Employees will be enrolled for coverage as orchestrated through the Council on Northern Interior Forest Employment Relations (CONIFER). Eligibility for coverage will be from the first of the month following the date of employment. The total cost of providing the coverage will be borne by the Company. Participation in the plan is a condition of employment.

#### **a) General Plan Features:**

- i) The annual Extended Health Care deductible will be seventy-five dollars (\$75.00) for single or family coverage.
- ii) The Extended Health Care Plan shall provide benefits for the surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member.
- iii) The Extended Health Care Lifetime Maximum shall be \$300,000.
- iv) Coverage to be extended to dependents of regular Employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutes.
- v) A "Pay Drug Card" will be provided.

#### **b) Vision Care:**

The vision care limit will be a maximum of four hundred dollars (\$400) per member or dependent, in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames, contact lenses, or laser eye surgery, when prescribed by a person legally qualified to make such prescription; and/or eye exams.

#### **c) Physiotherapy:**

The physiotherapist / massage practitioners' limit will be \$550 per member or dependent per calendar year.

#### **d) Chiropractors / Naturopath Physicians:**

The chiropractor / naturopath physicians' limit will be \$600 per member or dependent per calendar year.

e) Orthopaedic Shoes:

The orthopaedic shoes limit will be \$500 per calendar year for adults; and \$300 per calendar year for children.

f) Hearing Aids:

The hearing aids limit will be \$550 every five (5) years for adults and children unless there is alternate coverage provided for.

g) Orthotics:

The orthotics limit will be \$200 per member or dependent per calendar year.

h) Medical Travel Allowance:

A medical travel allowance is available for necessary medical travel when members and their dependents are referred by their attending physician to medical specialists in Saskatchewan and such referrals require travel from the patient's community of employment in excess of 500 kilometres on a round trip basis. The medical travel provision will be:

- i) The maximum allowance payable on behalf of any member or dependent will be \$1000 per calendar year.
- ii) Eligible expenses will include bills for regularly scheduled economy class airfares, hotel accommodation and taxi fares.
- iii) Travel by private automobile will be paid at thirty (30) cents per kilometre.
- iv) All medical referrals will be in writing and travel must take place within two (2) months of the physicians' referral, unless the earliest possible date of availability of the Specialist is beyond two (2) months from the referral.
- v) Entitlement to hotel expenses will be based on reasonableness of the member or dependent being unable to return home on the day of the referral.
- vi) A claim form with receipts must be filed by the member within ninety (90) days of the date eligible expenses are incurred.
- vii) Expenses which are payable under the Saskatchewan Workers' Compensation Act, Saskatchewan Health Services, or Saskatchewan Government Insurance or any other government authority or insurance plan, will not be eligible for reimbursement from the provision.
- viii) It is agreed that medical travel to Saskatoon will be administered as an exception to the 500 kilometres round trip criteria.

i) Specialty Items:

The plan will cover the following specialty items:

- i) Gloves for members or dependents who use wheelchairs
- ii) Catheters
- iii) Bath bench suction cups
- iv) Hydraulic lifts for getting into and out of bath tubs
- v) Repairs to specialty items; wheelchairs
- vi) New tires for wheelchairs
- vii) Wheelchair purchase or replacement

Section 2: Dental Coverage

The Company and the Union agree that the Employees will be enrolled for coverage as orchestrated through the Council on Northern Interior Forest Employment Relations (CONIFER). Eligibility for coverage will be from the first of the month following the date of completion of the Employee's probationary period. The total cost of providing the coverage will be borne by the Company. Participation in the plan is a condition of employment.

a) Dental Plan:

- i) Basic dental services (Plan 'A') – Plan pays 80% of approved schedule of fees, and provides for recall and cleaning check-ups every nine (9) months. Dental Plan includes composite (white) fillings, subject to existing deductions of the plan.
- ii) Prosthetics, crowns and bridges (Plan 'B') – Plan pays 60% of approved schedule of fees.
- iii) Orthodontic (Plan 'C') – Plan pays 60% of approved schedule of fees. Lifetime maximum is \$4,000 for adults and children. No waiting period required.
- iv) The Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member.
- v) Coverage to be extended to dependents of regular Employees including those dependents over the age of twenty-one (21), but not over the age of twenty-five (25) who are attending recognized educational institutes.

Section 3: Extended Health Care Parameters and Coverage

In regard to the parameters of coverage stipulated in Section 1: Extended Health Care, and Section 2: Dental Coverage, the parties agree that any changes to the EHC and Dental Plan design as may be



negotiated between CONIFER and the USW in northern BC mainstream negotiations anticipated for 2023 will be applicable to the employees of Carrier Forest Products (Big River).

The Company commits to work with CONIFER to endeavor to improve the point of purchase automatic adjudication of claims to diminish or eliminate the need for employees to pay up front.

#### Section 4: Insurance Coverage (Weekly Indemnity, Life, and AD&D)

- a) It is agreed that the Company will participate in the Northern Interior Forest Industry Benefit (NIFIB) Plan, as administered by the Council on Northern Interior Forest Employment Relations (CONIFER), for the purposes of provision of Weekly Indemnity Life Insurance, and Accidental Death and Dismemberment Insurance.
- b) It is understood that the Company, USW Local 1-184, and the board of trustees of the NIFIB Plan will execute a memorandum of agreement to allow for the participation of the Company and USW members in the NIFIB Plan. Participation will not require a NIFIB trust agreement amendment; or a NIFIB Plan text amendment. The Company and Employees will be subject to all terms, conditions and operation of the NIFIB Plan as established at the commencement of participation, and as may be amended from time to time between CONIFER and USW, or by the board of trustees of the NIFIB Plan.

The parties acknowledge, in accordance with the purpose and application of Section 3 b), that any NIFIB Plan design changes that may be negotiated between CONIFER and the USW in northern BC mainstream negotiations anticipated for 2023 will be applicable to the employees of Carrier Forest Products (Big River).

- c) Eligibility for coverage will be from the first of the month following the date of completion of the Employee's probationary period. The total cost of providing the coverage will be borne by the Company. Participation in the plan is a condition of employment.
- d) Group Life Insurance will be \$120,000.
- e) Accidental Death and Dismemberment (24 hour coverage) will be \$120,000.
- f) Weekly Indemnity for each qualified Employee will be the EI weekly rate plus \$100 (as of January 1, 2022, that rate is \$738).
  - i) Weekly Indemnity will commence the first day of accident and the sixth day of illness for a period of up to twenty-six (26) weeks for Employees who become disabled. Weekly Indemnity cheques will be mailed directly to the Employee's residence if requested by the Employee.
  - ii) A "no downs" provision is in place so that the four hundred twenty-nine dollars (\$429) per week rate will not be reduced by further reductions by Employment Insurance of the maximum insurable earnings number.
  - iii) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of any such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery (including laser surgery for a medical reason) is performed which necessitates loss of time from work.

- iv) 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 they were scheduled to return to work. In order to qualify for this coverage the employee must have returned to their place of residence in Saskatchewan unless their disability required them 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.
- v) Absences due to the same or related causes will be considered one (1) continuous absence unless the Employee returns to work on a full-time basis for at least four (4) continuous weeks between absences.

The parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the date of ratification of this Memorandum a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

#### Section 4: Portability

Coverage will be portable for all Employees covered by collective agreements between members of CONIFER, Forest Industrial Relations Limited, Interior Forest Labour Relations Association, Carrier Forest Products Limited, Canfor Limited and the USW; and there shall be no waiting period for qualified employees changing employers within the industry.

#### Section 5: Layoff Coverage

Layoff coverage for plans defined in Sections 1, 2 and 3 above will be as follows:

- a) Layoff coverage for Employees with more than three (3) month's seniority, but less than one (1) year's seniority will be three (3) months. Layoff coverage for Employees with one (1) or more year's seniority will be six (6) months.
- b) In order for re-instatement of layoff coverage to occur there must be a return to regular full time employment. An Employee returns to full time employment when they are employed for ten (10) working days within a floating period of thirty (30) consecutive days.
- c) An Employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he or she was entitled, if the recall occurred during the period of layoff coverage.

#### Section 6: Medical Notes

All medical notes requested by the Company shall be paid for by the Company.

## **ARTICLE XVII - REGISTERED RETIREMENT SAVINGS PLAN**

Effective July 01, 2022 both Company and Employee RRSP contributions will be on all hours worked.

- a) The Company will contribute to the USW Group Retirement Savings Plan. Contributions will begin upon completion of each Employee's probationary period. Participation will be a condition of employment.
- b) Effective first pay period following written notice of ratification of the 2022 to 2027 Collective agreement, the Company will contribute \$3.185 to each Employee's plan for every hour worked by the Employee; and each Employee will contribute \$1.00 to the plan for every hour worked. All contributions will be via bi-weekly payroll deductions.
  - i) Effective first pay period following written notice of ratification of 2022 to 2027 Collective Agreement, the Company will increase contributions by \$0.06 to \$3.185.
  - ii) Effective July 01, 2023 the Company will increase contributions by \$0.05 to \$3.235.
  - iii) Effective July 01, 2024 the Company will increase contributions by \$0.04 to \$3.275.
  - iv) Effective July 01, 2025 the Company will increase contributions by \$0.05 to \$3.325.
- c) It will be each Employee's sole responsibility to manage his or her own plan.

## **ARTICLE XVIII - LONG TERM DISABILITY**

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

- a) Contributions from both the Company and the Employee will be \$0.76 per hour, per Employee per hour worked, of which the Company will contribute \$0.38 per hour, and the Employee will contribute \$0.38 per hour.
- b) If at any point during the term of the Agreement, the Plan Actuary should determine that the full amount of the increase in contributions is no longer required to amortize the unfunded liability over the ten year period contemplated by this Agreement, the excess contributions will be discontinued by each party accordingly.
- c) Employees who become disabled shall be eligible to apply for LTD benefits after a twenty-six (26) week qualifying period.
- d) The parties acknowledge that any benefit design change as may be decided and implemented by the board of trustees of the IWA-Forest Industry Long Term Disability Plan in accordance with the Plan Trust Agreement will be applicable to Carrier Forest Products (Big River) as a fully participating employer in the Plan.
- e) 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 ongoing administration.
- f) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.

- g) 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.
- h) Protection against withdrawals.

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

- i) The Company and the Union agree that any future changes in LTD premium levels (timing and particulars) as may be negotiated between CONIFER and USW relative to the mainstream solid wood industry will be applicable to Carrier Forest Products Ltd. Big River and Carrier Forest Products Ltd. Big River Employees. Ninety (90) days' notice of the change will be provided.

## **ARTICLE XIX - APPRENTICESHIP TRAINING PROGRAM**

### Section 1: Enhanced Preparation

The Company will maintain a stock of self-study preparation materials that will be developed to enhance the success rate of prospective apprenticeship candidates. A package of such self-study materials will be given to Employees upon request.

### Section 2: Selection of Apprentices

- a) Employees must have one year of seniority with the Company at the time of the posting to be considered as a candidate for an apprenticeship.
- b) A selection committee will be established, consisting of one representative appointed by the Company and one appointed by the Union, and will have responsibility for administration of the selection process. Two representatives from CONIFER and two representatives from USW will be designated to provide training and support to the selection committee in order that the selection process will be properly administered. A "scoring guidelines" reference manual will be available to the selection committee. Any difficulty that may arise under the selection process will be referred to the CONIFER –USW Apprenticeship Review Committee for resolution.
- c) The selection scoring system is based on a 100 point system. The candidate with the highest points assignment will be selected. Points are awarded as outlined below on each selection criteria with each component weighted as follows:
  - i) Pre-apprenticeship exam - 20 points

This is the traditional relevant selection test battery. Candidates are still required to meet the traditional minimum pass threshold on each test module. Successful candidates will be assessed points relative to the level of success on the exam beyond the minimum pass thresholds.

ii) Seniority - 40 points

2.25 points for each year of service with the Company to a maximum of 17.77 years to get the maximum points.

iii) Candidate assessment test (HPI) - 25 points

This test (Hogan Personality Inventory) is designed to measure additional criteria linked to success as an apprentice as determined by Industrial Psychologist review of associated trade roles. These traits are not addressed by the traditional “pre-apprenticeship” exam.

iv) Job-related courses / education - 10 points

Related post-secondary courses or time in a formally indentured relevant industrial apprenticeship will earn points. The selection committee will assign specific point values on an individual basis with reference to a scoring chart. Completion of relevant formal Entry Level Trades Training program will be awarded 10 points. A candidate will only be considered for an apprenticeship if the candidate meets the minimum educational requirements for the particular trade as prescribed by the Apprenticeship and Trade Certification Commission.

v) Work history - 5 points

A candidate’s work history will be reviewed in reverse chronological order. For each consecutive year of employment void of formal discipline one point will be assigned to the candidate to a maximum of five points. Points accumulation will cease upon the realization of any formal discipline.

### Section 3: Commitment to a Specified Trade

- a) Any Employee hired by the Company as a certified trade (TQ) tradesperson, or any Employee selected by the Company and trained through an apprenticeship to the point of trade qualification (TQ) in a particular trade, is not eligible to apply on future apprenticeship opportunity postings.
- b) Any Employee selected by the Company and indentured as an apprentice is not eligible to apply on any other apprentice opportunity postings during the course of the apprenticeship.

### Section 4: Discontinuation of an Apprenticeship in Progress

In the event an Employee selected by the Company for an apprenticeship opportunity commences the apprenticeship training process, and either voluntarily terminates the apprenticeship (after 90 days), or is unsuccessful in the progression of the apprenticeship, then that Employee is not entitled to apply on any future apprenticeship training opportunities for a five year period. An exception to this understanding may occur if the basis for unsuccessful progression is due to medical circumstances. In such a case the Company and the Union will meet to discuss the particular apprentice’s future entitlement.

## Section 5: Monetary Advance for Tool Costs

The Company will, upon submission of receipts, reimburse a newly indentured apprentice up to \$1500 for the cost of tools. This reimbursement is considered an interest free loan. Repayment in full will be completed no later than one calendar year following the apprentice's date of certification in the trade. A repayment schedule will be worked out between the apprentice and the Company. Any portion of the outstanding loan is payable upon termination of employment and may be deducted from accrued vacation pay or wages payable accordingly. Applicable Revenue Canada rules will be followed in the administration of this understanding. The Company will make the corporate purchasing resources available to the apprentice to purchase required tools.

## Section 6: Costs While at School

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

- a) A Living Away From Home Allowance of fifty dollars (\$50) per day to a maximum of three hundred and fifty dollars (\$350) per week, for apprentices who are required to maintain a second residence while attending school.
- b) A Travel Allowance of CRA rate per kilometre based on the distance for one (1) round trip to school per year. This distance will be as per a schedule based on the distance between the town of employment and the school.
- c) A Commuting Allowance for apprentices who live at home and attend school of CRA rate per kilometre if commuting greater than thirty (30) kilometres each way from the school, minus the first 24 kilometres each way.
- d) 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.
- e) Wage replacement of eight (8) hours per day at the regular apprenticeship rate of pay for each day of training attended.
- f) While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.

## **ARTICLE XX - TECHNOLOGICAL CHANGE**

### Section 1: Advance Notification

The Company shall notify the Plant Committee and the Union not less than six (6) months in advance of intent to institute material changes in working methods of facilities which would involve the discharge or layoff 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 their regular job at the time of the setback for a period of

three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply. However, such Employee will have the option of terminating their employment and accepting severance pay as outlined in Section 3 below, providing they exercise this option within the above referred to six (6) month period.

- b) Following an application of a) above, where an Employee is set back to a lower paid job because of an application of Article VIII - Seniority brought on by mechanization, technological change or automation they will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply.

### Section 3: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of ten (10) days' pay (day defined as 8 hours pay) for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) week's pay. This Section shall not apply to Employees covered by Section 2 b) above.

### Section 4: Option

Employees laid off from their regular jobs because of mechanization, technological change or automation shall have the option to terminate their employment and accept severance pay, either

- a) at the time of layoff, or
- b) at the point seniority retention expires.

## **ARTICLE XXI - SAFETY EQUIPMENT**

### Section 1:

The Company shall replace such equipment at no cost to the Employee when these articles are presented worn or damaged beyond repair and when they are required by the Company:

- a) Aprons
- b) Hardhats and liners
- c) Eye, ear and nose protective equipment
- d) Gloves

Section 2:

The employer shall make coveralls available and maintain same for use by end sprayers, oilers, filer-grinders and tradesperson.

Section 3: Prescription Safety Eyewear

The company will provide coverage for prescription safety glasses to a maximum of \$200.00 in any 24 month period.

**ARTICLE XXII - TOOL INSURANCE**

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

**ARTICLE XXIII - JOB EVALUATION**

Section 1:

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures set out in a manual dated December 1971, hereinafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual as amended effective April 1, 1995. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 2 to this Agreement.
- b) The process of job evaluation will be conducted in accordance with the provisions of the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan which shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.
- c) All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-evaluation consistent with the principles and procedures of the Northern Interior Sawmill and Poleyard Job Evaluation Plan.

Section 2:

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



| Group Level | Points    | Rates Effective<br>July 1, 2022<br>3% | Rates Effective<br>July 1, 2023<br>2.5% | Rates Effective<br>July 1, 2024<br>2.5% | Rates Effective<br>July 1, 2025<br>3.0% | Rates Effective<br>July 1, 2026<br>2.5% |
|-------------|-----------|---------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
|             |           |                                       |                                         |                                         |                                         |                                         |
| 1           | 0-60      | \$31.62                               | \$32.41                                 | \$33.22                                 | \$34.22                                 | \$35.08                                 |
| 2           | 61-70     | \$31.75                               | \$32.54                                 | \$33.35                                 | \$34.35                                 | \$35.21                                 |
| 3           | 71-80     | \$31.90                               | \$32.70                                 | \$33.52                                 | \$34.53                                 | \$35.39                                 |
| 4           | 81-95     | \$32.13                               | \$32.93                                 | \$33.75                                 | \$34.76                                 | \$35.63                                 |
| 5           | 96-115    | \$32.29                               | \$33.10                                 | \$33.93                                 | \$34.95                                 | \$35.82                                 |
| 6           | 116-140   | \$32.56                               | \$33.37                                 | \$34.20                                 | \$35.23                                 | \$36.11                                 |
| 7           | 141-165   | \$32.73                               | \$33.55                                 | \$34.39                                 | \$35.42                                 | \$36.31                                 |
| 8           | 166-195   | \$33.10                               | \$33.93                                 | \$34.78                                 | \$35.82                                 | \$36.72                                 |
| 9           | 196-230   | \$33.38                               | \$34.21                                 | \$35.07                                 | \$36.12                                 | \$37.02                                 |
| 10          | 231-270   | \$33.68                               | \$34.52                                 | \$35.38                                 | \$36.44                                 | \$37.35                                 |
| 11          | 271-320   | \$33.99                               | \$34.84                                 | \$35.71                                 | \$36.78                                 | \$37.70                                 |
| 12          | 321-370   | \$34.35                               | \$35.21                                 | \$36.09                                 | \$37.17                                 | \$38.10                                 |
| 13          | 371-420   | \$34.65                               | \$35.52                                 | \$36.41                                 | \$37.50                                 | \$38.44                                 |
| 14          | 421-470   | \$35.03                               | \$35.91                                 | \$36.81                                 | \$37.91                                 | \$38.86                                 |
| 15          | 471-520   | \$35.37                               | \$36.25                                 | \$37.16                                 | \$38.27                                 | \$39.23                                 |
| 16          | 521-570   | \$35.85                               | \$36.75                                 | \$37.67                                 | \$38.80                                 | \$39.77                                 |
| 17          | 571-620   | \$36.12                               | \$37.02                                 | \$37.95                                 | \$39.09                                 | \$40.07                                 |
| 18          | 621-670   | \$36.58                               | \$37.49                                 | \$38.43                                 | \$39.58                                 | \$40.57                                 |
| 19          | 671-730   | \$36.87                               | \$37.79                                 | \$38.73                                 | \$39.89                                 | \$40.89                                 |
| 20          | 731-790   | \$37.37                               | \$38.30                                 | \$39.26                                 | \$40.44                                 | \$41.45                                 |
| 21          | 791-850   | \$37.73                               | \$38.67                                 | \$39.64                                 | \$40.83                                 | \$41.85                                 |
| 22          | 851-910   | \$38.19                               | \$39.14                                 | \$40.12                                 | \$41.32                                 | \$42.35                                 |
| 23          | 911-970   | \$38.69                               | \$39.66                                 | \$40.65                                 | \$41.87                                 | \$42.92                                 |
| 24          | 971-1030  | \$39.06                               | \$40.04                                 | \$41.04                                 | \$42.27                                 | \$43.33                                 |
| 25          | 1031-1090 | \$39.99                               | \$40.99                                 | \$42.01                                 | \$43.27                                 | \$44.35                                 |
| 26          | 1091-1150 | \$40.91                               | \$41.93                                 | \$42.98                                 | \$44.27                                 | \$45.38                                 |
| 27          | 1151-1210 | \$41.94                               | \$42.99                                 | \$44.06                                 | \$45.38                                 | \$46.51                                 |
| 28          | 1211-1270 | \$42.94                               | \$44.01                                 | \$45.11                                 | \$46.46                                 | \$47.62                                 |

Section 3:

- a) The base rate in all Wage Supplements shall be that set out in Article V - Wages, Section 1 a), 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 XXIV- EDUCATION, HEALTH AND SAFETY FUND**

Effective July 1, 2017, the contributions will be eight and one half cents per hour worked per Employee. The contributions will be forwarded directly to the Local Union.

**ARTICLE XXV – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

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

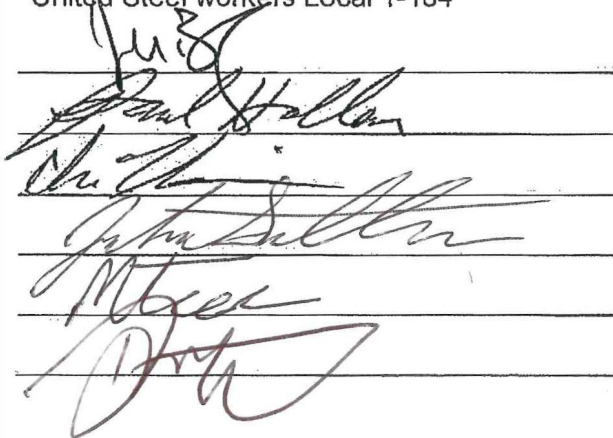
**ARTICLE XXVI – DURATION OF AGREEMENT**

The parties hereto mutually agree that this Agreement shall be effective from and after the first day of July 2022 to the thirtieth day of June 2027, and hereafter, from year to year unless written notice of contrary intention is given by the Parties not less than 60 days nor more than 120 days prior to the expiry date of this collective agreement. The notice required hereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office of the Local Officers of the Union, Party of the Second Part, not less than 60 days nor more than 120 days prior to the expiry date 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.

For:  
Carrier Forest Products Ltd.



For:  
United Steel workers Local 1-184



## **SUPPLEMENT NO. 1**

### **WAGE SCALE**

#### Section 1: Evaluated Categories

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

#### Section 2: Non-Evaluated Categories – hourly rates

| <b>General</b>                                             | <b>\$ Rates effective<br/>July 1, 2022</b>                            | <b>\$ Rates effective<br/>July 1, 2023</b> | <b>\$ Rates effective<br/>July 1, 2024</b> | <b>\$ Rates effective<br/>July 1, 2025</b> | <b>\$ Rates effective<br/>July 1, 2026</b> |
|------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| Auto-Grader Attendant                                      | Group 21 while holding valid AFPA or CFPA A or B grading certificate. |                                            |                                            |                                            |                                            |
| Chargehand Sawmill                                         | Group 21                                                              |                                            |                                            |                                            |                                            |
| Chargehand Planer Mill                                     | Group 21                                                              |                                            |                                            |                                            |                                            |
| Chargehand Maintenance                                     | Certified Trades Rate + \$0.75                                        |                                            |                                            |                                            |                                            |
| First Aid Class A                                          | Job rate + 0.50                                                       | Job rate + 0.50                            | Job rate + 0.50                            | Job rate + 0.50                            | Job rate + 0.50                            |
| First Aid Class B                                          | Job rate + 0.85                                                       | Job rate + 0.85                            | Job rate + 0.85                            | Job rate + 0.85                            | Job rate + 0.85                            |
| EMR                                                        | Job rate + 0.95                                                       |                                            |                                            |                                            |                                            |
| Oiler                                                      | \$35.65                                                               | \$36.54                                    | \$37.45                                    | \$38.57                                    | \$39.53                                    |
| <b>Trades</b>                                              |                                                                       |                                            |                                            |                                            |                                            |
| Apprentice – Prior to completion of Year 1 card from SATCC | \$38.04                                                               | \$38.99                                    | \$39.96                                    | \$41.16                                    | \$42.19                                    |
| Apprentice – Year 1 card from SATCC completed              | \$38.72                                                               | \$39.69                                    | \$40.68                                    | \$41.90                                    | \$42.95                                    |
| Apprentice – Year 2 card from SATCC completed              | \$40.53                                                               | \$41.54                                    | \$42.58                                    | \$43.86                                    | \$44.96                                    |
| Apprentice – Year 3 card from SATCC completed              | \$42.34                                                               | \$43.40                                    | \$44.49                                    | \$45.82                                    | \$46.97                                    |
| Trades – certified                                         | \$46.43                                                               | \$47.59                                    | \$48.78                                    | \$50.24                                    | \$51.50                                    |
| Trades – uncertified                                       | \$45.75                                                               | \$46.89                                    | \$48.06                                    | \$49.50                                    | \$50.74                                    |
| Maintenance labourer/cleanup                               | Group 9                                                               |                                            |                                            |                                            |                                            |

### Section 3: Red Circled Jobs

- a) The Company shall supply the Union with a list of Employees holding Red Circled Jobs, the said list to include the name of the job category filled, the negotiated rate for the job and the actual rate paid.
- b) Employees on Red Circle rate who are promoted to a higher group shall regain the Red Circle rate if subsequently found incompetent to continue in the higher group.
- c) Employees holding Red Circled Jobs who are demoted during a reduction of forces, shall be paid only the negotiated rate for the job to which they are assigned. If at a later date an Employee is reassigned to 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.

## **SUPPLEMENT NO. 2**

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

#### **Section 1: Principles & Procedures**

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

#### **Section 2: Industry Standing Committee**

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

#### **Section 3: Function of the Industry Standing Committee**

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

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

#### **Section 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 USW 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.

## Section 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 USW.
- b) The Company shall reimburse any of its hourly-paid Employees for time lost from their regular work schedule while acting as a member of the Plant Job Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Plant Job Review Committee. The Company shall not be responsible for remunerating Employee representatives who are not its hourly-paid Employees.

## Section 6: Function of 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 which provides sufficient information for the subsequent work of the Industry Job Evaluation Committee in accordance with Section 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement the Plant Job Review Committee shall at the request of any one of its members, immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.
- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a letter of Understanding. The Plant Job Review Committee will be responsible for informing Management and the Employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee, will, similarly, be communicated with reasons to those concerned.

- d) Nothing in the Section 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.

#### Section 7: Application of Program

The job evaluation program shall apply to all hourly paid Employees Carrier Forest Products Ltd. Big River site except those categories listed below:

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

#### Section 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.

#### Section 9: Re-Evaluation

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

provisions of Article 11 herein.

#### Section 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.

#### Section 11: Red Circle Protection

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

#### Section 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 USW 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.

## Section 13: Training Program

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

## Section 14: General Provisions

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

### **SUPPLEMENT NO. 3**

#### **ALTERNATE SHIFT SCHEDULING**

##### **Section 1: Flexibility of Hours of Work**

The Parties recognize the need for flexibility of hours other than those outlined in Article VII - Hours of Work, Sections 1 and 2, for the express purpose of better utilization of manpower and capital such as balancing of production, maintenance, market requirements, even flow production, emergency or unexpected harvesting programs, or continuous scheduling (e.g. maintenance).

##### **Section 2: Shift Scheduling**

The parties agree that the following shift schedules are examples of the type which will provide the flexibility required to meet the needs expressed above provided the provisions of Article VII Section 3 b) have been met.

###### **a) Manufacturing**

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

###### **b) Maintenance**

- i) Shifts of up to ten (10) hours per day, forty (40) hours per week, Monday to Sunday inclusive;
- ii) Three shifts per week, not exceeding twelve (12) hours per day.

###### **c) Other Shifts**

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

##### **Section 3: Implementation**

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

- a) The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article VII. It is anticipated that Local Unions will make sincere attempts to assist the company wishing to introduce alternate shift schedules. The Parties must mutually agree on the resolution of issues such as:
  - i) Details of the shift
  - ii) Details of Public Holidays, Personal Floating Holidays, Bereavement

- Leave and Jury Duty
  - iii) Maximum lengths of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
  - iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
  - v) The use of Employees for supplementary production work.
- b) The Plant Committee and the crew will be actively consulted by the parties during this process.

#### Section 4: General Principles

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

- a) 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.
- b) Different parts of an operation may be scheduled on different shifts.
- c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- d) This Article shall not change existing alternate shift agreements, unless agreed to by both parties.
- e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- f) 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.
- g) 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.
- h) 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.
- i) There shall be no premium pay paid to any Employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

## LETTER of UNDERSTANDING

between: **Carrier Forest Products Ltd., Big River SK**  
(hereinafter known as the “Company”) OF THE FIRST PART  
and: **USW Local 1-184**  
(hereinafter known as the “Union”) OF THE SECOND PART

### Re: Contracting Out

Per Article XV, Section 6 b) the following is agreed to:

- 1) ***Bargaining unit jobs only.*** Production work normally done by bargaining unit employees subject to the job evaluation procedure, and also including Oiler.
  - a) Log strapper / unbanding
  - b) Log unloading / decking / downpiling / feeding mill
  - c) Log merchandiser operator
  - d) Log chaser
  - e) Small Log Line operator
  - f) Large Log Line operator
  - g) Edger operator
  - h) Eliminator helper
  - i) Eliminator operator
  - j) Sorter attendant
  - k) Auto-piler operator
  - l) Strip placer
  - m) Forklift operator
  - n) Tilt hoist operator
  - o) Planer feeder
  - p) Strip piler
  - q) Lumber grader
  - r) Sorter operator
  - s) Stacker operator
  - t) Bander operator
  - u) Wrapper operator
  - v) Production cleanup

2) ***Joint practices.*** Work performed by both a) bargaining unit employees, or b) contractors or non-bargaining unit employees. Contracting out the work on this list will not result in the loss of a bargaining unit Employee's position.

- a) Yard and sample bucking, spreading
- b) Routine servicing of mobile equipment
- c) Electrical work
- d) Sawfiling and knife grinding
- e) Maintenance and repair – plant machinery and equipment
- f) Yard and site preparation, cleanup and maintenance
- g) Equipment hauling
- h) Kiln operation
- i) Lumber loading and hauling
- j) Trades work
- k) Janitorial work
- l) First aid
- m) Fire protection duties
- n) MSR operation
- o) Yard log loading
- p) Routine kiln maintenance

3) ***Work contracted out or performed by non-bargaining unit employees.***

- a) Weigh scales and log scaling
- b) Maintenance and repairs – mobile equipment
- c) Watchman – security
- d) Residues loading and hauling
- e) Replacement, modernization and construction – turnkey at Company's option
- f) Building repairs / replacement
- g) Purchasing and parts pickup and delivery
- h) Parts shipper / receiving / stores
- i) Paving and pavement repair and maintenance
- j) Log hauling into yard
- k) Log hauling out of yard
- l) Site service
- m) Technical expertise and special services
- n) Kiln repairs and non-routine maintenance
- o) Lumber hauling
- p) Dunnage and strips
- q) Shipper work

Dated this 18 day of August, 2022

Signed for USW Local 1-184

Paul Hollen  
Cliff  
Dave

Signed for Carrier Forest Products Ltd.

L Kemp

## LETTER of UNDERSTANDING

between: **Carrier Forest Products Ltd., Big River SK**  
(hereinafter known as the "Company") OF THE FIRST PART  
and: **USW Local 1-184**  
(hereinafter known as the "Union") OF THE SECOND PART

### Re: Auto-Grader Attendant Rate of Pay

The Auto-Grader Attendant interim job evaluation was recently determined to be Group Level 8 wage rate. Accordingly, as per Article VII – Seniority, Section 3, Posting Selection and Training, this position is deemed to be an Entry Level Pool position paid at Group Level 9 wage rate.

In consideration of this, it is mutually agreed that this position will be subject to all provisions of the Entry Level Pool positions defined in Article VII – Seniority, Section 3, Posting Selection and Training, with the exception that it will be paid at Group Level 21 wage rate when actually performing the duties of an Auto-Grader Attendant while holding a valid AFPA or CFPA A or B grading certificate, and as such will not be subject to the red circling provision of Article XXIII, Section 3 b) of the collective agreement. The provisions of Article V, Section 2 will apply, and the above Employees will receive the applicable grading certificate premium in addition to the Group Level 21 wage rate.

This Letter of Understanding may be cancelled by either the Company or the Union by serving written notice of 30 calendar days to the other party, at which time the position will be subject to the job evaluation process as defined in the collective agreement.

Dated this 18 day of August, 2022

Signed for USW Local 1-184

Signed for Carrier Forest Products Ltd.


## LETTER of UNDERSTANDING

between: **Carrier Forest Products Ltd., Big River SK**  
(hereinafter known as the “Company”) OF THE FIRST PART  
and: **USW Local 1-184**  
(hereinafter known as the “Union”) OF THE SECOND PART

### **Re: Student Temporary Work Terms**

The Company may employ Students for temporary work terms under this Letter of Understanding. “Students” means students committed to attending high school, or committed to attending college, technical school, university or other recognized institute “Post Secondary School”, immediately after their temporary work term ends. Preference for consideration will be given to Students committed to Post Secondary School. Students may be employed during the summer period from the last Monday in April until the first Friday in September, during the 14 day Christmas break period, and otherwise as mutually agreed between the Company and the Union. Students will be required to sign a Student Employment Agreement with the Company which will stipulate the maximum work term and that they understand and agree to the provisions of this Letter of Understanding.

#### ***1. Term***

Students returning to high school may be employed for a maximum work term of 40 working days during the stipulated time periods; Students recently graduated from high school and committed to entering Post Secondary School may be employed for a maximum work term of 60 working days during the stipulated time periods, and Students returning to Post Secondary School may be employed for a maximum of 80 working days during the stipulated time periods.

#### ***2. Article IV – Union Security***

Students will pay union dues, but will not be required to pay the initiation fee applicable to regular Employees.

#### ***3. Article VIII - Seniority***

Students will not acquire seniority rights and re-hire rights. Students will not displace regular Employees, other than for vacation relief purposes. Hours of work will be per Article VII.



#### ***4. Article IX – Leaves of Absence***

Students will be eligible for Bereavement Leave time off, as per Section 7, but will not be eligible for payment for the time off. Otherwise, Students will not be eligible for any leaves of absence defined in the collective agreement.

#### ***5. Article XI – Public Holidays and Floating Holiday***

Students will not be eligible for personal floating holidays defined in Section 3.

#### ***6. Article XVI - Health and Welfare***

Students will not be eligible for any of the Health and Welfare benefits defined in the collective agreement.

#### ***7. Article XVII – Registered Retirement Savings Plan***

Students will not be eligible to participate in the Registered Retirement Savings Plan. No contributions will be made to the plan by the Company or by the Students.

#### ***8. Article XVIII – Long Term Disability***

Students will not be eligible for any of the Long Term Disability benefits defined in the collective agreement. No contributions will be made to the plan by the Company or by the Students.

#### ***9. Letter of Understanding - Job Posting and Training***

Students will not be included in the Entry Level Pool and will not be eligible to apply for training positions or job vacancies. Wages will be paid at Group Level 1 or at the evaluated rate for the job being done.

Dated this 18 day of August, 2022

Paul Hallen  
Chili  
Dance

Le Kumpf

## **Student Employment Agreement**

I (print name) \_\_\_\_\_ accept an opportunity for employment at the Carrier Forest Products Ltd. Big River site under the terms and conditions of the attached Student Temporary Work Terms letter of understanding.

My Student status is (check one):

|                          |                                                                                                                                                                                       |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I am currently attending high school and I am committed to returning to high school immediately after my work term ends. I am eligible for a maximum term of 40 working days.         |
| <input type="checkbox"/> | I recently graduated from high school and I am committed to attending Post Secondary School immediately after my work term ends. I am eligible for a maximum term of 60 working days. |
| <input type="checkbox"/> | I have attended Post Secondary School and I am committed to returning to Post Secondary School immediately after my work term ends. I am eligible for a maximum of 80 working days.   |

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date (YY-MM-DD)

## **LETTER of UNDERSTANDING**

between: **Carrier Forest Products Ltd., Big River SK**  
(hereinafter known as the “Company”) OF THE FIRST PART  
and: **USW Local 1-184**  
(hereinafter known as the “Union”) OF THE SECOND PART

### **Re: Alternate Shift Agreement – Maintenance**

In accordance with Article VII, Section 3 and Supplement No. 3 of the collective agreement between the Company and the Union, the parties hereby agree to the particulars of an alternate shift agreement as follows. The purpose of the alternate schedule is to provide improved opportunities to conduct maintenance activities. The schedule applies to trades, apprentices, oilers & maintenance labourer/cleanup.

The general purpose of the Maintenance Labourer/Cleanup role is to furnish support to the maintenance trades in the efficient execution of repair and maintenance processes, through the provision of sparkwatch, area cleanup, tool and equipment staging and storage, and general labourer tasks, as may be assigned.

#### ***1. Schedules***

- Thursday thru Sunday inclusive.
- 7:00 am to 5:30 pm with two (2) ten (10) minute breaks and one (1) thirty (30) minute unpaid lunch break.
- Shift Differential as per Article V – Wages, Section 4 has no application to this schedule.

#### ***2. Pay and overtime***

- Maintenance labourer/cleanup shall be paid Group 9.
- Hours worked on Thursday, Friday and Saturday will be paid at straight time rate of pay.
- Hours worked on Sunday will be paid at rate and one-half.
- Hours worked in excess of ten (10) hours per day will be paid at rate and one-half.
- Hours worked in excess of eleven (11) hours per day will be paid at double rate.

- For those Employees who complete the alternate shift schedule, the second overtime shift worked outside the alternate shift schedule in any given week will be paid at double rate.
- Hours worked in excess of ten (10) on Sundays will be paid at double rate.

### ***3. Public holidays***

- Public holidays will be observed on the Thursday and will be paid at ten (10) hours straight time rate.
- The exception to the above is that when Christmas Day, Boxing Day, New Year's Day and Remembrance Day fall on an Employee's work schedule they will be down days, and will be paid at straight time rate for ten (10) hours.
- Hours worked on Public holidays will be paid at rate and one-half.

### ***4. Floating holidays***

- Floating holidays will be paid for ten (10) hours at the Employee's regular straight time rate, regardless of the day taken.

### ***5. Bereavement leave***

- Bereavement leave will be up to three (3) consecutive paid days from work in accordance with Article IX of the collective agreement.

### ***6. Jury duty***

- Jury duty will be administered in accordance with Article IX of the collective agreement on the basis of the schedule and pay rates identified within this Letter of Understanding.

### ***7. Probationary period***

- The probationary period for new Employees hired and assigned to the above alternate shift schedules will be 240 hours worked.

### ***8. Shift premium***

- A shift premium of \$0.40 per hour will be paid for all hours worked.

### ***9. Assignment to shift schedule***

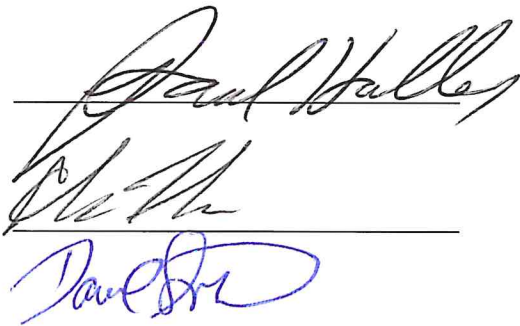
- Whenever transfers are required from the alternate shift schedule to a regular shift schedule, and vice versa, such assignments will posted. In the event that shift transfers are required and there are insufficient applicants, the transfers will be made on the basis of “senior may / junior must”.

#### *10. General principles*

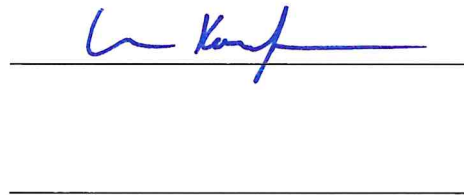
- All benefits for Employees will be provided on the same basis as if they were working a regular forty hour work week. The provisions of the collective agreement will be administered on the principle that an Employee will not lose any benefits over a normal five-day schedule.
- If any clarification is required surrounding issues that arise as a result of the implementation of this Letter of Understanding, it will be referred back to the Company and the Union for resolution.

Dated this 18 day of August, 2022

Signed for USW Local 1-184

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

Signed for Carrier Forest Products Ltd.

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