

COLLECTIVE AGREEMENT

Between

**WEST FRASER MILLS LTD.
WILLIAMS LAKE PLYWOOD DIVISION**

and

**UNITED STEELWORKERS
LOCAL 1-2017, C.L.C.**



Effective: July 1, 2018 to June 30, 2023



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A G R E E M E N T

THIS AGREEMENT, entered into
this 1st day of July 2018.

BETWEEN:

WEST FRASER MILLS LTD
(WILLIAMS LAKE PLYWOOD DIVISION)
(Hereinafter known as the "Company")

OF THE FIRST PART

AND:

UNITED STEELWORKERS,
Local 1-2017, C.L.C.
(Hereinafter known as the "Union")

OF THE SECOND PART

1. **WHEREAS** it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND
2. **WHEREAS** the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
3. **WHEREAS** the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company,

NOW THEREFORE the Parties hereto mutually agree as follows:

ARTICLE I - BARGAINING AGENCY

Section 1:

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

Section 2:

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

ARTICLE II - DEFINITION

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

ARTICLE III - MANAGEMENT

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.

ARTICLE IV - UNION SECURITY

Section 1:

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

Section 2:

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

Section 3:

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.

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, as revised 1988 and in accordance with the By-Laws of Local 1-425, which the Local Union Certified as being correct as of July, 1982.
- 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:

The Company shall require all new employees, at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. All make sure off forms to be forwarded to the Local Union within fifteen (15) days of hiring.

Section 7:

This assignment, in the case of Employees already members of the Union shall be effective immediately and for those Employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union 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.

Section 8:



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

Section 9:

Employer Deductions From Wages - Employee Benefit Plans
- The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties.

Section 10: New Hires

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

		UNITED STEELWORKERS CHECK-OFF			
DATE _____ YEAR _____		NAME OF EMPLOYER _____			
<u>PLEASE PRINT</u>		OPERATION _____			
EMPLOYEE _____		BIRTHDATE (DD/MM/YYYY) _____			
EMAIL _____		CELL _____		PHONE _____	
MAILING ADDRESS _____		CITY _____		POSTAL CODE _____	
SOCIAL INSURANCE NO. _____		Are you a member of the United Steelworkers? _____			
In what operation were you last employed? _____		Local Union _____			
I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts set out below:		I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.			
1. Union Initiation Fees in the amount of \$ _____		SIGNATURE OF APPLICANT _____			
2. Union Back Dues in the amount of \$ _____		EMPLOYEE NO. _____			
3. Union Dues \$ _____ per month commencing _____ Year _____					
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.					

Keep Original, Forward YELLOW copy to Local Union

ARTICLE V - WAGES

Section 1:

- a) Effective June 15, 2018 provide a 2% wage increase to all hourly rated employees plus a \$500.00 lump sum payment.

Effective June 15, 2019 provide a 2% wage increase to all hourly rated employees.

Effective June 15, 2020 provide a 2% wage increase to all hourly rated employees plus a \$500.00 lump sum payment.

Effective June 15, 2021 provide a 2% wage increase to all hourly rated employees.

Effective June 15, 2022 provide a 2.5% wage increase to all hourly rated employees.

- b) Employees who have left the employ of the Company must apply within thirty (30) days of ratification to be eligible for retroactive pay flowing from this Agreement.
- c) The Parties agree that the minimum rate in the mill for common labour shall be:

\$29.48 per hour effective June 15th, 2018

\$30.07 per hour effective June 15th, 2019

\$30.67 per hour effective June 15th, 2020

\$31.28 per hour effective June 15th, 2021

\$32.06 per hour effective June 15th, 2022

Welder's Rates of Pay

The following shall be the recognized classifications of "Welder" in the collective agreements as per the criteria established by the British Columbia Industry Training Authority (ITA). Wage Rates shall be as per Supplement No. 1, Wage Scale B.

Welder Level C – means a person who has a “Welder C” qualification granted from the ITA

Welder Level B – means a person who has a “Welder B” qualification granted from the ITA

Welder Level A – means a person who has a “Welder A” qualification granted from the ITA.

Section 2: Grading Tickets

a) Lumber Graders

All certified lumber graders shall receive the premiums set out below, in addition to the Job Evaluation Rate.

Class A Grading Certificate - fifteen cents (15¢) per hour.

Class B Grading Certificate - ten cents (10¢) per hour.

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

b) Lumber Grading Certificates

Any employee holding a Class A or B Lumber Grading Certificate shall receive a premium of five cents (5¢) 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 I.L.M.A., C.L.M.A., C.O.F.I., N.I.L.A., P.L.I.B., and other regulatory bodies.
- d)** All lumber graders holding grading certificates shall attend upgrading classes as required.
- e)** Lumber graders who are required to attend upgrading classes (grading rule changes) shall receive their regular straight time rate for time spent attending such classes.

- f) Where a company is paying a bonus or premium(s) greater than set out above, it shall keep such Policy in effect.

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 (5 cents) per hour over and above their job rate. There shall be not stacking or pyramiding of premiums.
- b) Where a Company is paying a bonus or premium(s) greater than set out above, it shall keep such policy in effect.

Section 4:

Effective March 1, 2014 all scalers, holding a valid scaling ticket, will receive a \$0.50 per hour premium, when working as a scaler.

Section 5:

It is agreed that employees engaged on contract or piecework shall not receive less money than the equivalent of the hourly rate specified in the wage schedule for the number of hours worked in each pay period.

Section 6: Shift Differential

The first shift is the recognized day shift. Hours worked outside the recognized day shift shall be regarded as the second and third shifts. A shift differential of forty cents (40 cents) per hour shall be paid for second and third shifts. A day shift employee working in excess of their regular shift shall be paid rate and one-half without the differential. Any employee on the second or third shift working in excess of their regular shift shall receive rate and one-half. For the purpose of the last sentence, rate shall be rate plus forty cents (40 cents). Persons employed other than on regular shifts shall be paid the forty cents (40 cents). Persons employed other than on regular shifts shall be paid the forty cent (40 cents) shift differential for all hours worked outside the recognized day shift.

Section 7:

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

Section 8:

Effective June 15, 1981, the Company agrees to pay a Power Saw allowance of fifteen dollars (\$15.00) per day to Mill Buckers who maintain and operate their own Power Saws. Effective June 15, 1982 the allowance is increased to eighteen dollars (\$18.00) per day.

ARTICLE VI - PAY DAYS

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

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, subject to the exceptions contained in Sections 2 and 3 of this Article.
- b) Overtime for production workers will be paid at rate and one-half for all hours worked in excess of eight (8) in a day and for Saturday and/or Sunday work, with the following exceptions:

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

- i) Hours worked in excess of eleven (11) hours per day.
 - ii) Hours worked on Sunday by employees who have worked five (5) shift 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 the purpose of these provisions, a Statutory Holiday shall be considered as a shift worked.
- c) If a Statutory 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 Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one half.

Section 2:

- a) Those employees who, of necessity, regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employees and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these Employees shall be paid rate and one half for work performed on Sunday. Overtime rates shall apply when the regular daily or weekly work limit has been exceeded. Overtime rates shall apply on the rest days of these Employees, if worked, unless a change in rest days has been agreed upon between the Employees and the Company.
- b) For the purpose of this Section only, employees shall be Engineers, Firefighters, Operating Millwrights, Maintenance Workers and Watchmen.

- c) Maintenance, Repair, Clean-up and Construction Employees can be employed on a Tuesday to Saturday work week, for which they shall be paid straight time for Saturday work. In such event, Sunday and Monday shall be recognized as their rest days and any work performed on their rest days shall be paid for at rate and one half. The rest day, Monday, may be changed by mutual consent between the Employee and the Company. In such event, work performed on Monday shall be paid for at straight time. If the Employee works on Monday at the request of the Company, the rate of pay will be rate and one half. However, if the employee requests a temporary change from their rest day on Monday, work performed on Monday shall be paid for at straight time.
- d) If a Statutory Holiday occurs on the Employee's regular day off, they shall be entitled to take their next regular work day off without pay.

Section 3:

The weekly and daily hours shall be in accordance with the Hours of Work Act of British Columbia.

Section 4: Alternate Shift Scheduling

- A) Management shall have the right to implement the following shift schedules:

- 4-10's between Monday and Thursday
- 4-10's between Tuesday and Friday
- 4-10's Split Monday-Friday
- 3-12's Friday-Sunday
- 3-12's Saturday-Monday

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

- a) A seventy five cent (\$0.75) per hour premium will apply
- b) The parties must mutually agree on details of the shift as per Article VII, Section 4a) C.

When alternate shift schedules have been implemented in accordance with the above, the following overtime provisions will apply:

- a) Rate and one-half shall be paid for the following:
 - i) After the completion of the regularly scheduled shift.
 - ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
 - iv) All hours worked on Sunday except those excluded in the casual section.
- b) Double straight time rates shall be paid for the following:
 - i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hour shifts. For twelve (12) hours shifts, all hours in excess of the regular shift.
 - ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
 - iii) For those employees that complete the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.

- c) The parties must mutually agree on resolution of issues such as:
 - i) Details of shift, i.e. start and stop times. This is not intended to restrict the Company's ability to modify the details of shifts for legitimate operational reasons.
 - ii) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.

General Principles

When these alternate shift schedules are in effect other provisions of the Collective Agreement will be administered on the principle that an employee will not lose or gain any benefits over their normal five-day schedule.

- 1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- 2. Different parts of an operation may be scheduled on different shifts.
- 3. This Section shall not change existing operational alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing operational alternate shift. An existing alternate shift agreement will cease to exist if it has not been operational for one year.
- 4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- 5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.

6. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.
9. The Company will not change an employee's work schedule to avoid a statutory holiday.

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

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

4 x 10 Shift Schedules

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

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

3 x 12 Shift Schedules

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

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

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

10. For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (15) minute break plus a one-half (1/2) hour unpaid meal break.
11. For twelve (12) hour shifts, rest periods will be one (1) ten (10) minute break and one fifteen (15) minute break plus a one-half (1/2) hour paid meal break.
12. Bereavement Leave and Jury Duty shall be paid consistent with Article IX. These days will be paid at the regular daily wage consistent with the work schedule.
13. Shift Differential shall be paid only for those hours worked outside the recognized dayshift for those employees working the alternate schedule in effect for that crew working in that part of the operation.

14. The Company will provide notice of two weeks to the Local Union prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.
 15. For those employees working an alternate shift, the sixty (60) working days referenced in the probationary period section of the Seniority Article will be changed to four hundred and eighty (480) working hours.
 16. On a split 4x10 shift, the schedule will delineate the employee's rest day.
 17. All other provisions of this collective agreement will apply except for those that are modified by this section.
- B) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, 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.
- C) Any variation(s) to the preceding Sections denoting normal hours of work, other than those addressed in (a) above, shall be implemented only upon completion of the following steps:
- i) Negotiated agreement between the Local Union and Local Management.
 - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of West Fraser Corporate Labour Relations and/ or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.

- iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate Shift Agreement. The individual selected to act as mediator will be by agreement.
 - iv) Majority approval by the employees involved in the proposed variations.
- D) When alternate shift schedules have been implemented in accordance with B) and C) above, the following overtime provisions will apply:
 - a) Rate and one-half shall be paid for the following:
 - i) After the completion of the regularly scheduled shift.
 - ii) Hours worked in excess of (40) hours per week or forty (40) hours average when there is an averaging period.
 - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
 - iv) All hours worked on Sunday except those excluded in the casual section.
 - b) Double straight-time rates shall be paid for the following:
 - i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hours shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.

- ii) All hours worked on a Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
- c) Supplement No. 8, Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules established in accordance with section b) through d) above.

Section 5: Three Shift Operation

- a) The Company shall have the right to operate the plant or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours' pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option. For "Bobtail Shifts", the Company shall have the option to commence the first shift at the start of the week and after a statutory holiday up to one and one half (1 1/2) hours early provided that time and one half is paid for the hours worked on Sunday or Statutory holidays.
- b) Section a) above shall only apply to those employees actually working on a three shift basis.

Section 6:

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

Section 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.

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:

All employees in manufacturing plants shall be entitled to two (2) ten (10) minute rest periods during each regular shift; provided always that the Company shall have the right to use relief employees in implementing this provision. When a shift that is less than seven and one-half (7 1/2) hours (ie. six and one half (6 1/2) hour graveyard shift) is established or re-established only one (1) break will be given.

Grandfather the two (2) ten-minute breaks for the existing Graveyard shifts.

Section 12:

- a) The term "Casual Work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "Casual Employees".
- b) Casual employees on maintenance, repair or preparatory work shall be paid at straight-time job rates, and those on production shall be paid rate and one half for all work performed on Saturday or Sunday.
- c) Casual work on maintenance, repair and preparatory work will be paid at straight-time job rate.
- d) Regular laid-off employees shall not be classified as Casual Employees and shall have preference for available work over the said casual employees.
- e) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause d), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

Section 13:

When an employee is unavoidably prevented from reporting to their scheduled shift, if reasonably possible, they must give notice to their foreman, or at the Company office, at least two (2) hours before the shift commences.

Section 14:

Where maintenance, repair and construction employees are required to work two (2) hours or more unscheduled overtime beyond their normal shift, the Company shall provide a hot meal to be consumed by the employees before beginning the shift.

ARTICLE VIII - SENIORITY

Section 1:

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until sixty (60) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- b) Upon completion of sixty (60) days worked they shall be regarded as regular employees and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however that the probationary period of sixty (60) days worked shall only be cumulative within the six (6) calendar months following the date of entering employment.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of (c) above, probationary employees will be called in for work in accordance with their hire 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 worked one shift in the 24 hour period.

Section 2:

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

Section 3:

- a) The Company recognizes the principle of seniority, competency considered.
- b) The application of seniority shall be determined by Division as set out below:
 - 1. Plywood Division
 - 2. Open Division
- c) The seniority provisions of this Agreement shall apply separately to each division. Employees who have been laid off shall, in the event of job openings occurring in another Division, be given preferential hiring on the basis of seniority entitlement.

Section 4:

- a) The Company shall have the right to select its employees and to discipline them or discharge them for proper cause.
- b) Promotions shall be entirely a matter for the Company's decision, likewise the selection of supervisory officials, but in making promotions, other things being equal, the company agrees to give due consideration to the length of continuous service.

Section 5:

It is agreed that companies signatory to this agreement shall give preference in hiring, competency considered, on the following basis, in the following order:

- 1. Laid off employees of the Company who have previous Company seniority and are seeking employment as a result of operational closures or crew reductions in other divisions of the Company.

2. Previous employees of the Division who have both previous seniority and an application on file
3. Previous employees of the company who have previous company seniority and are seeking employment as a result of operational closures or crew reductions in other operations of the company.
4. Laid off employees of other forest industry companies in the communities, who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days.
5. Laid off forest industry USW members of Local 1-2017 who are seeking employment as a result of operational closures or crew reduction in excess of ninety (90) days
6. Persons who qualify for preference, and wish to exercise their rights to preference, must make application within six months of the operational closure or the ninety day layoff period.

Applications will be kept on file as active for 60 days. After which time, applications must be renewed by the person seeking employment, or no preference shall be considered.

Section 6:

- a) It is agreed that when employees are to be re-hired after a lay-off it shall be done on the basis of the last person released shall be the first person re-employed, subject to provisions of Section 3a). It is agreed that in case 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 these provisions it shall notify the Committee or the Local Union immediately.

- b) 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 these provisions, it shall notify the Shop Committee as soon as possible.
- c) 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 to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1. Details to be worked out between the Local Union and the Company.
- d) 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 to obtain a lower paid job or a job paying the same rate of pay or accept a lay-off until their regular job becomes available, provided however:
 - i) If during the lay-off period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.
 - ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.

Section 7:

In the event of a reduction of the forces, the last person hired shall be the first released, subject to the competency of the person involved and the provisions of Section 3 a).

Section 8:

It is agreed that when employees are to be re-employed after a lay-off it shall be done on the basis of the last person released shall be the first person re-employed, subject to the provisions of Section 3 a).

Section 9:

- a) When re-employing in accordance with Section 8, after a shutdown all employees shall be notified by telegram or registered letter at least seven (7) days before restart of operations. The employees must reply by telegram or registered letter in the affirmative within ninety-six (96) hours of the telegram or registered letter being sent out by the Company and appear for work not later than the end of the above stated seven (7) day period.
- b) Employees resident in the Province of Alberta or the Yukon Territory shall be entitled to one (1) additional day to report and employees resident in any other Canadian Province or the United States shall be entitled to two (2) additional days to report.
- c) It shall be the employees' responsibility to keep the Company informed of their addresses during the period of the shutdown.
- d) It is agreed that all employees shall, upon returning to employment in accordance with this Section, retain all seniority rights.

Section 10:

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 shall retain their seniority for a period of eight (8) months.

- b) Effective July 1, 2003, 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 under a) and b) above is reinstated on the completion of one (1) day's work.

Section 11:

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 Shop Committee.) At the expiration of the period mentioned above, their seniority will be frozen. Thus, if at a later date they cease to be a supervisory or staff worker and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the bargaining unit, provided however that any employee so reinstated must return to the job held at the time of their promotion to the supervisory or staff position.

Section 12: Transfer of Company Seniority

- a) Where employees of a company operation are offered and accept a position in another division of that Company and successfully complete their probationary period, then their prior Company service date will be applied for annual vacation entitlement and vacation pay purposes.
- b) Employees will be entitled to a maximum of one floater per employee per year in the event of a transfer.

ARTICLE IX - LEAVE OF ABSENCE

Section 1:

- a) Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Article must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.
- b) Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such period of leave.

Section 2:

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:

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.
- b) The Company will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.

- c) It is agreed that before the employee receives this Leave of Absence as set forth in Clauses a) and b) above, the employer will be given notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will cooperate with the Company in making substitute employee(s) available or select alternate delegates to attend Union functions.

Section 4: Compassionate Leave

By mutual agreement leave of absence will be granted to a maximum of six (6) months without pay to the employees for compassionate reasons or for education or training or extended vacation purposes, conditional on the following terms:

- a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That 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) That the Company will consult with the Shop Committee in respect of any application for leave under this Section.
- e) The Company will only be obliged to grant leave of absence for educational and training purposes to employees who intend to take training that will assist the individual in obtaining skills related to the industry.

- f) It is agreed that employees requesting leave of absence for extended vacation during the months June 15 to September 15, shall only be granted such leave once every three (3) years, and that a record be kept for the purpose of rotating such leaves.

The Union agrees it will provide a letter regarding problems which arise from extended vacation applications.

Compassionate Care Leave:

- a) In the following sub-sections “family members” 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 5: 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 days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principle established in Article IX, Section b).
- c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, grandparents, grandparents-in-law, grand-children, step-children, sons-in-law and daughter-in-law.
- d) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 6: 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 pay 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 pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.

- b) Any piece worker who is required to perform Jury Duty shall be compensated for the difference between statutory pay received for Jury Duty and their job rate in accordance with the principle established in Article XI, Section 2 b).
- c) 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 7: 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 8: Family Responsibility and
Compassionate Care Leave, Family Leave**

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

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

Section 9: Pregnancy and Parental Leave:

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

- f) An employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under sub-section (b) or (e).

Section 10: Domestic Violence Leave:

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

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

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

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

Reasonable documentation may be required to take domestic violence leave.

ARTICLE X - VACATIONS WITH PAY

With respect to annual vacations and vacation pay the following provisions will apply:

Section 1: One to Two Years' Service

The annual vacation for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon five per cent (5%) of the total wages or salary earned by the employee during the period of entitlement, or eighty (80) hours at the hourly rate of the employee's regular job, whichever is the greater.

Section 2: Two to Seven Years' Service

- a) The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon seven per cent (7%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

Section 3: Seven to Fifteen Years' Service

- a) The annual vacation for employee with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks, and the pay therefore shall be based upon nine per cent (9%) of the total wages or salary earned by the employee during the period of entitlement, or one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation periods provided for in Sections 1 and 2 herein.

Section 4: Fifteen to Twenty-four Years' Service

- a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five weeks, and the pay therefore shall be based upon eleven per cent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, or 3.

Section 5: Twenty-four to Thirty Years' Service

- a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefore shall be based upon thirteen percent (13%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and forty (240) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Section 1, 2, 3, or 4.

Section 6: Thirty Years' Service

- a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven weeks, and the pay therefore shall be based upon fifteen percent (15%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.

- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4, or 5.

Section 7: Vacation Pay on Termination

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

Section 8: Vacation Time

- a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production will not be impaired.
- b) The Company shall allow an employee who is entitled to an annual vacation to take all their earned vacation time.
- c) Employees must take their minimum employment standards vacation entitlement.
- d) The employee will have the option to forego (i.e. be "paid out") any part of their earned vacation in excess of (c).
- e) The Company and Local union will agree on appropriate "prime time dates" and will base their local policy on the Attached Vacation Policy.

Section 9: Payment of Vacation Pay

- a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off

or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.

- b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- c) In the case of a pieceworker, the rate of the employee's regular job will be determined by computing the employee's hourly average earnings for the days actually worked during the pay period immediately preceding the common cut-off date or the employee's anniversary date, as the case may be.
- d) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
 - i) In the case of one (1) year, one per cent (1%) of their gross earnings between the date of employment and the date of the last common cut-off date;
 - ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of their gross earnings between the date of their last anniversary date and the date of the last common cut-off date.

Section 10: 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 that the employee returns to their employment.

- b) Absence due to illness up to a period of one (1) year, provided that the employee returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- c) Absence due to bereavement leave in accordance with the terms and conditions of Article IX, Section 6.
- d) Absence due to time served on jury duty, including Coroner's jury, or time served as a crown witness or Coroner's witness in accordance with the terms and conditions of Article IX, Section 7.
- e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 11: Qualifications for Vacation Pay - Regular Job Rate Method

- a) i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
- ii) Where there is a common vacation pay cut-off date, for 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) Statutory Holiday hours;
 - iii) Jury and Crown witness duty;
 - iv) Bereavement leave;
 - v) Vacation hours;
 - vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to 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 to 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. x) 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 the greater.

- x) All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

Section 12: Employment Standards Act

Part 4 - Annual Vacation of the Employment Standards Act, S.B.C., 1980, c. 10, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI - STATUTORY HOLIDAYS

Section 1:

- a) All hourly-rated employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one half for all hours so worked.
- b) In the event one of the above Statutory Holidays falls on a Sunday, the previous Friday or the following Monday shall be observed as the Holiday. In the event that one of the within named Statutory Holidays falls on a Saturday it shall be observed on the preceding Friday or succeeding Monday as agreed between the Company and the Shop Committee.
- c) In case of a maintenance employee where one of the Statutory Holidays is observed on their rest day, they shall have a day off without pay in lieu thereof at a mutually agreeable time.

Section 2:

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

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day

- b) Piece work employees shall receive pay for the Statutory Holidays for which they qualify, based on the daily average earnings for the days actually worked during the previous thirty (30) working days.
- c) All hourly-rated employees working on a paid holiday shall receive rate and one-half for hours worked on such day in addition to the holiday pay to which they may be entitled.
- d) To qualify for Statutory Holidays, an employee must have been on the company payroll for the thirty (30) calendar days immediately preceding the Statutory Holiday and must have worked their last 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.
- e) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- f) Notwithstanding any of the foregoing provisions, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

Section 3:

- a) In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday, and where the Company and Shop committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

- b) At the option of the Company, but whenever possible by mutual agreement with the Shop committee, either Good Friday or Easter Monday shall become the designated Easter holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- c) When a Statutory 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 Statutory Holiday.

Section 4: Personal Floating Holiday

This section becomes effective September 1st, 1978. This Personal Floating Holiday is in lieu of the proposed Heritage Day, but this section shall come into operation on its effective date even if Heritage Day has or has not been proclaimed.

- a) **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 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.

- 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 a 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 Holiday not taken or scheduled by April 15th 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

Section 1:

The Company and Employees will co-operate to assure safe working methods and conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Company.

Section 2:

The Management of every operation shall maintain an Accident Prevention Committee of four (4) to six (6) members according to the size of the operation. Members of the Committee shall be designated to equal number by the Employees and the Employer. Employee representatives shall be regular employees in the operation with at least one (1) years' experience.

Section 3:

Safety meetings will be held during working hours where possible Employee's time will not be deducted for attending such meetings or investigations into accidents. It is recognized that in multishift and in logging 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; two (2) hour limit.

Section 4: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe BC Occupational Health and Safety Regulation which are as follows:

1. A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

2. A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection 1) must immediately report the circumstances of the unsafe condition to their supervisor or employer.
3. A supervisor or employer receiving a report made under subsection 4) must immediately investigate the matter and
 - a) ensure that any unsafe condition is remedied without delay, or
 - b) if in their opinion the report is not valid, must so inform the person who made the report.
4. If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - a) a worker member of the joint committee,
 - b) a worker who is selected by a trade union representing the worker, or
 - c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

5. In the event of another employee being assigned the work being investigated under this section, the employee will be informed of the work refusal and the rationale for the refusal.

This will occur in the presence of:

- a) a worker member of the joint committee,
 - b) a worker who is selected by a trade union representing the worker, or
 - c) of there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
6. If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

1. A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
2. Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, sections 150 through 153.

Section 5:

Effective July 1, 1989, an IWA-Forest Industry Safety and Health Research Program will be established on the following general principles:

- a) The Plan will be jointly trusteeed.
- b) The Plan is to be funded on the basis of an Industry contribution of one-half cent ($\frac{1}{2}$ cent) per hour per employee per hour worked, effective July 1, 1989.
- c) The trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.
- d) In addition to the funding provided for in the Agreements, the Parties agree to the following:
 - i) When funds in the Plan reach \$100,000, the Employer will contribute an additional $\frac{1}{2}$ ¢ per hour for a total of one-cent (1¢) per hour.
 - ii) When funds in the Plan reach \$200,000, the additional one-half cent ($\frac{1}{2}$ ¢) provided for in (a) above will be discontinued until the fund level is again reduced to the \$100,000 level.
- e) Dust Abatement
 - i) The parties agree to approach SHARP for funding of a one (1) year pilot project wherein USW personnel would be utilized for the purpose of promoting awareness and compliance of evolving dust standards for the purpose of safety and productivity.
 - ii) The Company agrees to provide an additional one cent (\$.01) per hour contribution to SHARP for a one (1) year period to help fund the pilot project.

Section 6:

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

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1:

A Grievance Committee shall be elected to consist of two (2) to seven (7) employees elected by the Union members employed in the operation covered by this Agreement. Members of this Grievance Committee shall have completed their probationary period with the Company and shall have at least one (1) years' experience in the type of operation.

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

- Step 1:** The individual employee involved with or without the Job Steward shall first take up the matter with the Foreman directly in charge of the work within fourteen (14) days of the said grievance.
- Step 2:** If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the same employee and the Committee shall take up the Grievance with the Plant Superintendent. If desired the Union Business Agent shall accompany the Committee.
- Step 3:** If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.

Step 4: If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

Section 2:

If a grievance has not advanced to the next stage under Steps 2, 3 or 4 within fourteen (14) days after the completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both Parties.

ARTICLE XIV - RIGHT OF REFERENCE

Section 1:

If the two Parties fail to agree upon an interpretation of the Agreement, either Party shall have the right to refer the matter to the Joint Industry Committee, hereinafter provided, and if either party does make such reference, the other Party must accept the reference.

Section 2:

The Joint Industry Committee shall consist of three (3) representatives selected by the USW and three (3) representatives selected by the Employers represented in the negotiations of this Agreement, and the two committees may be represented by one or more Parties selected by them.

Section 3:

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

Section 4:

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

Section 5:

If a satisfactory interpretation of the point in question is not reached, either Party may refer the question to arbitration as hereinafter provided.

ARTICLE XV - INTERPRETATION AND ARBITRATION

Section 1: Interpretation

- a) In case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail on the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the Interpreter selected by the Parties.
- c) The Parties agree to as the Interpreter for the duration of this Agreement.
- d) In the event the Interpreter named in c) above is unable through illness or absence from the Province of British Columbia for any reason whatsoever, to act as Interpreter, the Parties agree that shall act in their place.

- e) The decision of the Interpreter shall be final and binding upon the Parties of the First and Second Parts.

Section 2: Arbitration

- a) In the case of a dispute arising under this Agreement, except as to Interpretations of this Agreement, which the parties are unable to settle themselves, as set out in Article XIII, the matter shall be determined by Arbitration in the following manner:
- b) Either Party may notify the other Party in writing by Registered Mail of the question to be arbitrated. After receiving such notice and statement, each of the Parties will then refer the matter in writing to the arbitrator who has been selected by the Parties.
- c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- d) The Parties agree to mutually select a panel of Chairmen for single Arbitration who will act for the duration of this Agreement.
- e) If the Arbitrators selected by the Parties are unable through illness or absence from the Province of British Columbia for any reason whatsoever to act as Arbitrators, the Parties agree to meet and attempt to select a mutually satisfactory Arbitrator. If unable to select one which is mutually satisfactory, the Parties further agree to request the Honourable Minister of Labour of the Province British Columbia to appoint an Arbitrator.
- f) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee will be reinstated with all their 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.

- g) The Parties of the First and Second Parts will each bear one-half of the expenses of interpretations or arbitrations including the salary of the Interpreter or Arbitrator plus any stenographic, secretarial and rent expenses which may be incurred in respect of such proceeding.
- h) Any Arbitration to be held hereunder shall be held in the City of William's Lake or such other place as may be decided by the Arbitrator.
- i) A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairman of this Committee will be H. Allan Hope, Q. C. The Committee shall report to the parties not later than December 31, 1984.

ARTICLE XVI - GENERAL PROVISIONS

Section 1:

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

The Union agrees that it will not cause, promote, sanction or authorize any strike, sit down, sympathetic strike, or other interference with work by the employees except according to the Labour Relations Act (British Columbia).

Section 3: No Lockout Pending Grievance and Arbitration Procedure

The Company agrees it will not create or institute any lockout of the employees with respect to any dispute between the Company and the Union or the Company and its employees except according to the Labour Relations Act (British Columbia).

Section 4:

- a) It is agreed that the Union may refuse to handle materials produced by a strike bound firm.
- b) The Union shall have the right to respect another Union's legal picket line.

Section 5: 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 lay-off of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.

Section 6: Permanent Plant Closure

- a) The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days' notice of closure.
- b) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service with the Company, and thereafter for partial years in increments of completed months of service with the Company.
- c) Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service with the Company.
- d) Severance pay for uncompleted years of service shall be computed on the basis of completed months' service.
- e) 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.
- f) If a plant is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in b) above based on their seniority at the time of their layoff.

Section 7: Permanent Partial Plant Closure

The Company shall notify the shop committee and the Union not less than sixty (60) days in advance of intent to institute permanent partial plant closure.

A permanent partial plant closure for a plywood plant is defined as the permanent cessation of a Greenend, Dryend, or Finishing End.

Following the application of seniority, employees who are not able to obtain an alternative position in the operation and are therefore laid off are entitled to severance pay of ten (10) days' pay (eight (8) hours per day) for each year of service with the Company. Acceptance of severance pay results in termination of employment.

If a Greenend, Dryend, or Finishing End is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees who were initially laid off in accordance with the preceding paragraph and have not obtained an alternative position during the period of indefinite closure, will be entitled to severance pay as provided in the preceding paragraph based on their seniority at the time of their layoff. Acceptance of severance pay results in termination of employment.

The application of this section becomes effective upon ratification of the 2009 to 2013 collective agreement. There is no retroactivity of application of this section to events which occurred prior to ratification.

Section 8: Logging Contractors

- a) The Company will not enter into any logging contract which would have the effect of discontinuing the employment of any regular logging employee with the Company.
- b) The Parties hereto share a mutual interest in the elimination of unfair labour practices as defined in the Labour Code of British Columbia Act.

It is acknowledged that the majority of logging is performed by contractors and sub-contractors. It is therefore agreed that a Joint Standing Committee be established to review reports of unfair labour practices whenever they may occur in our area of operations. The Committee will consist of three (3) representatives of the USW and three (3) representatives of Industry.

It shall be the responsibility of the Committee to discuss any instances of an unfair labour practice, as defined under the Labour Code of British Columbia, with the parties involved and attempt to discourage continuation of such practices.

The company agrees it will not enter into a contract with a contractor or sub-contractor who continues to commit unfair labour practices as defined under the Labour Code of British Columbia Act for which the contractor or sub-contractor has been found in contravention of said Act by the Department of Labour.

Section 9: Welders

Employees employed as Welders who are required to renew their Welding Ticket shall be granted up to five (5) day's paid Leave of Absence to attend school for instruction. The Company shall pay the cost of instruction and examination.

Section 10: Balancing of Production

The Union agrees to provide a letter to the Companies setting forth the same wording as agreed to at the Coast.

Section 11: Planerman Training

It is agreed that the parties to the Agreement will meet jointly to discuss and implement a Planerman's Training Program.

Section 12: Tools

- a) The Company will repair or replace those Tradesmen's tools that are damaged or broken in the performance of regular duties.
- b) The Company will make available Tradesmen's tools required upon the introduction of the metric system.

- c) During the introduction of equipment which requires the use of metric tools, the Company will make metric tools available at no cost, for use by Tradesmen.

Section 13: First Aid Training

Employees of the Company who, by mutual agreement, train or retrain for Industrial First Aid Certificates, will be compensated in the following manner:

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

Section 14: Disciplinary Action

- a) For discipline investigative meetings, or where a verbal warning, written warning, suspension or termination is being issued, the employee shall have the option of requesting Union representation.
- b) Discipline will remain on an employee's file for 24 months and will not be used after that period provided no other discipline has occurred during that time. In disciplinary cases involving harassment the time limits may be extended. The employee must be informed of this decision at the time of the discipline.

Section 15: Local Issues

The Parties agree that issues of a local site specific nature should be resolved appropriately on an ongoing basis.

Section 16: Employee and Family Assistance Program.

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

Section 17: Shift Coordinator

A designated Shift Coordinator acting as a representative of the Company is a work coordinator and can exercise job/work direction. Shift Coordinators do not have the right to hire, discharge or discipline employees. It is understood that they may from time to time perform limited bargaining unit work as long as it doesn't result in the lay-off of an employee or prevent the recall or hiring of an employee. This applies to production only.

Selection Procedure

1. All shift coordinator jobs will be posted for a minimum period of 48 hours.
2. Qualifications will be listed on the posting
3. All selected applicants will be required to participate in an interview process
4. It is understood and agreed that the selection of Shift Coordinators is important to the success of the role. The union will be provided an opportunity to have input on shortlisted candidates prior to selection.
5. The Company will select Shift Coordinators.
6. The Company will provide to the Union a list of Shift Coordinators annually. The Union and the Company will meet as needed to discuss problems associated with Shift Coordinator.

Where the role is full time:

- Employee will no longer hold a bid position.
- Employee will no longer hold a relief position.
- If they cease to be a Shift Coordinator, they may bid as per the job posting supplement or go to an entry level position.

Where the role is not full time:

- Employee will no longer hold a relief position.
- Current shift coordinators keep one relief position until June 1, 2014.

Chargehand (for maintenance Chargehands),

The normal duties of a Chargehand are to transmit work orders to direct the activities of a group of workers in their charge. They may from time to time supervise a shift on a temporary basis but will not assume the responsibility of a Foreman for an extended period of time.

He may or may not perform work within their area of supervision. They are not granted the right to hire, discharge or discipline.

Training received by a Chargehand, other than training received in accordance with divisional agreements, will not be recognized for future job postings or reduction of forces. It is understood that Chargehands do not have priority to overtime over and above divisional overtime agreements.

None of the foregoing is intended to restrict any of the usual activities of a Chargehand in this operation but merely to clarify the fact that the Company does not give the Chargehands the right to hire or discharge employees.

The Company shall select the chargehand.

Section 18: Utility/Relief

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

ARTICLE XVII - FORESTRY ENVIRONMENTAL COMMITTEE

Forestry Environmental Committees shall be established by the Company and the local Union.

The details concerning the structure, operation and terms of reference must be agreed to by the Company and the local Union prior to implementation.

ARTICLE XVIII - HEALTH AND WELFARE

Section 1: Provincial Board of Trustees

Weldwood of Canada Ltd., together with Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Northwood Pulp and Timber Ltd., Canfor Limited and IWA Canada, agree to establish one set of trustees for the purpose of developing a common text, a common trust agreement, and a common employee booklet for the six Health and Welfare Plans, covering Life Insurance, Accidental Death and Dismemberment Insurance, and Weekly Indemnity.

The Parties agree that a Joint Committee, representing Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Canfor Limited, Northwood Pulp and Timber Ltd., Weldwood of Canada Ltd., and IWA Canada, will be established to study the most effective method of administration of the Plans, reporting to the Parties no later than July 1, 1984.

Section 2: West Fraser - USW Board of Trustees

The Board of Trustees, composed of two (2) members representing USW and two (2) members representing West Fraser, are responsible for the administration of the USW - West Fraser Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding, adjudication

of compassionate appeals, and Health and Welfare problems directly related to the Plan.

Section 3: Medical

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits, including Hospitalization coverage up to a maximum of \$8.50 per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Effective the first of the month following ratification of the 2103 to 2018 agreement, the Vision Care maximum limit will be increased to 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, frames, contact lenses, laser eye surgery when prescribed by a person legally qualified to make such prescription and/or eye exams.
- d) Physiotherapist/Massage Practitioners' limit is five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- e) Effective January 1, 2019, the coverage for Psychologist or Registered Counsellor will be increased to \$1,000 per member or dependent per calendar year.
- f) Effective January 1, 2019, the Chiropractor/Naturopath coverage limit will be increased by one hundred and fifty dollars (\$150) to seven hundred and fifty dollars (\$750) per member or dependent per calendar year.
- g) Orthopedic Shoes limit is five hundred dollars (\$500) (adults), and three hundred dollars (\$300) (child) per calendar year.

- h) Effective January 1, 2019, the coverage for prescribed orthotics will be five hundred dollars (\$500) per member or dependent per five (5) year period.
- i) Hearing Aids limit is five hundred and fifty dollar (\$550) per member or dependent, every five years, unless there is alternate coverage provided for.
- j) It is agreed to implement a pay direct drug card under the EHC plan, with the following EHC drug plan design features.
 - Low Cost Alternative
 - Pharmacy markup maximum
 - Pharmacy dispensing fee cap
 - The markup maximum and dispensing fee cap will be reviewed on July 1 of each year and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.

Issuance of the pay direct drug card will occur coincidental with the PBC re-enrollment process necessitated by the PBC system upgrade targeted for July 1, 2014

Section 4: Insurance Coverage

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

- a) Group Life Insurance in the amount of \$140,000
- b) Accidental Death and Dismemberment Insurance in the amount of \$140,000
- c) Weekly Indemnity as follows:

Effective the first of the month following the 2013 to 2018 agreement the Weekly Indemnity benefit level is the EI Weekly rate plus one hundred dollars (\$100) for up to twenty-six 26 weeks.

Weekly indemnity to commence from the first day of accident and the sixth day of illness; the first day where illness results in hospitalization as a bed patient and where work time is lost due to surgery. Absences due to the same or related causes will be considered one continuous absence unless the employee returns to full-time work for a four week period.

The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Unemployment Insurance Act", the employees' 5/12th share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

i) Third Party Subrogation

The parties agree to recommend to the Trustees of the Health and Welfare Plan that effective on the date of ratification of this memorandum a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss.

The Plan will be entitled to recover the full amount of benefits paid to the member 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.

- d)
 - i) Annual Extended Health Care deductible is 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) Lifetime limit for Extended Health Benefits to increase to \$100,000 effective on ratification of the 2013 to 2018 agreement, \$150,000 on July 1, 2014, \$200,000 on July 1, 2015, \$250,000 on July 1, 2016 and \$300,000 on July 1, 2017.
- e) Eligibility shall be the first of the month following the date of completion of thirty (30) working days within the three (3) calendar months following the date of entering employment.

Section 5: Dental Plan

A Dental Plan will be provided on the following general principles:

- a) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.
- b) Recall and cleaning checkups every nine (9) months. Effective July 1, 2014 include composite "white" fillings
- c) Prosthetics, crowns and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
- d) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees. Effective the first of the month following ratification of the 2013 to 2018 agreement the maximum lifetime is increased to four thousand dollars (\$4000) per member or dependent.

- e) Effective January 1, 2004, 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.
- f) Eligibility shall be the first of the month following the date of completion of thirty (30) working days within three (3) calendar months following the date of entering employment.

Section 6: General Principles

- a) Premium cost for insurance shall be paid by the Company.
- b) Participation in the plan is to be a condition of employment. However, effective January 1, 2004, the obligation of the employer to enroll and cover an employee for M.S.P. is triggered only when the employee is not already covered by M.S.P. by some other means.
- c) Any new employee who has not worked in covered employment in the last eighteen months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- d) Coverage will be portable in all units covered by collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employee Relations, Canfor Limited, West Fraser, and the USW, and there shall be no waiting period for qualified employees changing employers within the Industry.
- e) Coverage during lay-off will be provided as follows:
 - i) Employees with more than three (3) months' seniority but less than one (1) year's seniority will be three (3) months.

- ii) Employees with one (1) or more year's seniority will be six (6) months.
- f) In order for reinstatement of lay-off coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when they are employed for 10 working days within a floating period of thirty (30) consecutive days.
Also, an employee who returns to work for at least one working day and less than 10 working days will be covered for that month, in addition to any layoff coverage to which they were entitled, if the recall occurred during the period of lay-off coverage.
- g) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Leave of Absence, Section 4: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage, the employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier. In such case of a compassionate appeal dealing with disability incurred during extended leave of absence, the Trustees have the right to review certain circumstances.
- i) Employees on extended leave of absence under Leave of Absence, Section 4: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit, and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.

- j) Effective January 1, 1998, the existing Extended Health Benefits plan will be extended to incorporate a medical travel allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the patients community of employment in excess of 500 kilometers. A West Fraser – USW committee will work out all of the details prior to implementation.

Effective January 1, 2014 the medical travel allowance will provide for one thousand dollars (\$1000) per year.

- k) The parties agree to participate in a joint study during the term of the Collective Agreement to evaluate ways to:
 - i) More effectively integrate the short and long term disability plans
 - ii) Improve disability management programs and return to work procedures
 - iii) Consider ways to streamline adjudication procedures, and
 - iv) Lower overall benefit costs.

ARTICLE XIX - LONG TERM DISABILITY PLAN

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

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

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

- c) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- d) 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.

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.

- f) Protection Against Withdrawals:
Withdrawing employer to be assessed for both the employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

West Fraser and the USW will jointly consider plan modifications that will both improve the delivery of Rehabilitation within the Long Term Disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating employers' operations.

The Trustees are directed to develop Plan modifications that will:

1. Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan.
2. Provide incentives to Employers and local Unions to establish Disability Management systems at the operations level.

In the event that there are savings to the Long Term Disability Plan as a result of either Disability Management Systems, or amendments to Rehabilitation, consideration can be given to dispersal of these funds for further improvements in either of the above areas.

Where the Trustees reach agreement on modifications in the above areas, implementation can occur at the direction of the Trustees. Should additional funding be required to implement the Trustees recommendations, their recommendations will be forwarded to the respective Negotiating Committees to be dealt with.

Effective July 1, 2004, employees who become disabled on or after July 1, 2004, shall be eligible to apply for Long Term Disability benefits after a twenty-six (26) week qualifying period.

ARTICLE XX - IWA - FOREST INDUSTRY PENSION PLAN

Section 1:

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

Section 2:

- a) Effective July 1, 2014 an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution.
- b) Effective July 1, 2014 an increase to the employee per hour worked contribution of \$0.60 per hour worked resulting in a total of \$2.225 per hour worked employee contribution.
- c) It is understood that the \$0.275 contributions provided for by the July 1, 2000 MOA are recognized as permanent.
- d) Graduated Retirement

West Fraser and the Union will participate on a committee to explore and implement changes during the term of the Agreement.

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

ARTICLE XXI - JOB TRAINING

Job Training Program will be in accordance with Supplement No. 2 which is attached hereto and forms part of this Agreement.

ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAM

- a) Apprenticeship Training Programs will be in accordance with Supplement No. 3 which is attached hereto and form part of this Agreement.
- b) The Company will pay the apprentice, while attending training school, the following:

i) Living Away From Home Allowance:

Forty (\$40) per day to a maximum of Two Hundred and Eighty (\$280) per week for apprentices who are required to maintain a second residence while attending school.

ii) Travel Allowance:

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

iii) Commuting Allowance:

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

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

iv) Wages:

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

v) Apprenticeship Books and Tuition:

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

- c) A committee will be established to review and upgrade the Apprenticeship Training Program.

It is agreed that the Company and the Local Union will abide by the recommended changes to the Apprenticeship training program as determined by the Conifer/USW subcommittee. Effective upon ratification of the 2013 – 2018 Collective Agreement, the application of the alternative selection process developed by the Conifer/USW subcommittee and adopted by West Fraser, Williams Lake Plywood will be suspended. Representatives of the USW 1-2017 and West Fraser will form an Apprenticeship Review Committee that will develop, and have ratified by both parties, a new apprenticeship selection program.

Should the Apprenticeship Review Committee fail to have the USW membership and the Company ratification of a new apprenticeship selection program by March 1, 2015, the suspended alternative selection process will be re-implemented.

ARTICLE XXIII - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

The Company shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute material changes in working methods or facilities which would involve the discharge or laying-off of employees.

Section 2: 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 seven (7) day's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This section shall not apply to employees covered by Section 3 b) below.

Section 3: 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 employees will have the option of terminating their employment and accepting severance pay as outlined in Section 2 above, 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.

ARTICLE XXIV – PLYWOOD JOB EVALUATION

Section 1: Implementation

The Job Evaluation Program for the Plywood Industry, conducted pursuant to a Memorandum of Agreement executed on the 22nd day of June, 1955, shall be implemented by the Parties hereto in accordance with the provisions of Supplement No. 4 to this Agreement.

Section 2: Point Range and Increment

All jobs in Grade One, the point range of which is 0 to 81, shall be paid the minimum rate for common labour as provided in Article V, Section 1(d). The point range for subsequent grades shall be ten (10), i.e., Grade Two (82-91), Grade Three (92-101), etc. The wage increment curve for the Plywood Industry is as follows:

Grade	Effective June 15, 2018	Effective June 15, 2019	Effective June 15, 2020	Effective June 15, 2021	Effective June 15, 2022
1	\$29.48	\$30.07	\$30.67	\$31.28	\$32.06
2	29.68	30.27	30.88	31.50	32.29
3	29.87	30.47	31.08	31.70	32.49
4	30.06	30.66	31.27	31.90	32.70
5	30.36	30.97	31.59	32.22	33.03
6	30.56	31.17	31.79	32.43	33.24
7	30.88	31.50	32.13	32.77	33.59
8	31.13	31.75	32.39	33.04	33.87
9	31.42	32.05	32.69	33.34	34.17
10	31.70	32.33	32.98	33.64	34.48
11	31.98	32.62	33.27	33.94	34.79
12	32.25	32.90	33.56	34.23	35.09
13	32.57	33.22	33.88	34.56	35.42
14	32.91	33.57	34.24	34.92	35.79
15	33.19	33.85	34.53	35.22	36.10
16	33.55	34.22	34.90	35.60	36.49
17	33.89	34.57	35.26	35.97	36.87
18	34.22	34.90	35.60	36.31	37.22
19	34.56	35.25	35.96	36.68	37.60
20	34.98	35.68	36.39	37.12	38.05

21	35.46	36.17	36.89	37.63	38.57
22	35.91	36.63	37.36	38.11	39.06
23	36.33	37.06	37.80	38.56	39.52
24	36.77	37.51	38.26	39.03	40.01
25	37.22	37.96	38.72	39.49	40.48
26	37.66	38.41	39.18	39.96	40.96
27	38.14	38.90	39.68	40.47	41.48

The general wage increases provided for in Article V, Section 1(a) have been incorporated into these rates.

Section 3: Red Circle Jobs

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 XXV - 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 or the Workers' Compensation Board:

- a) Aprons, Hard Hats and Liners
- b) Eye, Ear and Nose Protective Equipment

Section 2:

Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall, at no cost to the employee:

- a) Supply new employees with the articles of equipment as required.
- b) Supply employees moving to another department with the articles of equipment they require, and they do not have at the time of the move, and
- c) Replace articles of equipment when those articles are presented worn or damaged beyond repair.

That is to say:

- a) Aprons, Hard Hats and Liners
- b) Eye, Ear and Nose Protective Equipment
- c) Gloves

Notwithstanding the foregoing, all articles of equipment to be replaced only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

Section 3:

Where the Company has been supplying safety equipment and clothing at no cost to the employee on the effective date of this Agreement it will continue to do so at no cost to the employee.

Section 4:

The employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grindersmen, Power House employees, and Tradesmen.

Section 5:

An employee who is required to wear caulk boots by the Workers' Compensation Board shall receive annually a one hundred and twenty dollars (\$120.00) caulk boot allowance.

- a) if they have six (6) months or more seniority, or
- b) upon obtaining six (6) months seniority.
- c) Seasonal lay-offs shall not interfere with the qualifying period herein.

ARTICLE XXVI - 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 \$50.00 in respect of each employee's claim.

ARTICLE XXVII - FIREFIGHTING AGREEMENT

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

ARTICLE XXVIII - CONTRACTING OUT

- a) The Company will not contract out any work that is performed by employees in the Bargaining Unit at the effective date of this 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.

ARTICLE XXIX – EDUCATION FUND (THE FUND)

The Parties agree to establish a Fund based on the following parameters:

1. Contributions to the fund will be five cents (\$0.05) per hour worked per employee.
2. Effective the 1st of the month following ratification of the 2013 to 2018 Collective Agreement, contributions will be increased by one cent (\$0.01), for a total contribution of six cents (\$0.06) per hour worked.
3. Effective July 1, 2014, the contributions will be increased by one cent (\$0.01) for a total contribution of seven cents (\$0.07) per hour worked.
4. Effective July 1, 2015, the contributions will be increased by one cent (\$0.01) for a total contribution of eight cents (\$0.08) per hour worked.
5. Effective March 1, 2023, contributions to the fund will increase by \$0.01 per hour for a total of \$0.09 per hour worked per employee.
6. The Fund will provide funding for the purpose as defined by the following:

Education Fund Policy Statement

The strength of the I.W.A.-Canada relies on the continued commitment of the membership to effect positive change. There is an increasing need for our leaders and membership to understand and respond to emerging issues affecting the forest industry and/or our membership. We need to renew and build upon the historic principles of the I.W.A.-Canada through a comprehensive education program which will enrich union membership and enhance the objectives of the I.W.A.-Canada as a proud and progressive union.

To this end, the union will develop and deliver a wide range of programs which may include:

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

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the Fund.

ARTICLE XXX – HUMANITY FUND

- a) The Company agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.
- b) Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the “Humanity Fund” and to 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.

ARTICLE XXXI - DURATION OF AGREEMENT

Section 1:

That a Collective Agreement is entered into (hereinafter called the "2018 – 2023 Agreement") in the terms of the Collective Agreement described as the 2018 - 2023 Collective Agreement (including supplements), save for the amendments herein set out, and shall be effective from and after the 1st day of July, 2018 to midnight the 30th day of June, 2023 and thereafter, from year to year unless four (4) months' written notice of contrary intention is given by the Parties. The notice required 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, at least four (4) months prior to the expiry of any yearly period. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either Party.

Section 2:

The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C., 1992 C82 is excluded from this Agreement.

Dated this _____ day of _____, 2019.

FOR:

West Fraser Mills Ltd
(Williams Lake Plywood Division)

USW
Local 1-2017, C.L.C.

SUPPLEMENT NO. 1

WAGE SCALE B

NON-EVALUATED CATEGORIES

Manufacturing Tradesperson Categories

Machinist	Carpenter
Electrician	Heavy Duty Mechanic
Millwright	Pipefitter / Steamfitter
Sawfiler	

Categories listed above apply to:	Effective June 15/18	Effective June 15/19	Effective June 15/20	Effective June 15/21	Effective June 15/22
Journeyman w/certificate	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Journeyman	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Improver w/3rd yr. complete	\$36.825	\$37.560	\$38.310	\$39.075	\$40.050
Improver w/2nd yr. complete	\$35.860	\$36.575	\$37.305	\$38.050	\$39.000
Helper w/1st yr. complete	\$34.970	\$35.670	\$36.385	\$37.115	\$38.045
Helper	\$34.515	\$35.205	\$35.910	\$36.630	\$37.545
Welder Level A	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Welder Level B	\$42.080	\$42.920	\$43.780	\$44.655	\$45.770
Welder Level C	\$41.480	\$42.310	\$43.155	\$44.020	\$45.120

New Filing Room Categories	Effective June 15/18	Effective June 15/19	Effective June 15/20	Effective June 15/21	Effective June 15/22
Benchman	\$43.495	\$44.365	\$45.250	\$46.155	\$47.310
Benchman (non-certified)	\$42.985	\$43.845	\$44.720	\$45.615	\$46.755
Sawfiler	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Sawfiler (non-certified)	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Sawfiler Level 1	\$35.880	\$36.600	\$37.330	\$38.075	\$39.025
Helper	\$34.525	\$35.215	\$35.920	\$36.640	\$37.555
Legacy Filing Room Categories					
Benchman w/certificate	\$43.495	\$44.365	\$45.250	\$46.155	\$47.310
Benchman	\$42.985	\$43.845	\$44.720	\$45.615	\$46.755
Benchman Helper	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665
Circular Saw Filer (certified)	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Circular Saw Filer	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Saw Filer Helper	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665
Saw Fitter w/certificate	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665
Saw Fitter	\$41.470	\$42.300	\$43.145	\$44.010	\$45.110
Saw Fitter w/1st yr. complete	\$36.610	\$37.340	\$38.085	\$38.845	\$39.815
Saw Fitter Helper	\$35.230	\$35.935	\$36.655	\$37.390	\$38.325

Engineers & Firemen Categories	Effective June 15/18	Effective June 15/19	Effective June 15/20	Effective June 15/21	Effective June 15/22
2nd Class Engineer	\$44.165	\$45.050	\$45.950	\$46.870	\$48.040
3rd Class Engineer	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
4th Class Engineer	\$40.335	\$41.140	\$41.965	\$42.805	\$43.875
Fireman w/4th Class Ticket	\$37.230	\$37.975	\$38.735	\$39.510	\$40.500
Fireman	\$31.090	\$31.710	\$32.345	\$32.990	\$33.815

Misc. Categories	Effective June 15/18	Effective June 15/19	Effective June 15/20	Effective June 15/21	Effective June 15/22
Grinderman	\$33.740	\$34.415	\$35.105	\$35.805	\$36.700
Head Oiler #1	\$33.745	\$34.420	\$35.110	\$35.810	\$36.705
Oiler #1	\$33.280	\$33.945	\$34.625	\$35.320	\$36.205
Yard Bucker	\$33.710	\$34.385	\$35.075	\$35.775	\$36.670
First Aid Categories					
Job Rate Plus:					
Level 2 certificate	50¢ per hour				
Level 3 certificate	\$1.00 per hour				

SUPPLEMENT NO. 2

JOB TRAINING PROGRAMS

A. Application

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

B. Posting

Training positions to be posted for a minimum period of two (2) consecutive working days.

An employee absent on approved leave of absence, lay-off, illness or accident at the time a Trainee Position is posted will be allowed to make application within three (3) working days of their return, but in no event later than fourteen (14) calendar days of the posting of such Trainee Position. However, such employee may make application through a Job Steward or by written notice to the Company while they are away on leave of absence.

C. Selection and Training

Selection of trainees to be on the basis of seniority, as provided for in Article VIII of the Collective Agreement.

The Company should select a qualified person to provide the training with due regard to ability to communicate effectively.

The Company to notify the Plant Committee in writing when a trainee is judged to be qualified, or if they is removed from the training program because of incompetence.

D. Rates of Pay

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

E. Seniority

Seniority to follow the general principles of Article VIII of the Collective Agreement, with special provisions where necessary to deal with special problems of the operation.

If, during the training period, the trainee wishes to discontinue training, or fails to qualify, they should return to the job previously held by them.

F. Revisions and Termination

Nothing in this Agreement is intended to vary, cancel, or otherwise affect existing training agreement.

SUPPLEMENT NO. 3

APPRENTICESHIP TRAINING PROGRAM

between

**WEST FRASER MILLS LIMITED
WILLIAMS LAKE PLYWOOD DIVISION**

and

UNITED STEELWORKERS, Local 1-2017, C.L.C.

in co-operation with

DIRECTOR OF APPRENTICESHIP & INDUSTRIAL TRAINING

PROVINCE OF BRITISH COLUMBIA

ARTICLE I - PURPOSE

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

ARTICLE II - TRADES

- | | |
|---------------------------|-------------------|
| 1. Millwright | 4 Year Program |
| 2. Heavy Duty Mechanic | 4 Year Program |
| 3. Steamfitter-Pipefitter | 5 Year Program |
| 4. Machinist | 5 Year Program |
| 5. Electrician | 4 Year Program |
| 6. Welder | To be established |

ARTICLE III - GENERAL PRINCIPLES

Section 1: Collective Agreement

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

Section 2: Right to Continue

Once started in the Program, subject however to the provisions of the Collective Agreement, the Apprentice shall have the right to continue, providing they pass all of the prescribed tests and work is available for them.

Section 3: Tests

Upon completion of each period of training in the vocational school, an Apprentice will be required to pass a test. In the event of failure to pass such a test, the Apprentice will be given a second opportunity, but in the event of failure to pass on the occasion of the second such test, they will be required to withdraw from the Program.

Section 4: Meaning of "Year"

Wherever reference is made to a year as a Helper or Improver, it shall mean a period of not less than two hundred (200) working days; the said period to include time spent at the vocational school.

Section 5: Training Time Entitlement

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

Section 6: On-The-Job Training

The Company will ensure that Apprentices will be given the necessary on-the-job practical training.

Section 7: Selection Standards

The Parties will meet and develop appropriate tests and selection standards for trades and planerman categories. This will include an opportunity for an employee self-appraisal.

ARTICLE IV - SELECTION OF APPRENTICES

Section 1: Seniority

When the Company requires Apprentices, it is agreed that the vacancy will be posted in the operation, and applicants selected in accordance with the provisions of Article VIII of the Collective Agreement.

Section 2: Successful Applicants

Successful applicants will be assigned as Helpers for a three (3) month probationary period, unless the applicant's previous experience renders such assignment unnecessary.

Section 3: Selection of Apprentice Procedure

- a) **Purpose:** The purpose of this Agreement is to establish an equitable criteria which will give management reasonable assurance that the Apprentice, upon completion of their indentureship, will become a proficient tradesman, and to assure the Union and its members that the senior applicant who meets the criteria will become an apprentice.
- b) **Educational Prerequisites:** The educational requirement for general trades is Grade 10 or equivalent and Grade 12 or equivalent for the electrical trades.
- c) **Aptitude Testing:** Applicants will be tested in accordance with the bank of tests as recommended by the Apprenticeship Branch of the Ministry of Labour. Testing procedures will be as follows:

- i) 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.
 - ii) The passing grade for the tests will be established by the Apprenticeship Branch of the Ministry of Labour.
 - iii) The passing marks for the Mechanical Trades and Electrical tests are established as being a combined requirement of, firstly, seventy (70%) in the Mechanical Aptitude and Space Relations segments of the tests, and secondly, seventy per cent (70%) in the overall final scoring of the tests.
 - iv) All scoring computations of percentages in each section and overall scores of the tests are recorded as being rounded off to the next highest percentage point where any fraction of a percentage point exists.
 - v) 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.
 - vi) Tests recommended for the self-evaluation will be made available and may be taken by an interested employee. Failure to take such tests shall not jeopardize an employee's application for any apprenticeship.
- d) **Re-Testing:**
- i) It is agreed that where an Applicant has failed to pass the Mechanical Aptitude and Space Relations section of either the Mechanical or Electrical tests, the employee will be allowed to bid and be re-tested one (1) additional time for each test.

- ii) 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 test and is the senior for any future apprenticeship posting within a three (3) year period, will be considered the successful applicant.
 - iii) An applicant who qualifies and has passed the Mechanical Aptitude and Space Relations section of any of the available tests but failed the overall test will be eligible to bid and be re-tested for any future apprenticeship posting.
 - iv) A master copy of the tests will be made available to USW on request.
- e) **Maintenance, Monitoring, and Distribution of Tests:**
- i) Sufficient copies of the tests, answer sheets, and marking overlays will be maintained by West Fraser, Vancouver office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia.
 - ii) Test materials will be supplied on request to those operations requiring same and will be returned immediately after use.
 - iii) Use of the tests will be monitored by West Fraser, Vancouver office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia. Such monitoring will maintain a record of applicants' tests, successful applicant's scores recorded, seniority applied, and provide a follow-up of the successful applicant's progress throughout training and an appropriate post training period. Other information as deemed necessary by the Parties to this Agreement will be made available as agreed.

- f) **Probationary Period:** The successful applicant will be given a probationary period up to ninety (90) calendar days.
- g) **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.
- h) **Trial Period:** This agreement is for a twelve (12) month trial period, from the date of this agreement. Either Party may terminate this agreement upon one (1) month's written notice after the completion of the eleventh month.

Section 4: Compulsory Entrance

All present Helpers and Improvers employed by the Company must enter the Program. Helpers and Improvers who cannot qualify in this Program will be reclassified as labourers with no reduction in rate of pay until such time as they have an opportunity to apply their seniority to obtain a job with an equal or a higher rate of pay.

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

Section 5: Age Limit

There will be no age limit for applicants.

ARTICLE V - TRAINING SCHEDULES

Section 1: Assignment as Helper

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

A program for the aforementioned Welder Apprentices will be established by June 1st, 1968.

Section 2: 5 Year Schedule

Rating		At Operation	At School
First Year	Helper	First 11 months	Last 4 weeks
Second Year	Helper	First 11 months	Last 4 weeks
Third Year	Improver	First 11 months	Last 4 weeks
Fourth Year	Improver	First 11 months	Last 4 weeks
Fifth year	Improver	First 11 months	Last 4 weeks

Section 3: 4 Year Schedule

Rating		At Operation	At School
First Year	Helper	First 11 months	Last 4 weeks
Second Year	Helper	First 11 months	Last 4 weeks
Third Year	Improver	First 11 months	Last 4 weeks
Fourth Year	Improver	First 11 months	Last 4 weeks

Section 4: 3 Year Schedule

Rating		At Operation	At School
First Year	Helper	First 11 months	Last 4 weeks
Second Year	Improver	First 11 months	Last 4 weeks
Third Year	Improver	First 11 months	Last 4 weeks

Section 5: Electricians

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

Section 6: Passing Test

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

Section 7: Journeyman Qualification

"Subject to the conditions of this section as listed below, it is agreed that following completion of the period of required training and upon becoming certified, the journeyman shall receive the certified journeyman's rate of pay."

Conditions under which the above will apply:

- a) Only to a journeyman who has gone through the indentured apprenticeship training program under the sponsorship of the Company for which they is working.
- b) That they are working in the Maintenance Department.
- c) That all work normally done by the maintenance department is being performed by the persons employed in the maintenance department.
- d) That nothing in this clause shall prohibit the laying off of journeymen, helpers or apprentices if they are not required.
- e) That a journeyman may, when facing lay-off, choose to exercise their seniority into categories outside of the maintenance area at the job rate if their seniority and ability entitle them to do so.

Section 8: Vocational School Delay

If any of the periods provided for in Sections 2, 3, 4 or 5 herein are exceeded by reason of vocational school facilities being unavailable, such period of excess shall be credited to the Apprentice in succeeding training requirements.

ARTICLE VI - WAGE RATES

Section 1: Rates and Increments

- a) Wage Rates for Helpers in the first term shall be that specified in the Wage Supplement.

- b) An Apprentice who passes their test shall receive an increment agreed to between the Company and the Union during this second term year as a Helper.
- c) The Wage Rate for an Improver shall be that as specified in the Wage Supplement.
- d) An Apprentice who passes a test in the fourth period of vocational training shall receive an increment agreed to between the Company and the Union during their second term as an Improver.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade as agreed to between the Company and the Union.

Section 2: Expenses

Fares, Lost Time Pay and School Expenses are to be paid by the appropriate Government authorities as part of the cost of the Apprenticeship Plan, with the exception that the employer shall pay the Apprentice while attending Vocational School the difference between the subsidy granted by the appropriate Government authorities and the regular wages of the employee concerned.

Married persons shall receive their wages, less the amount paid by the Provincial Government authorities to single persons: the intent being that the greater amount paid by the Provincial Government authorities to married persons shall not become a benefit to the Company. In cases where the Apprentice is in receipt of a subsidy granted by the appropriate Federal Government authorities, the employer will pay the Apprentice while attending Vocational School the difference between the subsidy granted by the appropriate Federal Government authorities and the regular wages of the employee concerned.

The parties agree to introduce, by July 1, 1998, a plan which will offset the amounts by which the federal government has reduced the apprenticeship allowances.

The plan will be based on an update of the November, 1967 FIR-IWA apprenticeship agreement and address living away from home allowance, travel allowance and/or commuting allowance.

Changes to the November, 1967 Apprenticeship Agreement will be retroactive to July 1, 1997.

Section 3: Delay in Testing

Where an employee incurs delay in taking one of the tests under this Program, through no fault of their own, the delay shall not prejudice their right to wage increments provided for in Section 1 herein.

ARTICLE VII - ADVISORY BOARD

Section 1: Constitution:

There shall be an Advisory Board for each trade covered by the Apprenticeship Agreement, consisting of two (2) representatives of the Industry, two (2) from the Union, one (1) representing the Vocational School and one (1) from the Apprenticeship and Industrial Training Branch.

Section 2: Responsibility

The Board shall be responsible for advising the Department of Labour, Apprenticeship and Industrial Training Branch, regarding the content of tests, standards of marking and the school curriculum with respect to the registered Apprentices. The Board shall not be responsible for the actual setting or marking of tests.

ARTICLE VIII - GENERAL PROVISIONS

Section 1:

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

Section 2:

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

Section 3:

If a present Journeyman fails to pass the test for a voluntary Tradesmen's Qualification Certificate, they can then become indentured as an Apprentice at no reduction in rate of pay.

Section 4:

There will be a three person committee established to process applicants who make application to be tested under the voluntary Tradesmen's Qualification, or who become indentured under the Apprenticeship and Tradesmen's Qualification Act. The committee will also determine what vocational training is necessary for persons indentured as Apprentices. Representation on the committee shall consist of the following:

- a) One (1) representative from the Union.
- b) One (1) representative from the Industry.
- c) One (1) representative from the Apprenticeship Branch.

Vocational training will be conducted during day courses. Textbooks and study material will be made available when required.

ARTICLE IX - TOOLS

Section 1:

All Journeyman Tradesmen shall be required to have and shall not qualify for the Journeyman rate unless they have, a full kit of hand tools necessary to perform the job for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the Journeyman.

Section 2:

The Improver shall be required to have and maintain a basic tool kit and to be in the general process of building up the necessary tools to equip themselves for the job.

Section 3:

The Helper generally shall not be required to own tools and shall use those designated to them. However, in their own interest, they should commence the process of building up a tool kit.

SUPPLEMENT NO. 4

PLYWOOD JOB EVALUATION

As referred to in Article XXIV, Section 1 of the 2009 – 2013 Williams Lake Plywood - A Division of West Fraser - Collective Agreement

1. PRINCIPLES AND PROCEDURES

The implementation and administration of the Job Evaluation Program shall be in accordance with the principles and procedures set out in a Manual dated September, 1955 and entitled "Job Evaluation Manual for Operational Hourly Paid Jobs in the Plywood Industry of British Columbia" as amended July, 1966 and as further amended April, 1971 (herein referred to as the "Manual").

2. INDUSTRY JOB EVALUATION COMMITTEE

There shall be a Committee constituted and named the Industry Job Evaluation Committee (herein referred to as the "Plywood Evaluation Committee") to consist of one (1) member of Council of Northern Interior Forest Employment Relations (CONIFER) and one (1) member representative of the United Steelworkers.

3. FUNCTION OF PLYWOOD EVALUATION COMMITTEE

- a) The Plywood Evaluation Committee shall assume general responsibility for the administration of the Job Evaluation Program.
- b) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

4. PLANT JOB REVIEW COMMITTEE

- a) There shall be a Committee constituted in each plywood plant named the Plant Job Review Committee (herein referred to as "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 Plywood 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 Plywood Evaluation Committee or any person who is employed as a job evaluator by CONIFER or by United Steelworkers.
- b) The Company shall reimburse any of its hourly-paid employees for time lost while acting as a member of the Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

5. FUNCTION OF REVIEW COMMITTEE

- a) The 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 Plywood 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 description which provides sufficient information for the subsequent work of the Plywood Evaluation Committee. The form of the documents, the procedures for submitting and handling them, and the time limits for completion may be amended as required by the Plywood Evaluation Committee under the authority given them by Article 3 of this Supplement.
- b) Decisions of the 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 within the established time limit, the 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 Plywood Evaluation Committee and shall then have no further responsibility for documenting that request.
- c) When the Plywood Evaluation Committee has made a decision respecting the evaluation of a job, it shall communicate that decision to the appropriate Review Committee. The Review Committee will be responsible for informing management and the employees concerned, giving reasons for the outcome where these are available. A decision of the Review Committee that an Application for Job Evaluation should not be forwarded to the Plywood Evaluation Committee will, similarly, be communicated with reasons to those concerned.

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

6. APPLICATION OF PROGRAM

The Job Evaluation Program shall apply to all employees in the Plywood Industry except Journeyman Tradesmen, Improvers, Helpers, Powerhouse and Boom Crews and Filer-Grindermen.

7. 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 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 Plywood Evaluation Committee shall make such a review in accordance with the procedure set out herein.

8. RE-EVALUATION

- a) When a job has moved to another grade as a result of re-evaluation, the wage rate for the new grade shall be effective on the date that management or the employee has applied to the Review Committee for re-evaluation.
- b) When a job is moved to a lower grade as a result of re-evaluation, the incumbent shall maintain their job rate as a red circle rate subject to the provisions of Paragraph 10 herein.

9. NEW JOBS CREATED

Where the Company has exercised its right to create a new job, a temporary rate shall be set by management. The permanent rate for the said job as determined by the Plywood Evaluation Committee shall be effective as of the date the job was installed. If the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall be allowed to continue at the temporary rate.

10. RED CIRCLE JOBS

- a) The Company shall supply the Union with a list of employees holding red circle jobs, the said list to include the name of the employee, name of 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 grade 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) 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.
- e) 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.

11. SENIORITY

- a) Subject to the provisions herein set out, Article VIII (Seniority) shall continue to apply.
- b) Promotions shall be made only where a vacancy exists.

12. REFERRAL PROCEDURE

- a) When the Plywood Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee.
- b) An evaluation done by the Plywood 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 Plywood 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 West Fraser and to United Steelworkers for settlement.
- d) All communication between any Plant Review Committee and the Plywood Evaluation Committee referred to above shall be affected 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 Review Committee, the Union representatives will be addressed care of the office of the appropriate Union Local and the employer representative care of the Company's offices at the plant. In the case of communications to the Plywood

Evaluation Committee, the Union representative will be addressed care of the offices of United Steelworkers, District 3, and the employer representative care of the offices of CONIFER.

13. TRAINING PROGRAM

A program of training for members of the Review Committee in each plant shall be instituted, the details of which shall be arranged by CONIFER and United Steelworkers.

SUPPLEMENT NO. 5

FIREFIGHTING AGREEMENT

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

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

1. DEFINITIONS

a) Accidental Fire

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

b) Slash Escape Fire

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

c) Slash Control Fire

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

d) Company Responsibility Fire

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

e) Forest Service Fire

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

f) Fire Fighting Rates

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

g) Regular Job Rates

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

h) Statutory Rates

Rates of pay established by B.C. Forest Service for fire fighting.

2. COMPANY CONTROLLED TIMER

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

3. FIRE FIGHTING RATES

- a) The basic rate shall be \$26.83 effective June 15, 2013, \$27.37 effective June 15, 2014, \$28.05 effective June 15, 2015, \$28.75 effective June 15, 2016, and \$29.61 effective June 15, 2017 shall apply to all employees engaged in fighting Accidental or Slash Escape fires, except those performing one of the following fire fighting jobs.

Category	Effective June 15, 2018	Effective June 15, 2019	Effective June 15, 2020	Effective June 15, 2021	Effective June 15, 2022
Crew Boss	\$30.56	\$31.17	\$31.95	\$32.74	\$33.89
Cat Operators	\$30.12	\$30.72	\$31.49	\$32.27	\$33.40
Mechanics	*Mechanics Regular Job Rate				
Power Saw Operator	\$32.67	\$33.32	\$34.16	\$35.02	\$36.24

Slip-on Tank and/or Trailer Tanks with Pump – Driver / Operator	\$30.12	\$30.72	\$31.49	\$32.27	\$33.40
Water Tank Truck with Pump Driver/Operator	\$29.00	\$29.58	\$30.32	\$31.08	\$32.16
Service Truck/Bus Driver	\$27.74	\$28.29	\$29.01	\$29.72	\$30.76
Pumpman	\$28.22	\$28.78	\$29.51	\$30.24	\$31.30

- b) Straight time rates will apply to all employees throughout the period during which the said employees are engaged in fire fighting. This shall not include cook and bunkhouse personnel, tradesmen, mechanics or other categories servicing, feeding or supplying fire fighters from areas removed from the area of the fire or fires, unless the duties performed during any day in question are exclusively related to fire fighting operations.
- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.

4. BOARD AND LODGING

(While Fighting Company Responsibility Fires)

- a) Employees who commute from home or camp are expected to “carry a lunch”. Additional meals where required will be at Company expense.

- b) Employees required to live away from their private residence will receive board and lodging at Company expense.
- c) Employees living in fly-in camps will receive board and lodging at Company expense.

5. TRAVEL TIME

Travel time for employees engaged in fire fighting will be paid in accordance with the Collective Agreement.

6. SLASH BURNING

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

7. INTERPRETIVE NOTES

- a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to the normal conditions provided for in the Collective Agreement.
 - b) The meaning of the work “extinguish” as used in this Agreement shall include the act or process of suppression to the point when the fire requires fire patrolman only.
- 8.** All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.
- 9.** The Company and the Union are prepared to participate in joint submissions to the Provincial Government on statutory fire fighting rates.

SUPPLEMENT NO. 6

PENSION PLAN

The parties agree that they will recommend to their representatives on the Board of Trustees of the IWA-Forest Industry Pension Plan that the Plan be amended as follows:

1. Five Year Vesting

Effective July 1, 1992, when a Member attains five years of Continuous Employment, (as currently defined in the IWA-Forest Industry Pension Plan), or attains age 60, they will be vested for all their Credited Service (including their Credited Service earned prior to July 1, 1992).

2. Pre-Retirement Death Benefit

Effective July 1, 1992, the Plan will pay 60% of the Commuted Value of the vested Member's or Former Member's total accrued pension.

The Commuted Value for those Members who were eligible to retire under the plan on their date of death will reflect the value of the pension they would have received had they retired on their date of death.

A pension having a Commuted Value equal to 60% of the Commuted Value of the Member's vested pension will be paid to the Spouse or, if no Spouse, 60% of the Commuted Value will be paid to the designated beneficiary or estate. Spouses may transfer the cash value of their pension on a locked-in basis to another pension plan, an RRSP, or an annuity purchase from an insurance company.

Any charges for elected coverage accrued up to July 1, 1992 will stay in place and will be based only on the level of benefits in effect on June 30, 1991 and the period of time that the elected coverage was in place.

This provision replaces all pre-retirement death benefits provided for in the Plan up to July 1, 1992.

3. Break In Service

a) Basic Requirement:

Effective July 1, 1992, a Member will break service when they have received less than 350 credited hours in a two consecutive calendar year period.

For the purposes of this section, credited hours will include lay-off credits not to exceed 200 hours, hours worked and disability credits.

b) Favourable Retirement Discount/Benefit Upgrade For Members Who Return to Active Status After Involuntary Job Loss.

Members who are active on or after July 1, 1992 whose service was broken in 1983 or later due to an involuntary job loss (which excludes termination for cause) and who return to employment with a Participating Employer within three (3) years of their Break in Service will be treated as follows:

- the two most recent vested deferred calendar years prior to the Break in Service that was caused by the involuntary job loss will be unfrozen for each calendar year after their Break in Service in which 1500 hours are worked or otherwise credited (i.e., layoff, permanent closure, disability, vacation), but excluding banked hours.
- unfrozen years will be upgraded to the current employer funded benefit level.
- unfrozen years will be included as eligible years for the Active Members early retirement discounts providing a later Break in Service does not occur.

- the intent of this provision is to unfreeze periods of Continuous Employment that ended solely due to an involuntary job loss.
- c) Favourable Retirement Discount For Members ages 50-54 years eleven months affected by Involuntary Job Loss.

Members who are active on or after July 1, 1992 who are aged 50 to 54 years eleven months when involuntary job loss occurs (which excludes termination for cause) who do not return to employment with a Participating Employer and who elect to leave their deferred pension in the Plan will be treated as follows:

- the most recent period of unbroken, Continuous Employment will be eligible for the Active Members early retirement discounts commencing at age 55.

NOTE: Members affected by this provision will break their service under the Plan rules.

- * This provision will continue to apply to periods of employment which ended with an involuntary job loss regardless of the subsequent employment of the Member.
- * Banked hours will be credited up to their Break in Service date but will not prevent the Break in Service.
- * Employer-funded benefit level increases that occur subsequent to their involuntary job loss date but prior to their Break in Service date will apply if their last Participating Employer contributes at the Full Rate Employing Company rate.
- * This provision will not apply if the Member elects to transfer their Commuted Value out of the Plan.

- d) 3(b) and 3(c) above will not apply to operations where the employer contribution rate is less than \$2.40 per hour.

4. Benefit Levels

Past Service:

Effective July 1, 1992 but retroactive to July 1, 1991, all Credited Service earned prior to July 1, 1991 (continuous and unbroken) to which the \$32 benefit level applied will be increased to \$35 providing that the Full Rate Employing Company rate is paid effective July 1, 1992 and that the Member is active on June 30, 1991.

Future Service - Employer Funded

Effective July 1, 1992 but retroactive to July 1, 1991, all Credited Service earned will accrue at the \$35 benefit level, providing that the Full Rate Employing Company rate is paid effective July 1, 1992.

Future Service Benefit - Employee Funded

Effective July 1, 1993, all employees covered by the IWA-FIPP whose future service has been accruing at the \$35 benefit level shall commence contributing to the Pension Plan from July 1, 1993 and credited service will accrue at \$40 per month per year of service.

It is agreed that IWA-Canada shall have the option during the term of this Agreement to increase the employee contribution to up to 20¢ to fund the future service benefit level up to \$45 per month per year of service.

Payment of employee contributions will be treated in the same way as employer contributions.

Benefit Level Application

The increase in the benefit levels listed above will not apply to:

- (i) Former Plan Members who became Former Plan Members prior to July 1, 1991.
- (ii) Retired Plan Members who retired prior to July 1, 1991.
- (iii) Any active Plan Member who is employed by an employing company which effective July 1, 1992 contributes less than \$2.40 per hour.
 - The applicability of paragraph (iii) above on employees affected by 2(c) of the 1986 Memorandum of Agreement and the subsequent Lysyk decision is subject to resolution by the Trustees.
 - Paragraph (iii) above does not apply to totally and permanently disabled Members who last worked for a permanently closed operation which was contributing at the then full rate at its date of closure.
- (iv) Any active Plan Member who was employed by an employer who contributed less than \$1.70 per hour prior to July 1, 1992. However, if on the effective date of the first collective agreement subsequent to the date of ratification of this Memorandum, or such later date as is provided by the application of Article III (6) of the Pension Plan text to their collective agreement, the employing company contracts to contribute at the full rate of \$2.40 per hour immediately, then the increase to the \$35 past and future service benefit level shall apply to all active Plan Members employed by the employing company who were active on June 30, 1991, retroactive to July 1, 1991. If the employing company does not contract to contribute under the conditions set forth in the preceding sentence, then the increase to the \$35 past and future service level shall apply only to active Plan Members currently employed on the date the \$2.40 per hour contribution rate becomes effective and shall not be retroactive.

Where a company does not contribute at the Full Rate Employing company rate of \$2.40 per hour, Plan Members employed by that company cannot contribute the employee funded future service contribution, nor are they entitled to the future service benefit of \$40.

Employee contributions cannot be made and employee funded future service credits cannot be granted retroactively. Employee funded future service credits at the \$40 rate will start to accrue on the effective date that future service employee contributions commence.

5. Contributory Hours Assumption

The Plan's assumption for Contributory Hours in 1992 is to be 50 million hours. All costings associated with these negotiations will be based on the 50 million hours figure.

6. Calculation Formula for Future Contributory Hours Assumption

After 1992, a Calculation Formula will be used to establish the annual Contributory Hours Assumption, the formula will be:

The sum of:

- the previous year's actual hours,
- the current year's annualized hours
(determined in the 3rd or 4th quarter), and
- the estimated hours for the following year,

Divided by 3

Example: Calculation for the December 31, 1993
Actuarial Valuation

The sum of:

- 1992's actual hours
- 1993's annualized hours, and
- 1994's estimated hours,

Divided by 3

7. Automatic Pre-Retirement Survivor Coverage Extension

The automatic pre-retirement survivor coverage currently provided for in the Plan for active Members who have attained age 55, will be extended to those active Members who die within the period of June 15, 1990 and June 30, 1992 inclusive with all payments commencing on July 1, 1992 (or later).

SUPPLEMENT NO. 7

CONSTRUCTION CONTRACTING

Section 1:

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

Section 2:

For the purpose of this Agreement “new” construction shall be defined as meaning:

- a) The construction of major new buildings and major additions to existing buildings.
- b) The addition of new or used major production machinery and related equipment not previously in existence.

Section 3:

- a) “Tradesmen” shall mean journeyman and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter

- b) “Contractor’s Rate” shall only mean the hourly wage paid by that contractor and not any other payment or working conditions.
- c) “Contractor’s Rate” will not exceed the rates for similar trades paid by USW Construction companies.

SUPPLEMENT NO. 8

ALTERNATE SHIFT SCHEDULING

A. FLEXIBILITY OF HOURS OF WORK

The Parties recognize the need for flexibility of hours other than those outlined in the Hours of Work Article, 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
- Continuous scheduling (e.g. Logging, Engineers, Firefighter, Maintenance, Watchmen)

B. SHIFT SCHEDULING

The Parties agree that the following shift schedules will provide the flexibility required to meet the needs expressed above.

1. Logging
 - (i) compressed schedules consisting of 10 hours per day, 4 days per week;
 - (ii) non-continuous schedules such as 10 days on, 4 days off.
2. Manufacturing
 - (i) 2 crews working 4 days, 10 hours per shift;
 - (ii) up to 3 crews working Monday to Saturday, 10 hours a shift not exceeding 40 hours per week;

- (iii) employees working in continuous operations may be scheduled to work shifts other than (i) or (ii) above.

3. Maintenance

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

4. Other Shifts

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

C. IMPLEMENTATION

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

1. The Company and the Local Union will meet to discuss proposed shift schedules within the terms of the Hours of Work Article. It is anticipated that the Local Union will make sincere attempts to assist the Company wishing to introduce alternate shift schedules. The parties must mutually agree on resolution of issues such as:
 - a) Details of shift.
 - b) Details of Statutory Holidays, Floating Holiday, Bereavement Leave, and Jury Duty.
 - c) Maximum length of shifts for physically demanding work. Accident prevention is a factor to be taken into account in determining shift lengths.
 - d) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - e) The use of employees for supplementary production work.

2. The Camp or Plant Committee and the crew will be actively consulted by the Parties during the process,

D. 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 their normal five-day schedule.

1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
2. Different parts of an operation may be scheduled on different shifts.
3. The principle of the forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
6. Other Articles of the Collective Agreement which provide benefits after eight (8) hours are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
7. An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
8. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed

on their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.

9. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.

SUPPLEMENT NO. 9

LETTERS OF UNDERSTANDING

Between:

**WEST FRASER
WILLIAMS LAKE PLYWOOD DIVISION**

And: UNITED STEELWORKERS, LOCAL 1-425

RE: DIVISIONS FOR THE PURPOSE OF SENIORITY IN THE PLYWOOD PLANT COMPLEX.

The Parties agree that the application of Article VIII, Section 3 b) will be as follows:

Plywood Division:

All Plywood Plant employees (including Barkers).

Open Division

Includes Maintenance employees, and Log Yard employees.

However, if an employee from the Plywood Plant wished to go into the Open Division, they would do so with their seniority in the Plywood Plant but would have to either remain in the Open Division or go back into the Plywood Plant.

Those employees hired directly into the Open Division will have one right to successfully bid into the Plywood Division. Following which, they would have to remain in the division into which they successfully bid or return to the Open Division.

Dated this ____ day of _____, 20 ____

For:
West Fraser
Williams Lake Plywood Division

For:
United Steelworkers,
Local 1-425, C.L.C.

LETTER OF UNDERSTANDING

The Parties agree that in the application of Article IX, Leave of Absence, Section 4, Compassionate Leave, the following criteria shall be used in determining the employee's eligibility.

1. Leave of Absence without pay for extended vacation purposes shall be limited to those employees with more than two (2) year's continuous service.
2. Leave of Absence without pay for extended vacation purposes shall be granted based on one (1) month leave of absence for each year of continuous service to a maximum of six (6) months.
3. Leave of Absence without pay for extended vacation purposes shall be limited to a maximum of one (1) leave in a three (3) calendar year period.
4. Leave of Absence for extended vacation purposes will be limited to three (3) employees off on leave at any one time in the Plywood Division, and two (2) employees off on leave at any one time in the Open Division.
5. Leave of Absence for extended vacation purposes will be granted on a first come/first served basis.

SIGNED this 28th day of August, 1981.

For:
West Fraser
Williams Lake Plywood Division

For:
United Steelworkers
Local 1-425, C.L.C.

SUPPLEMENT NO. 10

November 4, 1994

LETTER OF UNDERSTANDING

New and Evolving Work

Preamble

Weldwood of Canada and **IWA Canada** agree to process which seeks to balance the economic concerns of the member companies with the needs of their employees to have access to New and Evolving Work within the Northern Interior Forest Industry.

This process is intended to deal with:

- a) employment for regular company employees who are displaced by reductions in Annual Allowable Cuts or other land use decisions.
- b) additional opportunities for bargaining unit employment in new work that may be created in the forest industry
- c) replacement bargaining unit employment in new or evolved work which may develop in future.

Process

1. This Letter established a process for the Company and the Local Union to discuss opportunities for having company employees perform new and evolving work within the forest industry in:
 - a) Value Added
 - b) Re-manufacturing
 - c) Opportunities created through B.C. Forest Renewal funding.

2. Companies and Local Unions are committed to working together towards making new work opportunities available to company employees. It is understood to accomplish these goals the parties must achieve:
 - a) efficiency and cost effectiveness on a fair and reasonable basis
 - b) quality objectives
 - c) safety objectives
3. The parties recognize that they cannot reasonably anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.
4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiation committees will be jointly available to clarify this agreement, and to assist parties on a case by case basis.
5. Issues must be resolved in a timely fashion.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

Dispute Resolution Process:

In order to assist member companies and Local Unions in resolving disputes which may arise as a result of this Letter. Weldwood of Canada and IWA-Canada agree to:

- a) Establish a joint Dispute Resolution Committee comprised of three (3) representatives from management and three (3) representatives from the Union to fact find and assist the company and Local Union in reaching a solution.

- b) Management or the Local Union can request the assistant of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

Agreed to on behalf:

Weldwood of Canada

IWA-Canada

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Task Force

Weldwood of Canada and **IWA-Canada** have agreed to a Task Force, comprised of three (3) representatives from management and three (3) representatives of the Union, with co-Chairman from each party. The Task Force will examine the changes and trends in the forest industry.

The terms of reference for the Task Force will be as follows but may include other matter the parties wish to explore.

1. To examine the change(s) taking place within the Industry and the impact on Union/Management relations.
2. To identify any procedure, policy, agreement, work schedules, method, working environment, people utilization, and company practice which contributes to efficient, safe production performance while expanding the current workforce.
3. To identify what changes are appropriate to improve the overall Industry's ability to harvest and manufacture the timber in a safe, economical manner.
4. To identify opportunities for employees to learn new skills and to train company employees to operate the equipment and perform the other jobs associated with the evolving jobs within the B.C. Forest Industry.
5. The Task Force will submit reports with recommendations to the Union and Management Negotiating Committee on a regular basis on measures that will address the changes needed within the Forest Industry.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

Agreed to on behalf:

Weldwood of Canada

IWA-Canada

Date: _____

Date: _____

Weldwood of Canada Limited
P.O. Box 2179
Vancouver, BC
V6B 3V8

November 4, 1994

Attention: Gordon Gray

Dear Sir:

Re: Agreement on New and Evolving Work

This letter is intended to clarify IWA-Canada's intent with regard to the terms and conditions of the Letter of Understanding in 1994 negotiations on New and Evolving Work.

During discussions on this, the Industry raised concerns that we answer as follows:

1. It is not the intentions of IWA-Canada to use this agreement to replace existing logging contractors with IWA members or crews.
2. It is IWA-Canada's desire to have opportunities to discuss with employers the possibility of either using IWA company crews, or IWA contractors, to perform work under Forest Renewal, but it is not our intent to cause companies to purchase equipment without having the costs of such equipment considered as part of the efficiency and cost effectiveness that IWA agrees to address under the New and Evolving Work agreement.
3. It is IWA-Canada's intention that discussion concerning new operations under the agreement may lead to voluntary recognition and certification - it is not our intentions to achieve certification first and enter into discussions later unless certification occurs as a direct result on an IWA organizing drive.

As stated earlier, this letter is to clarify our intentions concerning our agreement. It is not intended to form part of the agreement, as is not arbitrable by either party.

Sincerely,

Harvey Arcand
4th Vice President
IWA-Canada

HA/jg

