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Text:

SUPPLEMENT NO. 5:
BC NORTHERN INTERIOR SAWMILL & POLEYARD
JOB EVALUATION PLAN

Article 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.

Article 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 West Fraser, one (1) designated representative of Canfor, and two (2) or more designated representatives of the USW.

Article 3 - Function of the Industry Standing Committee

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

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

Article 4 - Industry Job Evaluation Committee

- a) Each company participating in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan shall designate an evaluator to be its member representative to the Industry Job Evaluation Committee and the 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.



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Article 5 - Plant Job Review Committee

- a) There shall be a committee constituted in each 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 the 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.

Article 6 - Function of the Plant Job Review Committee

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed on 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 Article 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy 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 Article limits the rights 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.



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ARTICLE 7 - Application of Program

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

Planermill Maintenance Technician I and II
Millwright
Machinist
Blacksmith
Welder
Pipefitter - including Sprinklerperson
Mechanics
Electrician
Painter
Carpenter
Bricklayer
Steamfitter
Boilermaker
Saw Filers, Fitters, Benchperson and helpers
Engineers (Boiler House)
Firemen (Firepersons) (Boiler House)
Grinderperson
Oiler
and Improvers and Helpers to the above trades.

ARTICLE 8 - Direction of Work

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

ARTICLE 9 - Re-evaluation

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

ARTICLE 10 - New Jobs Created

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



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

ARTICLE 11 - Red Circle Protection

- a) The Company shall supply the Union with a list of employees holding red 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.

ARTICLE 12 - Referral Procedure

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.
- c) If the Industry Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for settlement.
- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union local. In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of the USW and the employer representative care of the offices of the

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Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

ARTICLE 13 - Training Program

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

ARTICLE 14 - General Provisions

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

Guidelines:

Article 1 – Principles and Procedures

Emphasizes the authority of Article XXV Sawmill Job Evaluation, Section 1. The Manual referred to is for the **sole use of the Industry Job Evaluation Committee (Evaluators)** to prevent the possibility of its application being misconstrued.

In addition to the Manual, Evaluators have developed specific Benchmarks, Guidelines and Interpretive Notes in order to ensure a standardized application of the factors.

Article 2 – Industry Standing Committee

Consists of representatives from the Employers party to the Plan and representatives of USW District 3 and Local Union 1-2017.

Article 3 – Function of the Industry Standing Committee

Authorizes this Committee to address and negotiate changes to the Plan and to resolve issues referred to them by the evaluators.



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Article 4 - Industry Job Evaluation Committee

The Evaluators consists of equal representation of the Union and participating Employers. The committee (Evaluators) consists of one representative from USW Wood Council and one from CONIFER.

Sub-paragraph d) dictates that the joint gradings and hourly rates established by the Evaluators are final and binding to both the Union and participating Companies.

Article 5 - Plant Job Review Committee

Authorizes the structure of the Plant Job Review Committee and excludes Job Evaluators from serving on this committee.

Paragraph b) provides for the reimbursement of hourly paid employees for time-lost while acting as a member of the committee, participating in the training program (seminar), or providing information regarding their own job. This provision is not intended to create opportunity for overtime pay and specifically refers to time-lost to eliminate the necessity for paying an employee for time spent outside of their regular working hours. The Company is not required to pay any person who is not one of its own hourly employees for time spent on Review Committee business.

Article 6 - Function of the Plant Job Review Committee

Deals exclusively with the function and responsibilities of Plant Job Review Committee, and it is imperative the content is fully and accurately understood by each committee member. The body of paragraph No. 6 outlines sequential procedures for initiating a request for Evaluation, or Re-evaluation of jobs through to the final establishment of rates for these jobs.



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Request for Job Evaluation or Re-evaluation

The initiation, or submission of a Request for Job Evaluation by either an individual employee, or the local management representative, is to be given immediate attention by the Plant Job Review Committee. The committee will ensure a Request for Job Evaluation form is completed in detail and properly endorsed. **The detailed completion of this form cannot be over-emphasized.**

Having exercised its prerogative to either accept, or reject a request, the Plant Job Review Committee is then responsible to ensure the request form contains all pertinent information. The name and location of the Company, or division is important, for without it, Evaluators cannot determine what job is to be evaluated. The present Category Title, Grade and Rate will indicate whether, or not, that particular job has been previously evaluated, and if present records should be adjusted as circumstances dictate. The applicant's name is important in that it will enable Evaluators to approach that particular individual should some inquiry arise as to Job Content, or otherwise.

Retroactive pay, Red Circle Protection and Letters of Understanding can only be determined through unanimous agreement by the Plant Job Review Committee in determining the date upon which a Change in Job Content occurred, OR a New Job was initiated. This particular section of the form protects both the employee's and management's position under Job Evaluation.

A brief statement indicating the Specific Reason(s) for the request will assist Evaluators in determining if the judgement of the Plant Job Review Committee was correct in establishing the Job status as being a New Job or Change in Job Content. This again assures the protection of the individual employee or management.

Documentation of the Date Request was acted upon and Disposition will determine the efficiency of the particular Plant Job Review Committee and provide a record of their activities.



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Endorsement of the Request for Job Evaluation by members of the Plant Job Review Committee verifies unanimous agreement of details contained in the request, or as otherwise indicated on the form in writing. Should disagreement occur in whole, or in part, it is suggested protesting USW or Management Committee members, indicate their protestations in writing on the form prior to forwarding to the Evaluators (Evaluation Committee).

Communications between the Evaluators and Plant Job Review committee is defined in detail in Paragraph 6, sub-paragraph c). The responsibility of the Review Committee to effectively communicate the outcome of an evaluated Job, or the reasons for which a particular application was rejected by the Committee, is clearly established.

Notwithstanding any of the foregoing sub-paragraph d) of paragraph 6, establishes the authority for Evaluators (Evaluation Committee) to amend applications, or Job Descriptions as a result of their direct or indirect observations.

A complete elaboration of the program, along with the relevant Request for Job Evaluation forms and blank Job Study Records are available at the following Industry Job Evaluation website: <https://forestryjobevaluation.ca/>

Article 7 – Application of Program

Deals with the exclusion of trades and maintenance categories from Evaluation. The particular jobs excluded are clearly indicated in list order. Rates for these are established through Collective Agreement negotiations and are currently listed under Supplement No. 1 of the Collective Agreement.

Article 8 – Direction of Work

Permits Companies to create new jobs, assign additional duties to existing jobs, or reduce responsibilities of existing jobs as circumstances dictate, provided however, that any sufficient change is subject to the Evaluation process.



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Article 9 – Re-Evaluation

Establishes the responsibility of management to pay retroactively any increase in job rate as a result of Re-Evaluation. The Plant Job Review Committee has a responsibility to protect the individual employee's interests by prompt submission of application. A reduction in job rates due to re-evaluation, results in Red Circle protection at the incumbent's previous rate.

Article 10 – New Job Created

Authorizes the Companies to establish temporary, or interim rates, for newly created jobs, pending evaluation. Should initial evaluation of a new job result in a higher rate than the temporary rate set, the employee is entitled to retroactive pay from the date the new job was installed. In the event a lower rate than the temporary rate is established through evaluation, the incumbent will continue at the temporary rate, (Red Circle Protection).

Companies are advised to consult with the CONIFER Evaluator prior to establishing a Temporary (or Interim) Rate for a new job in order to minimize the possibility of creating a higher rate than necessary which may result in Red Circle Protection for the incumbents on that job once the job is formally evaluated.

Article 11 – Red Circle Protection

Outlines those circumstances in which employees may be entitled to Red Circle Protection. Plant Job Review Committee members should be thoroughly familiar with all provisions for Red Circle Protection, thus ensuring contractual obligations are adhered to throughout the Evaluation process.

Red Circle Protection results only through the Job Evaluation process. An employee who bids out of a job is no longer entitled to Red Circle Protection for that job.



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Article 12 – Referral Procedure

Establishes the lines of communications and Referral Procedures through which the Sawmill Evaluation Committee and the Plant Job Review committee must function. The Evaluation Committee (Evaluators) release their decisions in the form of a bilaterally endorsed Letter of Understanding directed to both the USW locals and Company representative of the Plant Job Review Committee. The addressing of correspondence is specifically outlined in sub-paragraph d). Provisions are also established delegating the responsibilities of committees to communicate the results of evaluations to job incumbents and applicants. It is the responsibility of each Committee member to become familiar with and ensure communication and referral procedures are properly conducted.

The final and binding aspects of the Evaluation Committee are established in Paragraph 12, sub-paragraph b) which also provides for the re-evaluation of any or all jobs after a five (5) year period has elapsed since previous evaluation. However, this content does not create an obligation on the Company to submit jobs that have not been subject to evaluation for the past five (5) years.

In the event members of the Sawmill Evaluation Committee (Evaluators) are unable to agree on the results of an Evaluation, a referral procedure is provided in that the matter will be jointly decided by the B.C. Northern Interior Industry Standing Committee.

Article 13 – Training Program

A training program (seminar) for Plant Job Review Committee members has been designed and is jointly delivered from time to time by the Union and Industry Evaluators. The seminar contains valuable and practical information on all Job Evaluation matters and is available upon request.



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Article 14 - General Provisions

Requires that Plant Job Review Committee members give written communication to the Industry Job Evaluation Committee that a job has been terminated or not operational during a period of one (1) year.

This is most easily communicated to the Evaluators by a jointly signed notation against the non-existent job appearing on the most recent Updated Record of Evaluated Categories on file at the Company's office. In practice, the Evaluators seek to clarify obsolete jobs while on site for purposes of Job Evaluation.