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Text:

ARTICLE XXI – APPRENTICESHIP TRAINING PROGRAM

Section 1:

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 4, attached hereto and forms part of this Agreement.
- b) The Company will pay the apprentice, while attending training school, the following:
 - i) LIVING AWAY FROM HOME ALLOWANCE
Fifty dollars (\$50) per day to a maximum of three hundred fifty dollars (\$350) per week, for apprentices who are required to maintain a second residence while attending school.
 - ii) TRAVEL ALLOWANCE
Fifty cents (\$.50) per kilometer based on the distance for two (2) round trips to school per technical training period. This distance will be as per a schedule based on the distance between town of employment and the school.

COMMUTING ALLOWANCE, for apprentices who live at home and attend school. Fifty cents (\$.50) per kilometer if commuting greater than 30 kilometres each way from the school, minus the first 24 kilometres each way.

Apprentices who are required to travel by ferry or air will be reimbursed for such fares, where such travel is the most reasonable or the only option available. The apprentice must receive prior approval for such travel.
 - iii) WAGES
Wage replacement of eight (8) hours per day at the regular apprenticeship rate of pay for each day of training attended.
 - iv) APPRENTICESHIP BOOKS & TUITION
While attending training school, apprentices will receive reimbursement for tuition fees and the cost of required text books.
- c) It is agreed the components of the revised Sawfiler apprenticeship program will be completed to the highest level (Sawfiler or Benchperson) as required by the needs of the specific operation.

Section 2: Apprenticeship Selection Tests

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

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



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

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

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

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

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



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Guidelines:

ARTICLE XXI – APPRENTICESHIP TRAINING PROGRAM

Section 1 a):

Supplement No. 4, entitled “Apprenticeship Training Program”, addresses a wide range of issues pertaining to apprentices and is contained in this manual under its own separate supplemental section. For guidelines specific to that supplement, please refer to Supplement No. 4.

Section 1 b):

Any questions on the administration of parts "b" i, ii, iii, iv can be directed to the staff at CONIFER. There is an obligation with respect to “books and tuition”; an apprentice is entitled to reimbursement for tuition fees charged to attend technical training school as well as the cost of required books associated with technical training.

Section 1 c):

The Sawfiler trade and apprenticeship process has been restructured and has condensed the traditional three distinctive trade levels into one trade; **Sawfiler**. There is a “Benchperson” endorsement beyond the “Sawfiler” level. This section outlines that the training activity for a given apprentice, specifically whether arrangements will be made to realize the benchperson endorsement, will be determined by the specific needs of the operation.

Supplement No. 1 (non-evaluated wage rates) outlines the rates of pay for the traditional three distinct sawfiling trades categories (for those still under that system), and the new pay structure for the revised “Sawfiler” trade.



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Section 2: Apprenticeship Selection Tests

The Letter of Understanding entitled, "Selection of Apprentice Procedure", dated December 22, 1994, is attached for reference. This letter is considered an addendum to Supplement No. 4, and addresses issues regarding the testing and selection of apprentices in the former USW Local 1-424 ONLY.

On January 14, 2005 CONIFER and the former USW Locals 1-424 and 1-425 discussed the application of item 9 (b) of the Selection of Apprentice Procedure Letter of Understanding, dated December 22, 1994. The parties agreed that "relevant upgrading" means that:

- The employee must provide clear evidence of the completion of upgrading, and
- "Relevant upgrading" could be in the form tutoring, as long as the individual providing the tutoring is a qualified instructor/tutor in the relevant subject matter or discipline.

During the term of the 2019 - 2013 Collective Agreement, a committee was formed to review all aspects of the administration of apprenticeship training, including but not limited to selection processes and prospective loyalty arrangements. The committee comprised of three members from CONIFER and three members from USW Northern Locals. The committee's efforts culminated in a Letter of Understanding entitled "Apprenticeship Selection and Apprenticeship Training, dated July 25, 2011, and is also attached for your reference. **This Letter of Understanding is ONLY applicable in the CONIFER member operations in the former USW Local 1-425.** Ratification efforts in USW Local 1-424 of the July 25, 2011 Letter of Understanding were not successful and the Letter of Understanding, dated December 22, 1994, continues to be in effect in the CONIFER member operations in the former USW Local 1-424.

Any questions on the testing and selection process can be directed to CONIFER. Administration Manuals for the testing and selection procedures outlined in both the December 22, 1994 and the July 25, 2011 Letters of Understanding are available upon request from CONIFER.



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Current Collective Agreement content pertaining to apprenticeship training includes:

Article XXI	Apprenticeship Training Program
Supplement 4	Apprenticeship Training Program
Letter of Understanding	December 22, 1994 - Selection of Apprentice Procedure (Former USW Local 1-424 operations only - attached below)
Letter of Understanding	July 25, 2011 - Apprenticeship Selection and Apprenticeship Training (Former USW Local 1-425 operations only - attached below)



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LETTER OF UNDERSTANDING
BETWEEN
COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS
AND
IWA-CANADA,
LOCALS NOS. 1-424 & 1-425

Council on Northern Interior Forest Employment Relations on behalf of its members and IWA-Canada, Locals 1-424 and 1-425 agree to amend Supplement No. 4a - Apprenticeship Training Program, Article IV, Selection of Apprentices by the following addendum:

SELECTION OF APPRENTICE PROCEDURE

1. PURPOSE

To establish objective criteria which will give management reasonable assurance that employees entering an apprenticeship, have the ability and desire to become proficient tradesmen and to ensure the union that the senior applicant, who meets the criteria, will become an apprentice.

A process that will ensure future apprentices from the workforce will be able to train, upgrade and grow in the trades.

2. EDUCATIONAL PREREQUISITES

Educational prerequisites will be to those standards established in; Section 5 Testing, and subject to the Provincial Apprenticeship Board requirements.

3. INFORMATION BOOKLET

An apprenticeship information booklet will be developed to provide information on all aspects of an apprenticeship/trade position.

4. INTERVIEW

Applicants will be interviewed, to ensure candidate is well informed on apprenticeship and trade position including; training (practical, trade school, upgrading), communication skills, wages, shifts, responsibilities and job duties.



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5. TESTING

Testing procedures will be as follows.

- (a) Upon the signing of this agreement bilateral seminars will be arranged, where necessary, throughout the Northern Interior to teach both Management and the Union the standard testing procedure.
- (b) The passing grades for the tests will be established by CONIFER and IWA-CANADA in the Northern Interior.
- (c) Tests will be conducted on plant property or near the plant by Management; a Union representative will be present when the tests are given and marked.
- (d) Tests recommended for the self-evaluation will be made available and may be taken by any interested employee. Failure to take such test shall not jeopardize an employee's application for any apprenticeship.
- (e) A standard set of testing instructions and procedures will be developed and authorized by the parties to this agreement and communicated to appropriate management and union personnel throughout the Northern Interior.

6. SELECTION

The senior applicant who qualifies and passes the series of tests, will be selected to become the apprentice.

7. PROBATIONARY PERIOD

The successful applicant will be given a probationary period up to 90 days.

8. SELECTION REVIEW

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

9. RE-TESTING

- (a) It is agreed that where an applicant has failed to pass the series of tests, he/she will be eligible to bid and be re-tested one (1) additional time for each series of tests (mechanical or electrical), on a future apprenticeship posting.
- (b) An applicant who fails the series of tests twice may be re-tested for any future apprenticeship posting if they complete relevant upgrading.



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- (c) Results of all tests will be retained on file in the company's office. An applicant who has met the criteria and successfully passed the requisite tests and is the senior applicant for any future apprenticeship posting, within a three (3) year period, will be considered the successful applicant.

10. MAINTENANCE, MONITORING AND DISTRIBUTION OF TESTS

- (a) Sufficient copies of the tests, answer sheets and marking overlays will be maintained by the Council on Northern Interior Forest Employment Relations.
- (b) Test material will be supplied on request to those operations requiring same and will be returned immediately after use.
- (c) Use of the test will be monitored by the Council on Northern Interior Forest Employment Relations. Such monitoring will maintain a record of applicants tests, successful applicants scores recorded, seniority applied, and provide a follow-up of the successful applicants progress throughout training and an appropriate post training period.

11. TRIAL PERIOD

This agreement replaces the Letter of Understanding "Selection of Apprentices Procedure" dated 17th December 1980, and is for a twelve (12) month trial period, from the date of this agreement. Either party may terminate this agreement upon one (1) month written notice after the completion of the eleventh month.

Signed this 22nd day of Dec 1994.

FOR:
IWA-CANADA,
LOCALS NOS. 1-424 & 1-425

Frank Everett

[Signature]

[Signature]

Wendy

FOR:
COUNCIL ON NORTHERN INTERIOR
FOREST EMPLOYMENT RELATIONS

DB Thompson

[Signature]

[Signature]

[Signature]



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Letter of Understanding

Between

Council on Northern Interior Forest Employment Relations (CONIFER)

AND

USW, Local 1-424

USW, Local 1-425

RE: Apprenticeship Selection and Apprenticeship Training

The Memorandum of Agreement to conclude collective bargaining (dated August 17, 2010) between CONIFER and USW Locals 1-424 and 1-425 contained the following content:

"It is agreed to formulate a committee during the term of the collective agreement to review all aspects of the administration of apprenticeship training, including but not limited to selection processes and prospective loyalty arrangements. The committee will select up to three members from Conifer and three members from USW Northern Locals."

The aforementioned committee has been formulated and has met for the purpose as outlined, and those committee participants are signatory to this Letter of Understanding.

It is agreed that acceptance of the terms of this Letter of Understanding will be recommended by both parties to their respective principals for final settlement this initiative, the terms of which will only go into effect following notice of ratification between the parties.

Subject to the foregoing, the Parties hereby agree:



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1. Applicable Aspects of the 2009 – 2013 Collective Agreement

It is understood that the following is the applicable collective agreement content in regard to the administration of apprenticeship training and the selection of apprentices:

- Article XXI, Apprenticeship Training Program
- Supplement 4A, Apprenticeship Training Program
- Supplement 4B, Apprenticeship Training Program, Trades of Filing and Fitting
- Letter of Understanding, December 22, 1994, Testing and Selection

It is understood that unless specifically modified by the content of this Letter of Understanding, the content outlined above will continue to apply.

2. Enhanced Preparation Resources for Apprenticeship Candidates

It is agreed that a sub-committee will be formulated, consisting of two appointees from CONIFER and two appointees from the USW. The objective of the sub-committee will be to work to develop self study preparation material for prospective apprenticeship candidates. The self study preparation material will be developed to enhance prospective candidate probable success rate on the traditional apprenticeship selection test battery. The sub-committee will engage the assistance of an appropriate adult education consultant and/or other assistance and resources as may be required. Costs for completion of the self study preparation material will be borne by CONIFER. The target completion date for this initiative is October 31, 2011. Upon completion, the self study preparation material will be made available to any USW member, upon request. CONIFER will assume responsibility for stocking an adequate inventory of the self study preparation package.

3. Commitment to a Specified Trade

Any individual hired by the Company as a certified trade qualified (TQ) tradesperson, or any individual 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.

Any individual 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.



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4. Discontinuation of an Apprenticeship in Progress

In the event an individual selected by the Company for an apprenticeship opportunity commences the apprenticeship training process, and

- voluntarily terminates the apprenticeship (after 90 days), or
- is unsuccessful in the progression of the apprenticeship,

then that individual is not entitled to apply on any future apprenticeship training opportunity for a five (5) 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.

5. Disruption of an Apprenticeship in Process due to Curtailment

In the event an active apprenticeship in process is interrupted due to a curtailment of operation at the apprentice's division of employment, the individual may be permitted to continue his/her apprenticeship training at an alternative division of the same Company.

6. Selection of Apprentices

The parties agree to apply an enhanced apprentice selection process to the selection of apprentices for apprenticeship training opportunities. The intent of the enhanced process is to select the most suitable applicant, based on expanded selection criteria, to be indentured into an apprenticeship in the corresponding trade.

The particulars of the enhanced apprentice selection process are outlined in Appendix no. 1 to this Letter of Understanding. It is understood that an employee must have one year of seniority with the Company at the time of the posting to be considered as a candidate for an apprenticeship.

The design of the enhanced apprentice selection process is based on the operation of the system initially agreed to between Riverside Forest Products Ltd. (now Tolko, Creekside Division) and IWA-Canada, Local 1-425 (now USW Local 425).

It is understood that a selection committee will be established at each operation. This committee will have the responsibility for administration of the enhanced selection process outlined under Appendix no. 1. The operational selection committee will consist of one representative appointed by Management and one representative appointed by the Union.



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Two representatives from CONIFER and two representatives from the USW will be designated to provide training and support to each operational selection committee in order that the enhanced selection process may be properly administered. A 'scoring guidelines' reference manual will be available for the operational selection committee.

Any difficulty which may arise under the operation of the enhanced selection process will be referred to the CONIFER – USW committee signatory to this Letter of Understanding for resolution.

7. Company Commitment to Apprenticeship Training

Following notice of ratification of this Letter of Understanding between the parties, the following table outlines the applicable definitive commitment to apprenticeship training activity which will be adhered to at each operation.

Operation	Number of apprentices (within the first two years from ratification date)
Conifex Inc., Ft. St. James Division	2
Conifex Inc., Mackenzie Division	2
Dunkley Lumber	2
Hampton Affiliates, Babine Forest Products	3
Lakeland Mills Ltd.	1
Tolko Industries, Quest Wood Division	3
Tolko Industries, Lakeview Division	4
Tolko Industries, Creekside Division (*)	4
Tolko Industries, Soda Creek Division	2
West Fraser Timber Company Ltd. (Williams Lake Planer Division)	1

It is understood between the parties that an unforeseen economic downturn will render the above outlined commitment infeasible. Should a deterioration of industry economics be considered of that nature, the CONIFER-USW apprenticeship review committee will reconvene to discuss particulars, and implications for the application of this Letter of Understanding.

(*) – Contingent on resumption of operation.



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8. 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 1 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.

Signed this 25th day of JULY, 2011.

For:

CONIFER:

Mark Leonard

USW, Local 1-424, and 1-425:

Bryan Eboyle
R. D. Buehler



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Selection and Indenturing of New Apprentices and Hiring of Apprentices

It is important to note that the matter of indenturing new apprentices and the hiring of apprentices from outside an operation was discussed at the bargaining table during 2009 - 2010 collective bargaining. A letter was provided from CONIFER to the USW committing to maintain historical practices in this regard. A copy of this letter is provided here for ease of reference.

The purpose of the letter below is to affirm this traditional practice.



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Frank Everitt, President
USW, Local 424

August 17, 2010

Bill Derbyshire, President
USW, Local 425

RE: Selection and Indenturing of new Apprentices, and Hiring of Apprentices

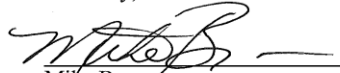
With regard to the selection and indenturing of new apprentices, it is acknowledged that the practice has been to do so from within the bargaining unit in accordance with the testing, selection and administrative processes contained in the collective agreement.

The hiring of apprentices in the latter stages of an apprenticeship has rarely occurred.

The purpose of this letter is to affirm this traditional practice:

- The selection and indenturing of new apprentices will continue from within the bargaining unit in accordance with applicable testing, selection, and administrative processes under the collective agreement. It is also understood that changes to these processes may be implemented as a result of the outcomes of the apprenticeship committee established under Item 11 of the Memorandum of Agreement regarding the 2009-2013 collective agreement.
- It is understood that outside hiring of an apprentice in the latter stage of an apprenticeship could take place when efforts to recruit and retain corresponding journeymen have been challenging.

Sincerely,


Mike Bryce
Executive Director





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Text:

ARTICLE XXI – APPRENTICESHIP TRAINING PROGRAM

Section 3: Apprenticeship Loyalty Agreement

An employee upon completion of an apprenticeship opportunity is encouraged to work in the journey person position for a minimum of four (4) years as a return to service commitment. Should the employee voluntarily leave the Company within the four (4) years, the employee's obligation for repayment of costs for schooling (tuition and books) and out-of-town expenses will be reimbursed by the employee on the basis of the following:

- Leaves before serving one (1) year – 100% reimbursement.
- Leaves after serving one (1) year but before serving two (2) years – 75% reimbursement
- Leaves after serving two (2) years but before three (3) years – 50% reimbursement
- Leaves after serving three (3) years but less than four (4) years – 25% reimbursement

Guidelines:

ARTICLE XXI – APPRENTICESHIP TRAINING PROGRAM

Section 3:

As of the date of the admin manual update, CONIFER is working with the IFLRA to finalize administration guidelines/advice for this subject. We will update this manual chapter in due course once completed