

**COLLECTIVE AGREEMENT**

**2010-2014**

**WESTERN FOREST PRODUCTS INC.**

**Effective June 15, 2010**

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**2010-2014 COLLECTIVE AGREEMENT**

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# **2010 – 2014 COLLECTIVE AGREEMENT**

BETWEEN

**Western Forest Products Inc.**

(Hereinafter known as the "Company")

OF THE FIRST PART

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service  
Workers International Union  
(United Steelworkers)**

**AFL – CIO – CLC**

**Locals 1-1937 and 1-85 and Council of USW Locals Certified for Some Divisions of Western Forest  
Products Inc.**

(Hereinafter known as the "Union")

OF THE SECOND PART

## **PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

## **ARTICLE I – BARGAINING AGENCY**

### **Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees of the Company except confidential employees, office employees and those employees with the authority to hire or discharge.



- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to the grievance procedure as provided in Article XXIX, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

**Section 2: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between the Company and the Union. Meetings shall include any meetings called for the purposes of labour relations issues, bargaining issues including grievance meetings and Local Agreements. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings.

**Section 3: Bargaining Authority**

The Company and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the United Steelworkers Local 1-1937, United Steelworkers Local 1-85 and the Council of USW Locals certified for some divisions of Western Forest Products Inc. unless ordered by due process of law to recognize some other bargaining authority.

**Section 4: Access to Operation**

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by permission which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

**ARTICLE II – EMPLOYER’S RIGHTS**

**Section 1: Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

**Section 2: Hiring and Discipline**

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

**ARTICLE III – HUMAN RIGHTS**

The Company and Union agree that there shall be no discrimination against any employee because of a person’s age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

## ARTICLE IV – UNION SECURITY

### **Section 1: Co-operation**

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: Non Bargaining Unit Employees**

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 employee instruction and evaluation, and equipment assessment, provided in 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 3: Union Shop**

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

### **Section 4: Shop Committee**

(a) For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union. The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

(b) The Union will 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.

### **Section 5: Discharge of Non-members**

Any employee who fails to maintain his 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 his membership.

### **Section 6: Union Membership**

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of the following Local Unions: Nos. 1-1937, 1-85 and the Council of USW Locals certified for some divisions of Western Forest Products Inc.

### **Section 7: Check-off**

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hire.

In the event an employee is in arrears of Union dues the Local Union shall notify the Company and the employee by letter, of the amount of back dues owed.

The Company shall remit the dues deducted pursuant to such assignment to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

**Section 8: Social Insurance Number**

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

**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 to the Collective Agreement.

**Section 10: Employee Discipline History**

Records of discipline will be eliminated once the Employee has had no further incidents within a five (5) year period.

**ARTICLE V – HOURS OF WORK**

**Section 1: Hours and Overtime**

- (a) The regular hours of work in all the forest products operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.
- (b) 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) shifts during the preceding six (6) days;
  - (iii) For purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
  - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (c) The established hours of work will not be altered without prior consultation with the Shop Committee, except in circumstances not in the control of the Company.

- (d) If a Statutory Holiday occurs during the work week, the employee 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, except as provided in Section 1(b) above.

The following are exceptions to Clauses (a) and (b), namely:

- (i) Firefighters;
- (ii) Employees on towboats as defined in the Employment Standards Act Regulations;
- (iii) Watchmen employed in logging camps or sawmill industries where operations are suspended.

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

- (a) Notwithstanding Article V, Section 1, the Employer may implement alternate shift schedules, subject to Supplement No. 8, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period.

- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:

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

- (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
- (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.

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

- (i) All hours worked in excess of A (i) above.
- (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 the rest day has been agreed to between the employee and the Company.

### **Section 3: Casual Work**

- (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 work on production will be paid for at one and one-half times job rate.
- (c) Casual work on maintenance, repair and preparatory work will be paid for at straight-time job rate.

- (d)
  - (i) Weekend work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
  - (ii) A laid-off regular production employee shall be considered a production employee during the weekend of the week he is laid off and will be paid rate and one-half for any work he performs on either Saturday or Sunday except as provided in Section 1(b) above.
- (e) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over the said casual employees.
- (f) 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 (e), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

#### **Section 4: Saturday and Sunday Work**

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 employee 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 at rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employee and the Company.

For the purpose of this Section, employees shall be engineers, firemen, operating millwrights, maintenance workers, watchmen, cookhouse and bunkhouse employees.

#### **Section 5: Tuesday to Saturday**

It is agreed that maintenance, repair and construction employees can be employed on a Tuesday-to-Saturday work week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the Company. In such event, work performed on Monday will 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 his rest day on Monday, work performed on Monday will be paid for at straight-time.

#### **Section 6: Completion of Afternoon Shift**

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight-time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three-shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

#### **Section 7: Three-shift Operations**

- (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.
- (b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- (c) The Company shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

**Section 8: Swing Shift**

- (a) The working force on the day shift in manufacturing plants shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.
- (b) The Company and the Union agree to discuss the extension of the provisions of (a) to the logging operations when requested by either party.

**Section 9: Rest Periods**

All employees in manufacturing plants shall be entitled to two (2) ten-minute rest periods during each regular shift, provided always that the Company shall have the right to use relief employees in implementing this provision.

**Section 10: Hot Meals**

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

**Section 11: No Work Guarantee**

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.

**ARTICLE VI – TECHNOLOGICAL CHANGE**

**Section 1: Joint Committee**

It is agreed that a Joint Committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The Committee will meet with representatives of the governments of British Columbia and Canada concerned with retraining of manpower.

**Section 2: Advance Notification**

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

**Section 3: Retraining**

The Company shall cooperate with the governments of British Columbia and Canada and participate in every way possible in training or retraining of employees so affected.

#### **Section 4: 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 his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 5 below, providing he exercises this option within the above-referred-to 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 XX - Seniority brought on by mechanization, technological change or automation he will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply.

#### **Section 5: 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) days' 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 4(b) above.

#### **Section 6: Option**

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

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

### **ARTICLE VII - WAGES - LOGGING**

#### **Section 1: Wage Rate Adjustments**

- a) The parties agree that the wages of employees covered by the Agreement shall be increased by zero percent (0%) per hour effective June 15, 2010; zero percent (0%) per hour effective June 15, 2011; two percent (2%) per hour effective June 15, 2012; and two percent (2%) per hour effective June 15, 2013.

The parties agree that effective June 15, 2010, a \$1.00 per hour increase in the current wage rate for all certified Tradespeople and those uncertified Tradespeople who were in receipt of the certified journeyman rate as of June 14, 2010. The \$1.00 per hour increase for certified journeymen has been prorated for Apprentices.

The wage increases as identified above have been incorporated into all hourly wage rates under this article.

- b) Upon ratification of the Offer of Settlement, employees whose names appear on the seniority list on the date of ratification will be provided with a \$500 signing bonus.
- c) The rates resulting from the application of the conversion percentages herein will be rounded as follows:

0 to .499 - down to the nearest cent  
 .500 to .999 - up to the nearest cent

## Section 2: Standard Logging Wage Scale

	Effective June 15, 2010	Effective June 15, 2011	Effective June 15, 2012	Effective June 15, 2013
<b>GROUP 1 -</b> Camp Watchman/Gateman Labourer Bullcook/Bedmaker	\$25.235	\$25.235	\$25.74	\$26.25
<b>GROUP 2 -</b> Powder Packer Roadman	\$25.445	\$25.445	\$25.95	\$26.47
<b>GROUP 3 -</b> Tree Planter	\$25.675	\$25.675	\$26.19	\$26.71
<b>GROUP 4 -</b> Drillers Assistant Cat Swamper Truck Greaser & Clean-up Bundler Helper (Dryland Sort) Chokerman Tire Changeman Log Dump Helper	\$25.89	\$25.89	\$26.41	\$26.94
<b>GROUP 5 -</b> Crew Bus Driver Chaser Head Bundler (Dryland Sort) Boomman Second Loader Forestry Crewman I Engineering Crewman I Heli-log Chokerman (see Note 1 – Heli-log Occupations)	\$26.13	\$26.13	\$26.65	\$27.19
<b>GROUP 6 -</b> Boring Machine Operator Towboat Deckhand Chokerman/Electronic Chokers Long Line Yarding Chokerman – Drop Line System	\$26.335	\$26.335	\$26.86	\$27.40



Heli-log Chaser (see Note 1 – Heli-log Occupations)

<b>GROUP 7 -</b>	\$26.725	\$26.725	\$27.26	\$27.80
Swifter Winch Operator				
Utility Man - Grapple Yarding				
Long Line Yarding Chaser - Drop Line System				
Forestry Crewman II				
Engineering Crewman II				
Powderman				
Baker + Board				
Second Cook + Board				
<b>GROUP 8 -</b>	\$27.065	\$27.065	\$27.61	\$28.16
Rubber Tired Skidder Operator				
Rubber Tired Skidder Operator				
Bulldozer Operator (Ballast/Fill)				
Landingman				
Long Line Yarding Chaser - R.W. - Radio-controlled Motorized Carriage				
Log Dump Operator				
Second Boomman				
Boom Boat Operator				
Bundling Machine Operator (water)				
Back Hoe Operator				
Gravel Truck Driver				
Small Mobile Drill Operator				
Trucker Driver – Explosives				
Excavator Operator – Ballast				
Heli-log Strip Runner (see Note 1 – Heli-log Occupations)				
<b>GROUP 9 -</b>	\$27.565	\$27.565	\$28.12	\$28.68
Full Time First Aid Attendant Level 3				
Grader Operator				
Front End Loader Operator				
Gradall Operator				
Bulldozer Operator - Utility				
Rigging Slinger - R.W.				
Rubber Tired Skidder Operator - Grapple				
Forestry Crewman III				
Engineering Crewman III				
Dryland Sort Utility Man				
Head Cook (small crew) + Board				
Heli-log Head Chaser (see Note 1 – Heli-log Occupations)				
Heli-log Feeder Boat (see Note 1 – Heli-log Occupations)				
<b>GROUP 10 -</b>	\$28.11	\$28.11	\$28.67	\$29.25
Slack Line Rigging Slinger - R.W.				
Slack Line Second Rigger				

Head Boomman  
 Log Grader  
 Licensed Scaler/Grader (cubic)  
 Rubber Tired Skidder Operator - Live Boom with Grapple  
 Rigging Slinger - R.W./Electronic Chokers  
 Steel Spar Operator  
 Head Cook (medium & large crew) + Board  
 Heli-log Road Runner (see Note 1 – Heli-log Occupations)

<b>GROUP 11 -</b>	\$28.885	\$28.885	\$29.46	\$30.05
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Front End Log Loader  
 Bulldozer Operator - Grade  
 Long Line Yarding Second Rigger – Drop Line System  
 Long Line Yarding Rigging Slinger - R.W. - Drop Line System  
 Steel Spar Slack Line Operator  
 Steel Spar Hooker - R.W.  
 Forestry Crewman IV  
 Engineering Crewman IV  
 Truck Dispatcher  
 Rock Driller - Tractor, Tank or Air Track  
 Log Truck Driver  
 - Self Load Trailer - Truck Rate + .20  
 - Preload - Truck Rate + .20  
 - Tri-Axle Trailer - Truck Rate + .20  
 - Pup Trailer - Truck Rate + .40  
 - Self Load Logs - Truck Rate + .40  
 - Low Bed - Truck Rate + .40  
 Landing Bucker (see Note 2 – Landing Bucker)  
 Heli-log Second Hook Tender (see Note 1 – Heli-log Occupations)

<b>GROUP 12 -</b>	\$29.68	\$29.68	\$30.27	\$30.88
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Forestry Crewman V  
 Long Line Yarding Machine Operator - Drop Line System  
 Long Line Yarding Rigging Slinger - R.W.- Radio-controlled  
 Motorized Carriage  
 Mobile Grapple Yarder Hooker/Mobile Back Spar Tender - R.W.  
 Licensed Scaler/Grader (fbm & cubic)  
 Excavator - “Building Grade”

<b>GROUP 13 -</b>	\$30.485	\$30.485	\$31.09	\$31.72
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Steel Spar Hook & Rig (Conventional) or Grapple Yarding - R.W.  
 Mobile Grapple Yarder Operator  
 Grapple Yarder Operator  
 Log Loader Operator  
 Hoe Chucker  
 Dryland Sort - Log Stacker  
 Dryland Sort - Front End Log Loader  
 Dryland Sort - Grapple Operator, Mobile or Stationary Bunks  
 Dryland Sort - Bucker

Processor Operator  
Heli-log Hooker (see Note 1 – Heli-log Occupations)

<b>GROUP 14 -</b>	\$31.32	\$31.32	\$31.95	\$32.59
Slack Line Hook & Rig - R.W.				
Log Loader Operator – Super Snorkel				
Heli-log Bull Hooker (see Note 1 – Heli-log Occupations)				
<b>GROUP 15 -</b>	\$32.155	\$32.155	\$32.80	\$33.45
Long Line Yarding Hook & Rig - R.W. Drop Line System				
<b>GROUP 16</b>	\$32.985	\$32.985	\$33.64	\$34.32
Mechanical Tree Harvester – Production				
Feller-Buncher Operator				

<b>FALLING &amp; BUCKING</b>	<b>Effective June 15, 2010</b>	<b>Effective June 15, 2011</b>	<b>Effective June 15, 2012</b>	<b>Effective June 15, 2013</b>
Falling & Bucking - Hour	\$45.085	\$45.085	\$45.99	\$46.91
Falling & Bucking - Day	\$360.675	\$360.675	\$367.89	\$375.25

- The hourly rate for falling and bucking will be for all hourly compensation provisions, except travel time. The daily rate for falling and bucking will be for the regular hours of work..
- The Company will arrange for the supply and maintenance of all necessary tools for falling and bucking.
- It is agreed that fallers will be expected to fall and buck timber for six and one-half (6-1/2) hours each regular working day.
- The Company agrees that it will not issue or continue any falling and bucking contracts after June 15, 1972 where the falling and bucking contractor employs a piecework falling and bucking system.

#### **NOTE 1 – HELI-LOG OCCUPATIONS**

The wage groups for these Heli-log categories include the applicable Radio or Radio Whistle premium where required.

#### **NOTE 2 - LANDING BUCKER**

Effective the date of ratification, the “Landing Bucker” position is moved from Group 13 to Group 11. Employees as of July 23, 2010 who performed the Landing Bucker position on a regular basis, or who held a posting, will be grandfathered and will maintain their existing hourly rate and will receive future wage adjustments accordingly. Certified Fallers who successfully bid into the “Landing Bucker” position will be paid in accordance with Group 13. On the date of ratification employees, other than those listed above, who successfully bid into the “Landing Bucker” position, will be paid in accordance with Group 11.

#### **Section 3: Certified Logging Tradesmen**

**Effective      Effective      Effective      Effective**

	June 15, 2010	June 15, 2011	June 15, 2012	June 15, 2013
<b>HEAVY DUTY MECHANIC (Group 1)</b>				
Journeyman (with certificate)	\$33.60	\$33.60	\$34.27	\$34.96
Journeyman (no certificate)	\$32.10	\$32.10	\$32.77	\$33.46
Improver (last 6 months of Apprenticeship)	\$30.24	\$30.24	\$30.84	\$31.46
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$29.90	\$29.90	\$30.50	\$31.11
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$28.56	\$28.56	\$29.13	\$29.71
Helper (1 <sup>st</sup> Year Apprenticeship completed)	\$27.89	\$27.89	\$28.45	\$29.01
Helper	\$27.55	\$27.55	\$28.10	\$28.67
<b>MACHINIST ,STEAMFITTER-PIPEFITTER, CONSTRUCTION MILLWRIGHT/CARPENTER AUTO MECHANIC, ELECTRICIAN (Group2)</b>				
Journeyman (with certificate)	\$33.355	\$33.355	\$34.02	\$34.70
Journeyman (no certificate)	\$31.855	\$31.855	\$32.52	\$33.20
Improver (last 6 months of Apprenticeship)	\$30.00	\$30.00	\$30.62	\$31.23
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$29.69	\$29.69	\$30.28	\$30.89
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$28.35	\$28.35	\$28.92	\$29.50
Helper (1 <sup>st</sup> Year Apprenticeship completed)	\$27.68	\$27.68	\$28.24	\$28.80
Helper	\$27.35	\$27.35	\$27.90	\$28.46
<b>WELDER (Group 2)</b>				
Journeyman (with DPW #1, #2, #3)	\$33.355	\$33.355	\$34.02	\$34.70
Journeyman (no certificate)	\$31.855	\$31.855	\$32.52	\$33.20
Improver (last 6 months of Apprenticeship)	\$30.00	\$30.00	\$30.62	\$31.23
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$29.69	\$29.69	\$30.28	\$30.89
Improver (1 <sup>st</sup> Year Apprenticeship completed)	\$28.35	\$28.35	\$28.92	\$29.50
Helper	\$27.35	\$27.35	\$27.90	\$28.46
<b>BODY SHOP REPAIRMAN (Group 2) RAIL CAR REPAIRMAN</b>				
Journeyman (with certificate)	\$33.355	\$33.355	\$34.02	\$34.70
Journeyman (no certificate)	\$31.855	\$31.855	\$32.52	\$33.20
<b>POWER SAW MECHANIC (Group 3) BRIDGEMAN TIRE REPAIRER/TIRE VULCANIZER</b>				
Journeyman (with certificate)	\$33.085	\$33.085	\$33.75	\$34.42
Journeyman (no certificate)	\$31.585	\$31.585	\$32.25	\$32.92
Improver	\$28.12	\$28.12	\$28.68	\$29.26
Helper	\$27.13	\$27.13	\$27.67	\$28.23

**Section 4: Logging Premiums**

(a) First Aid Ticket -

Level 2 Certificate - Occupational Rate + 50¢ /hr

Level 3 Certificate - Occupational Rate + 85¢ /hr

(b) Drillers and Powdermen (with valid ticket) - Occupational Rate + 20¢ /hr

(c) Radio Whistle - Occupational Rate + 15-1/2¢ /hr (other than designated rigging categories)

(d) Charge hands - Occupational Rate + 22¢ /hr

(e) Travel Time is the greater of Group 1 or 75% of Job Rate

**Section 5: Rate Revision**

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

**Section 6: Shift Differential**

(a) The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of thirty-one cents (31¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the thirty-one cent (31¢) premium rate for all hours worked outside the recognized day shift.

(b) Certified Logging Tradespeople (Groups 1 & 2 only): Effective June 15, 2010, certified Tradespeople assigned to work afternoon shift or graveyard shift will be paid a premium of \$1.00/hr over and above the shift premium in Section 6, paragraph (a).

**Section 7: First Aid Attendant Training**

The Company will pay the cost of training and retraining for Occupational First Aid Certificates including lost time wages to designated duty First Aid Attendants.

**Section 8: First Aid Ticket Premiums - Designated Duty First Aid Attendants**

Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid:

- a) Occupational Rate + Premium:
  - Level 2 - Fifty cents per hour (50¢/hr.)
  - Level 3 - Eighty-five cents per hour (85¢/hr.)

- b) Full-time First Aid Attendants:
  - (i) Incumbents as of June 15, 1994:

	Effective June 15, 2010 Per Hour	Effective June 15, 2011 Per Hour	Effective June 15, 2012 Per Hour	Effective June 15, 2013 Per Hour		
“AA”	\$28.11	\$28.11	\$28.67	\$29.25	+ 25 cents/hr. }	
“A”	27.565	27.565	28.12	28.68	+ 35 cents/hr. }	For Level 3 Certificate
“B”	27.065	27.065	27.61	28.16	+ 45 cents/hr. }	
“C”	26.725	26.725	27.26	27.80	+ 55 cents/hr. }	

Incumbents in these positions as of June 15, 1994 will be Red Circled, as long as they remain in these positions.

(ii) Full-time First Aid Attendants will be paid as follows:

	<b>Effective June 15, 2010 Per Hour</b>	<b>Effective June 15, 2011 Per Hour</b>	<b>Effective June 15, 2012 Per Hour</b>	<b>Effective June 15, 2013 Per Hour</b>
Level 2 - Group 7 (Logging)	\$26.725	\$26.725	\$27.26	\$27.80
Level 3 - Group 9 (Logging)	27.565	27.565	28.12	28.68

### **Section 9: Logging Wage Rate Determination Program**

The following provisions shall apply to new or significantly revised jobs and/or equipment.

- (a) (i) Advance notice of change to the Local Union.
- (ii) A prescribed application form is to be submitted to the Company and Local Union, with copies to United Steelworkers, District 3.
- (iii) The Company and the Local Union shall meet and agree on an interim rate for the changed or new category.
- (iv) Failing agreement within 50 calendar days of the date of the application, the request will be referred to the Logging Sub-Committee. The Committee will be comprised of three (3) nominees from the Union and three (3) from the Company.
- (v) Local management and the Local Union will be responsible to forward the application and the required changes on the prescribed job description to the Logging Sub-Committee.
- (vi) Rate negotiations by the Sub-Committee to establish a new rate will be guided by factors including skill, knowledge, responsibility and job conditions. The Sub-Committee will, by touring or whatever is necessary, establish a new rate within 60 calendar days of receiving the request.
- (vii) Where final agreement is reached, the Logging Sub-Committee is required to submit the final rates to the Union and the Company for completion of appropriate Letters of Understanding and updating of wage supplements. Where final agreement is not reached, the matter may be referred by either party directly to arbitration pursuant to Article XXX, Section 1. Referral to arbitration only applies, however, to new or significantly revised jobs and/or equipment occurring after June 14, 2003.
- (b) (i) New jobs shall be posted in accordance with Article XX, Section 4(a).
- (ii) Significantly revised jobs shall be posted if requested by the Camp Committee.
- (c) An employee shall receive the interim rate until such time as a new rate is negotiated.
- (d) When a new permanent rate is agreed upon or awarded by an arbitrator, the applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.

- (e) When a new permanent rate is agreed upon or awarded by an arbitrator, all employees shall receive the difference between that rate and the interim rate from the date the application is submitted per (a) (ii) or a date deemed appropriate by the Logging Sub-Committee or the arbitrator.

## **Section 10: Fire Fighting**

### **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 predetermined boundaries and requires active measures to extinguish.
- (c) **Slash Control Fire:**  
Any slash fire ignited by the Company which is contained within the predetermined 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 Collective Agreement.
- (g) **Regular Job Rates:**  
Rates of pay to employees for the performance of their regular jobs, as set out in the Collective Agreement and/or in Wage Supplement No. 1.
- (h) **Statutory Rates:**  
Rates of pay established by B.C. Forest Service for fire fighters.

### **2. COMPANY CONTROLLED TIMBER**

- (a) Notwithstanding the foregoing, when the Company directs its employees to fight fire on Company controlled timber or to fight fire on property adjacent to Company controlled timber which is threatening Company controlled timber the Company will pay these employees at the firefighting rates set out in Section 3 below.
- (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 these employees will be paid at the Statutory Rates.

### 3. FIRE FIGHTING RATES

- (a) The basic rate shall be \$25.535 per hour effective June 15, 2010; \$26.05 per hour effective June 15, 2012 and \$26.57 per hour effective June 15, 2013 and shall apply to all employees engaged in fighting Accidental or Slash Escape Fires except those performing one of the following firefighting jobs:

Category	Effective June 15, 2010	Effective June 15, 2011	Effective June 15, 2012	Effective June 15, 2013
Crew Boss	\$28.52	\$28.52	\$29.09	\$29.67
Cat Operator	28.11	28.11	28.67	29.25
Power Saw Operator	30.485	30.485	31.09	31.72
Mechanics	. . . Mechanics Regular Job Rate . . .			
Slip-on Tank &/or Trailer Tanks with Pump Operator	28.11	28.11	28.67	29.25
Water Tank Truck with Pump Driver/Operator	27.065	27.065	27.61	28.16
Service Truck/Bus Driver	25.89	25.89	26.41	26.94
Pumpman	26.335	26.335	26.86	27.40

- (b) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in firefighting. 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 firefighting 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 the firefighting, other than those set out herein, job rates shall apply.

### 4. BOARD AND LODGING

- (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 camps will receive board and lodging at Company expense.



5. **TRAVEL TIME**

Travel time for employees engaged in firefighting will be paid in accordance with the Collective Agreement, except for the overtime provisions thereof.

6. **SLASH BURNING**

- (a) All employees engaged in watching or controlling slash fires which have been set by the Company will be paid their regular job rate and overtime conditions will apply.
- (b) The arbitration award of the late Chief Justice Gordon McG. Sloan handed down on the 23rd day of February, 1948, shall apply to (a) herein.

7. **INTERPRETATIVE NOTES**

- (a) When active firefighting ceases to be necessary, rates and overtime conditions for fire watchers will revert to the normal conditions provided for in the Collective Agreement.
- (b) Notwithstanding any of the conditions herein, if any equipment possessing residual value to the operation is manufactured or created, the work performed thereon shall be subject to regular rates.
- (c) The meaning of the word "extinguish" as used in this Article, shall include the act or process of suppression to the point when the fire requires fire watchers only.

**ARTICLE VIII – WAGES - MANUFACTURING**

**Section 1: Wage Rate Adjustments**

- a) The parties agree that the wages of employees covered by the Agreement shall be increased by zero percent (0%) per hour effective June 15, 2010; zero percent (0%) per hour effective June 15, 2011; two percent (2%) per hour effective June 15, 2012; and two percent (2%) per hour effective June 15, 2013. The parties agree that effective June 15, 2010, a \$1.00 per hour increase in the current wage rate for all certified Tradespeople and those uncertified Tradespeople who were in receipt of the certified journeyman rate as of June 14, 2010. The \$1.00 per hour increase for certified journeymen has been prorated for Apprentices.

The wage increases as identified above have been incorporated into all hourly wage rates under this article.

- b) Upon ratification of the Offer of Settlement, employees whose names appear on the seniority list on the date of ratification will be provided with a \$500 signing bonus.
- c) The rates resulting from the application of the conversion percentages herein will be rounded as follows:

0 to .499	-	down to the nearest cent
.500 to .999	-	up to the nearest cent

**Section 2: Standard Manufacturing Wage Scale**

<b>Group Level</b>	<b>Effective 15-Jun-10</b>	<b>Effective 15-Jun-11</b>	<b>Effective 15-Jun-12</b>	<b>Effective 15-Jun-13</b>
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1	\$24.925	\$24.925	\$25.42	\$25.93
2	25.12	25.12	\$25.62	\$26.13
3	25.345	25.345	\$25.85	\$26.37
4	25.535	25.535	\$26.05	\$26.57
5	25.76	25.76	\$26.28	\$26.80
6	26.13	26.13	\$26.65	\$27.19
7	26.485	26.485	\$27.01	\$27.55
8	26.805	26.805	\$27.34	\$27.89
9	27.195	27.195	\$27.74	\$28.29
10	27.62	27.62	\$28.17	\$28.74
11	28.13	28.13	\$28.69	\$29.27
12	28.605	28.605	\$29.18	\$29.76
13	29.055	29.055	\$29.64	\$30.23
14	29.555	29.555	\$30.15	\$30.75
15	30.01	30.01	\$30.61	\$31.22
16	30.475	30.475	\$31.08	\$31.71
17	30.975	30.975	\$31.59	\$32.23
18	31.45	31.45	\$32.08	\$32.72
19	31.895	31.895	\$32.53	\$33.18
20	32.515	32.515	\$33.17	\$33.83
21	33.09	33.09	\$33.75	\$34.43
22	33.67	33.67	\$34.34	\$35.03
23	34.265	34.265	\$34.95	\$35.65

### Section 3: Certified Manufacturing Tradesmen

	Effective June 15, 2010	Effective June 15, 2011	Effective June 15, 2012	Effective June 15, 2013
<b>ELECTRICIAN</b>				
<b>HEAVY DUTY MECHANIC</b>				
<b>MILLWRIGHT</b>				
<b>STEAMFITTER-PIPEFITTER</b>				
<b>CONSTRUCTION</b>				
<b>MILLWRIGHT/CARPENTER</b>				
<b>INSTRUMENT MECHANIC</b>				
<b>MACHINIST</b>				
Journeyman (with certificate)	\$33.47	\$33.47	\$34.14	\$34.82
Journeyman (no certificate)	\$31.97	\$31.97	\$32.64	\$33.32
Improver (last 6 months of Apprenticeship)	\$30.12	\$30.12	\$30.73	\$31.34
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$29.79	\$29.79	\$30.38	\$30.99
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$28.45	\$28.45	\$29.02	\$29.60
Helper (1 <sup>st</sup> Year Apprenticeship completed)	\$27.78	\$27.78	\$28.34	\$28.90
Helper	\$27.45	\$27.45	\$27.99	\$28.55
<b>WELDER</b>				
Journeyman (see NOTE 1) (with certificate)	\$33.47	\$33.47	\$34.14	\$34.82
Journeyman (DPW #1 or #2)	\$32.915	\$32.915	\$33.57	\$34.24
Journeyman (no certificate)	\$31.415	\$31.415	\$32.07	\$32.74

Improver (last 6 months of Apprenticeship)	\$30.12	\$30.12	\$30.73	\$31.34
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$29.79	\$29.79	\$30.38	\$30.99
Helper (1 <sup>st</sup> Year Apprenticeship completed)	\$28.45	\$28.45	\$29.02	\$29.60
Helper	\$27.45	\$27.45	\$27.99	\$28.55

**NOTE 1:** Must be qualified under the standard Forest Industry Welding Specifications and either having completed the three-year apprenticeship program or having worked in the trade for six thousand (6,000) hours as a Welder

#### **AUTO MECHANIC**

Journeyman (with certificate)	\$33.225	\$33.225	\$33.89	\$34.57
Journeyman (no certificate)	\$31.725	\$31.725	\$32.39	\$33.07
Improver (last 6 months of Apprenticeship)	\$29.90	\$29.90	\$30.50	\$31.11
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$29.57	\$29.57	\$30.16	\$30.76
Improver (2 <sup>nd</sup> Year Apprenticeship completed)	\$28.24	\$28.24	\$28.81	\$29.38
Helper (1 <sup>st</sup> Year Apprenticeship completed)	\$27.58	\$27.58	\$28.13	\$28.69
Helper	\$27.24	\$27.24	\$27.79	\$28.35`

#### **PLANER MECHANIC**

Journeyman (with certificate)	\$33.225	\$33.225	\$33.89	\$34.57
Journeyman (no certificate)	\$31.725	\$31.725	\$32.39	\$33.07

A Planer Mechanic with a Millwright Tradesman's Qualification Certificate shall be paid at the rate of \$33.225 per hour effective June 15, 2010, \$33.89 per hour effective June 15, 2012 and \$34.57 per hour effective June 15, 2013.

#### **FILING ROOM**

Benchman (with Certificate)	\$34.415	\$34.415	\$35.10	\$35.81
Benchman (no Certificate)	\$32.915	\$32.915	\$33.60	\$34.31
Benchman Helper	\$33.47	\$33.47	\$34.14	\$34.82
Circular Saw Filer (with Certificate)	\$33.47	\$33.47	\$34.14	\$34.82
Circular Saw Filer (no Certificate)	\$31.97	\$31.97	\$32.64	\$33.32
Circular Saw Filer Helper	\$32.985	\$32.985	\$33.64	\$34.32
Saw Fitter (with Certificate)	\$32.985	\$32.985	\$33.64	\$34.32
Saw Fitter (no Certificate)	\$31.485	\$31.485	\$32.14	\$32.82
Saw Fitter Helper(1 <sup>st</sup> Yr Apprenticeship completed)	\$28.56	\$28.56	\$29.14	\$29.72
Saw Fitter Helper	\$28.22	\$28.22	\$28.78	\$29.36

### **Section 4: Manufacturing Wage Rates**

#### **(a) Minimum Wage Rate for Common Labour**

The minimum rate for common labour shall be \$24.925 per hour effective June 15, 2010; \$25.42 per hour effective June 15, 2012 and \$25.93 per hour effective June 15, 2013, except for those categories listed in the Wage Supplement attached hereto.

#### **(b) Engineers**

Engineers actually working in a job requiring the ticket herein specified, shall be paid in accordance with the following rates:

5<sup>th</sup> Class Engineer – Occupational Rate plus \$0.50 per hour

(c) Head Oiler and Oiler

The categories Head Oiler and Oiler in manufacturing plants shall receive the following rates:

	Effective June 15, 2010 Per Hour	Effective June 15, 2011 Per Hour	Effective June 15, 2012 Per Hour	Effective June 15, 2013 Per Hour
Head Oiler 1	\$28.525	\$28.525	\$29.10	\$29.68
Head Oiler 2	27.36	27.36	27.91	28.47
Oiler 1	28.13	28.13	28.69	29.27
Oiler 2	27.03	27.03	27.57	28.12

The job descriptions for these four categories are as set forth in Appendix No. 1 of the August 1, 1997 Memorandum of Agreement.

### Section 5: Manufacturing Premiums

(a) Graders and Grader-Tallymen

(i) Graders & Grader-Tallymen: All employees holding lumber grading certificates will receive \$0.25 per hour.. Effective June 15, 2010 those employees performing lumber grading jobs will receive an additional \$0.25 per hour.

(ii) Grading tickets shall be permanent and valid certificates.

(iii) All graders holding grading tickets shall attend upgrading classes as required.

(iv) Graders who are required to attend upgrading classes (rule changes) shall receive their regular straight-time job rate for time spent in attending said classes.

(b) Charge hands

(i) Charge hands - Occupational Rate + 22¢ /hr

(c) First Aid Ticket -

Level 2 Certificate - Occupational Rate + 50¢ /hr

Level 3 Certificate - Occupational Rate + 85¢ /hr

### Section 6: Rate Revision

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

### Section 7: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of thirty-one cents (31¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than

on regular shifts shall be paid the thirty-one cent (31¢) premium rate for all hours worked outside the recognized day shift.

**Section 8: First Aid Attendant Training**

The Company will pay the cost of training and retraining for Occupational First Aid Certificates including lost time wages to designated duty First Aid Attendants.

**Section 9: First Aid Ticket Premiums - Designated Duty First Aid Attendants**

Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid:

a) Occupational Rate + Premium:

- Level 2 - Fifty cents per hour (50¢/hr.)
- Level 3 - Eighty-five cents per hour (85¢/hr.)

b) Full-time First Aid Attendants:

(i) Incumbents as of June 15, 1994:

	Effective June 15, 2010 Per Hour	Effective June 15, 2011 Per Hour	Effective June 15, 2012 Per Hour	Effective June 15, 2013 Per Hour		
“AA”	\$28.11	\$28.11	\$28.67	\$29.25	+ 25 cents/hr. }	
“A”	27.565	27.565	28.12	28.68	+ 35 cents/hr. }	For Level 3
“B”	27.065	27.065	27.61	28.16	+ 45 cents/hr. }	Certificate
“C”	26.725	26.725	27.26	27.80	+ 55 cents/hr. }	

Incumbents in these positions as of June 15, 1994 will be Red Circled, as long as they remain in these positions.

(ii) Full-time First Aid Attendants will be paid as follows:

	Effective June 15, 2010 Per Hour	Effective June 15, 2011 Per Hour	Effective June 15, 2012 Per Hour	Effective June 15, 2013 Per Hour
Level 2 - Group 7 (Logging)	\$26.725	\$26.725	\$27.26	\$27.80
Level 3 - Group 9 (Logging)	27.565	27.565	28.12	28.68

**Section 10: Sawmill Rate Determination Program**

(a) Responsibility, Implementation, Continuity and Administration

The Union and Company agree to implement and continue the provisions of this Article of the Collective Agreement and any related Supplements to the Collective Agreement as administered by the Union and the Company. The Company and the Union will be responsible for all aspects of the Program.

(b) Purpose and Method

The purpose of the Program shall be the ranking of applicable hourly-paid categories and placing them in groups according to their relative value within the B.C. Coast Sawmill Industry by using a method of agreed-upon benchmark categories and related job descriptions.

Where new or significantly changed jobs do not fit an existing benchmark job description, the Parties agree to group such jobs by comparison to existing jobs where possible, in order to keep benchmark job descriptions to a minimum.

The Parties agree that the Details of Agreement as per Appendix No. 1 of the Memorandum of Agreement dated February 11, 1992 in respect of Mechanization, Technological Change or Automation will be implemented.

**(c) Application**

- (i) Sawmill Rate Determination shall be carried out at the Local Union-Local Management level in accordance with the provisions of this Article and the provisions of any related Supplements to the Collective Agreement.
- (ii) Sawmill Rate Determination shall apply to all hourly-paid categories in the Sawmill Industry except for those categories which have been excluded by mutual agreement between the Union and the Company.
- (iii) Sawmill Rate Determination shall not supersede existing in-plant agreements, signed on or before November 3, 1976 at the Local Union-Local Management level.

**(d) Development, Uniformity and Co-ordination**

In order to ensure uniform application, a Committee shall be constituted and named the Sawmill Rate Determination Committee to consist of one (1) member representative of the Company and one (1) member representative of the Union. The Rate Determination Committee shall assume general responsibility for the administration of the BC Coast Sawmill Rate Determination Program.

**(e) Procedures**

- (i) The Sawmill Rate Determination Program shall be administered jointly on a day-to-day basis by the Sawmill Rate Determination Committee.
- (ii) Any agreement reached in this manner regarding the disposition of a category rate clearance application received from the Local Union-Local Management level shall be final and binding on the Parties.
- (iii) If no agreement can be reached in this manner regarding the disposition of a category rate clearance application received from the Local Union-Local Management level, the matter shall be referred to the Union and the Company in accordance with this Article.
- (iv) Applications for the rate determination of hourly-paid categories shall consist of a Request For Rate Clearance Form containing sufficient information for the subsequent work of the Sawmill Rate Determination Committee. All Requests for Rate Clearance shall be completed at the Local Union-Local

Management Level before being forwarded to the Sawmill Rate Determination Committee for further action.

**(f) Incumbent's Rate**

No incumbent's rate shall be reduced as a result of the implementation and/or continued application of the Program. Incumbents in job categories for which the wage rate is reduced as a result of rate determination (hereinafter referred to as "Red Circled Jobs") shall continue at the original rate. Red circle rates for incumbents are increased by any general wage increases that are applicable.

**(g) Amending Procedure**

The Parties further agree that details of the Sawmill Rate Determination Program may be subject to amendment at the written request of either Party at the end of each three (3) month period from the date of this Agreement.

**ARTICLE IX – APPRENTICESHIP**

The purpose of this Article is to provide employees with the opportunity to receive occupational and vocational training through apprenticeship. The use of equitable apprenticeship selection criteria will give the Company reasonable assurances that the apprentice, upon completion of the apprenticeship, will become a proficient tradesperson.

**Section 1: Joint Apprenticeship Committee**

A Joint Apprenticeship Committee will be established.

The Joint Apprenticeship Committee will:

- (a) Be composed of three (3) members selected by the Union and three (3) selected by the Company.
- (b) Periodically review the Apprenticeship Selection Procedure and test that will have a passing requirement of seventy-five percent (75%) or other such test as agreed upon. Tests may include areas such as reading, comprehension, computer literacy, writing ability, inspections, process monitoring, problem solving, accuracy, checking, mechanical/electrical aptitude, spatial relations and shop math.
- (c) Periodically review standard interview questions and techniques for the purpose of Section 2 (f) below.
- (d) Periodically review self-evaluation tests.
- (e) Periodically review appropriate physical requirements for each trade for the purpose of Section 2 (g) below.
- (f) Provide guidance and assistance to the Company and the Union.
- (g) Monitor and analyze the success rate of the Apprentices.

- (h) Make a progress report to the bargaining committee six (6) months following its establishment and each six (6) months thereafter.
- (i) The current Memorandum of Agreement – Selection of Apprentice Procedure is included in the Appendix to this Collective Agreement.

## **Section 2: Apprenticeship Selection**

Recognizing that it is the intent of the Company and the Union to create apprenticeship opportunities, apprentice selection will be carried out at the operation level based on the following principles:

- (a) Apprenticeship positions will be posted in accordance with regular job posting procedures.
- (b) Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee's application for Apprenticeship.
- (c) All candidates for the apprenticeship will be provided with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.
- (d) Formal apprenticeship selection testing will be done in an appropriate facility. A Union representative will be present when the tests are given and marked.
- (e) An Apprentice Selection Committee made up of two (2) employee representatives and two (2) employer representatives will be established to administer the procedures contained in this agreement. Of the two (2) employee representatives, one (1) will be a tradesperson who will sit on the Apprentice Selection Committee for all apprentice selections. The second will be a tradesperson from the trade where the apprentice will work. If there is no second trades representative available as per above, then another Tradesperson from the operations will be appointed.
- (f) Up to ten (10) of the senior candidates who have satisfied the exam requirements will participate in an interview with the Apprenticeship Selection Committee. If there is no successful candidate from the first group, the process will be repeated for up to the next ten (10) senior candidates that have satisfied the exam.
- (g) The Senior Candidate who completes Sections 2 (c), (d) and (f) will be required to be "deemed fit to perform the trade" as certified by the appropriate medical practitioner.
- (h) The Senior Candidate who satisfies all of the above criteria will be awarded the apprenticeship posting.
- (i) All successful candidates will receive orientation in the Apprenticeship Program. There will be a training plan developed for each indentured apprentice. Competency of each apprentice will be reviewed throughout the program.

## **Section 3: Other Provisions**

- (a) Employees presently working in any trade as covered in Articles VII and VIII will not be eligible.



- (b) Successful applicants will be assigned as apprenticeship helpers for a probationary period of one hundred and eighty (180) days.
- (c) In the event that the successful candidate voluntarily decides to go back to his previously held job or is removed from the program less than 180 calendar days after the date of the original posting, the next most senior applicant who passes all the selection criteria will be selected.
- (d) Where an applicant has failed to pass the Apprenticeship Selection Exams, he will be eligible to bid and be re-tested one (1) additional time on a future apprenticeship posting.
- (e) An applicant who fails the Apprenticeship Selection Exams twice may be re-tested for any future apprenticeship posting if he completes relevant upgrading.
- (f) Test results will be kept on file for three (3) years. Anyone applying for an Apprenticeship Posting within that three (3) year period may have their results applied for purposes of that posting.
- (g) The Company and Union may agree to implement apprentice rotation throughout operations in order to provide a broad range of training opportunities in the trade.
- (h) The referenced Apprenticeship Selection test material will be available to the members of the Selection Committee.
- (i) Apprenticeship Selection Exams will be reviewed annually and upgraded as needed.
- (j) The Company and the Union will monitor and analyze the success rate of the Apprentices.

**Section 4: Trades**

The table below outlines the current number of training weeks and qualifying work hours for the skilled trades that are commonly employed at the Company. Up to date information on the training requirements for these and other recognized trades can be obtained from the Industry Training Authority of British Columbia ([www.itabc.ca](http://www.itabc.ca))

Occupation	ITA Trade Designation	Number of In-School Weeks of Training	Number of Levels	Number of Qualifying Work-based Training Hours
Heavy Duty Mechanic	Heavy Duty Equipment Technician	24	4	6000
Electrician	Industrial Electrician	40	4	6000
Millwright	Industrial Mechanic (Millwright)	28	4	6600
Welder	Welder C, B, A	24	4	4680
Planer Mechanic	Planer Mill Maintenance Technician	19	3	4830
Benchman	Lumber Manufacturing Industry-Benchperson	4	1	1680

Circular Sawfiler	Lumber Manufacturing Industry-Circular Sawfiler	4	1	1680
Sawfitter	Lumber Manufacturing Industry-Sawfitter	8	2	3360

### Section 5: Tests

Upon completion of each period of training in the post-secondary institution, an apprentice will be required to pass a comprehensive examination. In the event of failure to pass such comprehensive examination, the apprentice will be given a second opportunity, but in the event of failure to pass on the occasion of the second such examination he shall be required to withdraw from the Program.

### Section 6: Assignment as Helper

All successful applicants will be registered as apprentices with the Industry Training Authority and be assigned as Helpers for an 11-month period prior to attending a post-secondary institution unless the applicant's previous experience renders such assignment unnecessary.

### Section 7: Progression to Journeyman Status

Following successful completion of both on the job training requirements in the trade and in-school training for each Apprenticeship Level the apprentice will be promoted as follows:

(a) 4 Level Program

Helper (start of apprenticeship)

Level 1 Apprentice (Helper) (1<sup>st</sup> level apprenticeship completed)

Level 2 Apprentice (Improver) (2<sup>nd</sup> level apprenticeship completed)

Level 3 Apprentice (Improver) (3<sup>rd</sup> level apprenticeship completed)

Journeyman (4<sup>th</sup> level apprenticeship completed and journeyman ticket awarded)

(b) 3 Level Program

Helper (start of apprenticeship)

Level 1 Apprentice (Helper) (1<sup>st</sup> level apprenticeship completed)

Level 2 Apprentice (Improver) (2<sup>nd</sup> level apprenticeship completed)

Journeyman (3<sup>rd</sup> level apprenticeship completed and journeyman ticket awarded)

### Section 8: Tools

(a) Insurance:

(i)The Company shall, upon the signing of this Agreement, at its expense, insure for damage or loss caused by fire or flood, the tools of its employees which are required to be used in the performance of their work.

(ii)The Company shall, upon the signing of this Agreement, at its expense, insure the tools of its employees which are required to be used in the performance of their work, for loss by theft where tools are stored in a designated place of safety within the control of the Company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of fifty dollars (\$50.00) in respect of each employee's claim.

- (b) Damaged or Broken:  
The Company will repair or replace tools damaged or broken in the performance of regular duties.
- (c) Metric Tools  
The Company will make available tradesmen's tools required upon the introduction of the metric system.

### **Section 9: Qualifications**

The Journeyman must be qualified to carry out the responsibilities of his trade and be able to direct and instruct apprentices and other assistants.

## **ARTICLE X – BOARD AND LODGING**

The rate for board and lodging in logging camp boarding houses shall be \$2.50 per day.

### **Cookhouse and Bunkhouse**

- (a) Time worked by cookhouse and bunkhouse employees shall be computed on a daily basis, provided however that rate and one-half shall apply to hours worked in excess of eight (8) per day and forty (40) per week.
- (b) It is agreed that combination categories can be employed, where necessary, for the purpose of arranging weekly work schedules for regular job classifications. The highest rates in effect within these classifications will prevail for these combination employees.

The Company will require all cookhouse employees to have a health card from a recognized doctor, prior to commencing work in the cookhouse, cost of medical examination to be borne by the employer. The Company will require all cookhouse employees to have a Foodsafe Level 1 certificate, prior to commencing work in the cookhouse, cost of new Foodsafe Level 1 certificates to be borne by the employer.

## **ARTICLE XI – PAY DAYS**

The Company shall provide for pay days every second week and at that time each employee shall be furnished with an itemized and detailed statement of earnings and deductions.

Specifically, Pay Deposit Notices will identify information pertaining to separate itemized descriptive listings of all earnings (including but not limited to rates paid, hours worked, dates worked, premiums applied, lost time and vacation pay) and a separate itemized descriptive listing of all employee deductions and deductions paid by the employer on behalf of the employee (including but not limited to union dues, statutory deductions, pension, long term disability, and all other health & welfare benefits). All earnings and deductions for the current period will be accompanied by the same corresponding year-to-date information.

All employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the employee's pay into the account directly by electronic means (e.g. direct deposit). All current and new employees are to be paid by direct deposit only and shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit, and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

## **ARTICLE XII – STATUTORY HOLIDAYS AND FLOATING HOLIDAY**

### **Section 1: Logging Operations**

- (a) All employees in logging operations who work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day will be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section (2)(b)B.
- (b) An hourly rated employee in a logging operation who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### **Section 2: Manufacturing Plants**

- (a) All employees in manufacturing plants who work on New Year's Day, the designated Easter Holiday, 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 except as provided for in Article V - Hours of Work, Section 1(b) or Section (2)(b)B.
- (b) At the option of the Company, but wherever 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) An hourly rated employee in a manufacturing plant who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### **Section 3: Qualifying Conditions**

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.

(ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.

(iii) Notwithstanding (ii) above, 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.

- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XXI, Section 8 (a) or any employees while members of a Negotiating Committee under Section 8 (b) thereof shall not qualify for paid Statutory Holidays.

#### **Section 4: Sunday Holidays**

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

#### **Section 5: Saturday Holidays**

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Company and the Shop Committee.

#### **Section 6: Statutory Holiday Shift**

An employee working on a statutory holiday shall be paid, in addition to his regular wages for the Statutory holiday, time and one-half for any hours worked on a shift designated as the Statutory Holiday.

#### **Section 7: Casual Employees**

It is agreed that casual employees shall not qualify for Statutory Holiday pay.

#### **Section 8: Arrangement for Change**

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.

Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs. An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

#### **Section 9: Personal Floating Holiday**

The 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 employees will be granted one (1) Personal Floating Holiday during each contract year of the Collective Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.

(b) **Qualifying Conditions**

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his 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 his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be paid out on the first pay period following April 15. With the agreement of the Company, an employee may waive the right to a Floating Holiday and receive pay in lieu.
- (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 XIII – VACATIONS**

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

**Section 1: Entitlement**

The annual vacation for employees covered by this Agreement shall be based upon the greater of one of the following methods, the percentage of the total wages or salary of the employee during the period of entitlement, or the regular job rate method as per the chart below.

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION ENTITLEMENT	VACATION PAY RECEIVED	
		The Greater Of	
		Percent of Wages Method (See Section 4 for details)	Regular Job Rate Method (See Section 5 for details)
Less than 1 years service	0	4%	-
1 years service completed, but less than 2 years service	2 <sup>*</sup>	5%	80 Hrs.
2 years service completed, but less than 7 years service	3 <sup>*</sup>	7%	120 Hrs.
7 years service completed, but less than 15 years service	4 <sup>*</sup>	9%	160 Hrs.
15 years service completed, but less than 24 years service	5 <sup>**</sup>	11%	200 Hrs.
24 years service completed, but less than 30 years service	6 <sup>**</sup>	13%	240 Hrs.
30 years service completed or greater	7 <sup>**</sup>	15%	280 Hrs.

\* Subject to the provisions of Section 2 herein, 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.

\*\* Subject to the provisions of Section 2 herein, the additional week(s) of vacation provided for in this Section may be taken consecutively.

### Section 2: 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 shall not be impaired.
- (b) The employee will have the option to forego (i.e. be “paid out”) any part of their earned vacation in excess of statutory minimums. Current statutory minimums are:
  - i. Five years service or less – at least 2 weeks’ vacation
  - ii. Greater than five years service – at least 3 weeks’ vacation

### Section 3: 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 date 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) 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 his 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 his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.

#### **Section 4: Qualifying for 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 his employment.
- (b) 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 he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XXI, 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 XXI, 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 5: 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 his 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 earned;
  - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by WorkSafe BC 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 his 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 he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
  - (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
  - (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
  - (x) All hours worked in more than one (1) division of the parent company as a result of transfer or layoff.

## **Section 6: 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 7: Employment Standards Act**

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

### **ARTICLE XIV – CALL TIME**

#### **Section 1: Where No Work**

Any employee who is called for work or who reports for work as scheduled and finds no work-available shall be paid two (2) hours pay at his regular rate. This shall not apply if the Company gives sufficient notice cancelling work.

In the event an employee commences work and the employee is sent home prior to the completion of two (2) hours work the employee shall receive four (4) hours pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

#### **Section 2: Early Shift Logging**

Employees who are called for work or report for work as scheduled on early shift shall be compensated as follows:

(i) An employee who on reporting for work and finds no work available shall be entitled to four (4) hours' pay at the regular rate. This shall not apply if the Company gives sufficient notice cancelling the work.

(ii) In the event that an employee commences work on his shift and the employee is sent home prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.

(iii) In the event that an employee commences work on his shift and the employee is sent home after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

#### **Section 3: Night Logging**

Employees who are called for work or report for work on night logging shall be compensated as follows:

(i) In the event that an employee commences work on his shift and the employee is sent home prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.

(ii) In the event that an employee commences work on his shift and the employee is sent home after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

Sufficient notice as mentioned in Sections 1 & 2 above is deemed to have been given by the Company by contact through a mutually agreed upon process which could include contact by telephone, broadcast on a local radio station, etc.

## **ARTICLE XV – FARE ALLOWANCE**

### **Section 1: On Layoff**

Subject to Section 3 of this Article, if an employee upon entering the employment of a Company, or returning to work after a shutdown, or after a period of leave of absence due to injury or illness, is laid off through no fault of his own by reason of no work being available, the Company shall provide him with fare allowance upon the following conditions:

- (a) If laid off before working for forty (40) days, he shall receive the cost of his round trip transportation back to the point of residence.
- (b) An employee with three (3) months' seniority shall receive the cost of his round trip transportation when returning to camp from the point of residence following a period of layoff.
- (c) An employee with three (3) months' seniority shall receive the cost of his round trip transportation when returning to camp from the point of hospitalization or convalescence following a period of absence by reason of accident or illness.
- (d) Payment of fare allowance under this Section shall not be greater than the cost of round trip transportation between the operation in question and Vancouver.

### **Section 2: After Thirty (30) Days**

An employee, on entering the employment of the Company, and after having completed thirty (30) days of work shall be reimbursed the cost of one-way transportation from point of residence.

Payment of fare allowance under this Section shall not be greater than the cost of one-way transportation between the operation in question and Vancouver.

### **Section 3: Limitations**

With the exception of 1(c) above, the provisions of this Article shall apply only to employees who live in bunkhouses in logging camps.

### **Section 4: Alternate Shift Schedules**

In isolated logging operations where employees live in a company bunkhouse, and where an alternate shift schedule is in effect, transportation/fares at shift changes will be determined on the following basis:

- (a) Camp management will meet with the Local Union and will:

- (i) identify the town center with road access from which transportation/fares to the camp can be provided;
  - (ii) identify the method of transportation to be used.
- (b) Applicable transportation costs or fares will be shared on a 60-40 basis between the Company and the employee.
  - (c) Employees must be available at the point and time of departure where transportation is provided, and to qualify for fare allowances an employee must complete the full shift schedule.
  - (d) This Section does not apply to camps with road access to a town center.

### **Section 5: Absence due to Injury or Illness**

- 1. Employees with three (3) months' seniority, or more, who are absent due to injury or illness, shall receive the cost of their round trip transportation upon returning to camp on one of the following bases:
  - (a) From the point of final hospitalization if more than one point of hospitalization is involved.
  - (b) From the point of residence if the final point of hospitalization is outside the Province of British Columbia.
  - (c) From the point of final convalescence if more than one point of convalescence is involved.
  - (d) From the point of residence if the final point of convalescence is outside the Province of British Columbia.
  - (e) To obtain fare for convalescence or hospitalization a medical certificate is required if requested by the employer. The term "convalescence" shall include treatment by a physician, surgeon, chiropractor, physiotherapist, eye specialist, dentist, etc., even though no hospitalization is required. For optical or dental work a medical certificate is required stating that emergency treatment was necessary.
  - (f) There shall be no restrictions on fare entitlement except that it shall be limited to the cost of round trip transportation to the nearest appropriate medical facilities and as outlined in (e) above.
- 2. There shall be no duplication of fares paid for any one trip where an employee qualifies under Clauses (a) and (b) of Section 1 of Article XV of the Collective Agreement.
- 3. Under no circumstances shall payment of fare allowance under this Section be greater than the cost of round trip transportation between the operation in question and Vancouver.

## **ARTICLE XVI – TRAVEL TIME**

- (a) Employees, except fallers, in all logging operations shall be paid at straight-time rates for time spent on Company property in excess of eight and one-half (8-1/2) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said eight and one-half (8-1/2) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half (1/2) hour.

Nothing in this provision shall be read in such a way as to reduce an employee's regular daily hours of work from eight (8) hours.

- (b) Fallers shall be paid at straight-time rates for time spent on Company property in excess of seven (7) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said seven (7) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch time exceeds one-half (1/2) hour.

Nothing in this provision shall be read in such a way as to reduce the requirement of fallers to fall and buck timber for six and one-half (6-1/2) hours each regular working day.

- (c) For purposes of (a) and (b) above, 'straight-time rates' means 75 percent of the employee's regular job rate, or the Group 1 Labourer rate, whichever is the greater.
- (d) Employees, except fallers, away from the designated marshalling point in excess of ten (10) hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of ten (10) hours.
- (e) Fallers away from the designated marshalling point in excess of nine and one-half (9-1/2) hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of nine and one-half (9-1/2) hours.
- (f) The provisions of this Article apply to any water travel involved between the marshalling point and the work site.
- (g) The Company shall avoid unnecessary delay in transporting employees from the marshalling point to the place of work and return.
- (h) It is hereby expressly provided that this Article shall not be interpreted to provide for the payment of Travel Time for the same hours that an employee, including an employee who is a faller, is working and is being paid at overtime rates of pay. In the application of this provision, the operator of crew transportation being paid overtime rates of pay shall be excluded from any travel time payments.

## **ARTICLE XVII – HEALTH AND WELFARE**

### **Section 1: Board of Trustees**

The Board of Trustees composed of four (4) members representing USW and four (4) members representing the Industry, are responsible for the administration of the USW-Coastal Forest Industry

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 2: Insurance Coverage**

The following coverage will be instituted on an Industry-wide basis with a common carrier:

- (a) Group Life Insurance for each qualified employee is \$100,000. Effective October 31, 2012, coverage increased to \$110,000 and effective October 31, 2013, coverage increased to \$120,000.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee is \$100,000, with 24 hour coverage, on or off the job. Effective October 31, 2012, coverage increased to \$110,000 and effective October 31, 2013, coverage increased to \$120,000.

(c) Weekly Indemnity as follows:

The weekly indemnity benefit level will be four hundred and fifty-seven dollars (\$457) per week.

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 Employment 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.

A "No Downs" provision is in effect so that the benefit level will not be reduced by any future reductions by E.I.C. of the maximum insurable earnings number.

(i) Third Party Subrogation

A third party subrogation clause is in effect 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 is 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 worked out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

(ii) WI/WorkSafe BC Interface

The benefit payment period terminates when a combined total of 26 weeks of payment have been made from the Plan and WorkSafe BC in the form of temporary wage loss or income continuity benefits.

(iii) Experience Surcharge Program

An Experience Surcharge Program is in effect which penalizes employers in the Health and Welfare Plan who have claims experience in excess of 125% of the contribution rate on a three-year rolling average basis, as in the Southern Interior Health and Welfare Plan.

(iv) Experience-rated Rebate System

An experience-rated rebate system is in effect which, along with the existing experience surcharge system, serves as an incentive to establish and improve effective disability management programs on an operational basis.

(v) Laser Surgery - Section 6.03 of the Plan Text permits laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit Commencement Date from his/her first day of disability.

### **Section 3: Extended Health and Medical Services Plan Coverage**

Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include:

#### **Hospitalization**

Hospitalization coverage up to a maximum of \$8.50 per day;

#### **Vision Care**

The Vision Care limit will be, relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription, two hundred and fifty dollars (\$250) per member or dependent in any 24-month consecutive period.

#### **Physiotherapy**

The Physiotherapist / Massage Practitioners' limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year.

#### **Chiropractors**

The Chiropractors / Naturopathic Physicians' limit will be six hundred dollars (\$600) per member or dependent per calendar year.

#### **Orthopedic Shoes**

The Orthopedic Shoes limit will be five hundred dollars (\$500) [adults], and three hundred dollars (\$300) [child] per calendar year.

#### **Orthotics**

Coverage for prescribed orthotics will be established with a maximum limit of two hundred dollars (\$200) per member or dependent per calendar year.

#### **Hearing Aids**

The Hearing Aids limit will be five hundred and fifty dollars (\$550) every five years. The same five hundred and fifty dollar (\$550) limit will be established per member or dependent, every five years, unless there is alternate coverage provided for.

#### **Medical Travel**

For the period June 15, 2010 to the expiry date of the contract, the maximum medical travel allowance payable is \$2,000/ member or dependent, subject to a \$1,000 maximum in any one year for the period June 15, 2010 to the expiry date of the contract.

**Annual Extended Health Benefits Plan Deductible**

The annual Extended Health Benefits Plan benefits deductible for an individual or family will be seventy-five dollars (\$75.00).

**Extended Health Benefit Plan Lifetime Maximum**

The Extended Health Benefit Plan's lifetime maximum payable shall be sixty thousand dollars (\$60,000).

**Prescription Deductible**

The Company will provide employees with an Extended Health Benefit Pay-Direct Card based on a Provincial Pharmacare only formulary patterned after the existing IFLRA-USW model in the Southern Interior, effective January 1, 2008.

Effective October 1, 2010, the PharmaCare Formulary will no longer be applicable. Effective October 1, 2010, a \$5 per prescription deductible for drugs will be implemented.

**Surgical Stockings**

Surgical stockings with a compression rating of 30 or higher that are prescribed by a physician will be covered to a limit of \$250 per calendar year.

**Section 4: General Principles**

- (a) Premium cost for insurance shall be paid for by the Company.
- (b) Participation in the Plan is a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible for coverage once he has completed thirty working days in a ninety-day period. Once achieved, benefits will commence on the first of the month following the completion of the aforementioned thirty working days. 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 Employment Relations, Canfor Limited, Western Forest Products Inc., all other coastal forest industry employers, USW-Coastal Forest Industry Health & Welfare Plan and the Union, and there shall be no waiting period for qualified employees changing employers within the Industry.
- (e) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority - six (6) months;
  - (ii) Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.



- (f) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff 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 Article XXI - Leave of Absence, Section 5: 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 his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (i) Employees on extended leave of absence under Article XXI - Leave of Absence, Section 5: 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.

#### **Section 5: Dental Plan**

- (a) A Dental Plan will be provided based on the following general principles:
- (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees.
  - (ii) Prosthetics, crowns, and bridges (Plan B) - the Plan pays 60% of approved schedule of fees.
  - (iii) Orthodontic (Plan C) - the Plan pays 60% of approved schedule of fees (lifetime maximum \$2,500), with no waiting period. The lifetime maximum limit will be \$3,000 for children only.
- (b) For individuals sixteen (16) years and older, one check-up will be covered every nine (9) months and for children under the age of sixteen (16) years, one check-up will be covered every six (6) months.
- (c) Bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.

#### **Section 6: Employee and Family Assistance**

The Company will provide for an employee and family assistance service.

### **ARTICLE XVIII – LONG TERM DISABILITY PLAN**

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

- (a) The contributions from both the Industry and the employee will be eighty cents (80¢) per hour per employee per hour worked of which the Industry will contribute forty cents (40¢) and the employee will contribute forty cents (40¢). Effective September 01, 2010, contributions from both the Company and the Employee will be one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the Company will contribute sixty cents (\$0.60) per hour, and the Employee will contribute sixty cents (\$0.60) per hour.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Protection Against Withdrawals: Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. 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.

### **Rehabilitation, Return-to Work, Disability Management**

The Industry and 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:

- (i) improve the timeliness, effectiveness and quality of Rehabilitation from the Plan; and
- (ii) 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.

## ARTICLE XIX – PENSION PLAN

### Hourly Contribution

The hourly contributions to the IWA-Forest Industry Pension Plan will be made on a per hour per employee per hour worked basis as follows:

Employer	Employee
\$2.67-1/2	\$1.62-1/2

Contribution rate for both Employers and Employees will be reduced by \$0.275 when the plan is fully funded as per the July 6, 2000 Memorandum of Agreement.

## ARTICLE XX – SENIORITY

### Section 1: Principle

The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.

### Section 2: Reduction & Recall of Forces

- (a)
  - (i) 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 1. Where a reduction of forces is caused by emergency conditions the application of plant 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 right under this provision it shall notify the Shop Committee as soon as possible.
  - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### **Section 3: Retention during Layoff**

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

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees laid off 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. Maximum seniority retention is twenty four (24) months.

A laid off employee's seniority retention under (a) and (b) above is reinstated upon the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer and Local Union in writing of any change of address and other contact information.

### **Section 4: Job Posting**

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XX, Section 1.
- (c) In logging operations the employer may temporarily fill the vacancy until a permanent replacement is decided through the application of seniority.

### **Section 5: Departments**

It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operation. The Union and the Company shall meet and outline the basis of departments for seniority purposes if required.

### **Section 6: Probationary Period**

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this Section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for sixty (60) working days, during which time they are to be considered probationary employees, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, 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) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.

- (b) Clause (a) of this Section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid off; and within ninety (90) days for those terminated as a result of a permanent closure.
- (c)
  - (i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
  - (ii) It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

### **Section 7: Hiring Preference**

- (a) When hiring new employees the following order of preference will apply, competency considered, from among those completed applications on file:
  - (i) Former employees of the operation who have lost their seniority retention as a result of the last layoff in the operation;
  - (ii) Regular employees from other operations of the Company who are on a layoff that exceeds sixty (60) consecutive days, in accordance with their Company seniority in WFP-USW certified operations;
  - (iii) A pool consisting of former employees who have been terminated as a result of a permanent closure of a WFP-USW certified operation.

NOTE: In the application of (ii) and (iii) above, applicants will be selected firstly from operations of the Company within the Local Union, and secondly from operations of the Company in other Locals.

- (b) If there is an announced closure that is either permanent or in excess of sixty (60) consecutive days, the provisions of Clause (a)(ii) will apply on the date the employees are terminated or laid off.
- (c) Where a temporary curtailment or closure reaches sixty (60) consecutive days in duration, the Company and the Local Union may mutually agree to an extension of the sixty (60) consecutive day period, otherwise Clause (a)(ii) will apply at that point.
- (d) Seasonal shutdowns in logging operations will not be covered by the provisions of this Section.
- (e) An employee who qualifies for preferential hiring and wishes to exercise his right to preferential hiring, must make application to the Company within six (6) months of his layoff or termination date. If such employee has not been hired within six (6) months of the date of his application, he must reactivate his application.

The Company will implement a reasonable and effective system for the laid-off employee to make and update a preferential hiring application. The Company will accept E-mailed and mailed applications.

- (f) Employees called back to their jobs, from a preferential hiring job, and subsequently laid off, within two (2) weeks, will not have to again repeat the sixty (60) consecutive days waiting period to qualify for preferential hiring at that time.
- (g) (i) An employee who has been hired under the provisions of Clause (a)(ii), and is working at that operation, must return to his regular job at his originating operation when recalled or terminate his employment from the originating operation.  
  
(ii) An employee who returns to his originating operation has terminated his employment from the operation which extended preferential hiring.  
  
(iii) Local Union and the Management of the originating operation may mutually agree to waive the provisions of (i) above, for a period of recall not to exceed thirty (30) consecutive days.
- (h) An employee who has been hired under the provisions of this Section and is working at that operation, loses his entitlement to all other preferential hiring rights until he is laid off. New applications must then be completed and filed pursuant to the terms of this Agreement.
- (i) Employees hired in accordance with Clause (a)(ii) at other WFP-USW operations shall retain seniority for vacation and Statutory Holiday purposes.
- (j) Employees who have received a severance from a Company operation may use their seniority for hiring preference selection purposes only.

#### **Section 8: Seniority Application (Logging)**

- (a) Where the Union holds a certificate of bargaining authority covering a large area in which the Company has two or more distinct logging operations, and distance makes the application of seniority impractical, it is agreed that the following principles shall apply:
  - (i) There shall be separate seniority for each operation.
  - (ii) In the event of a closure or layoff of any of the camps concerned, other than normal seasonal shutdowns, the Company shall give hiring preference to those people laid off in accordance with the provisions of Article XX, Section 1 when they are hiring for another operation included in the same certification.
- (b) Details of application of the said principles shall be worked out between the Company and the Union.

#### **Section 9: Absence without Leave**

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.

#### **Section 10: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

**Section 11: Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:
  - (i) If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or,
  - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
  - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of the Collective Agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

**Section 12: Seniority and Sub-contracting**

The Company will extend its consultative and remedial processes in connection with sub-contracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice of its intentions and exploring ways and means of integrating senior employees into other jobs where sub-contracting takes place.

**ARTICLE XXI – LEAVE OF ABSENCE**

**Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

## **Section 2: 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 section 2(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 section 2(d).
- (f) An employee's combined entitlement to leave under section 2(a) and section 2 (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under section 2(b) or section 2(e).

## **Section 3: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

## **Section 4: 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.

### **Compassionate Care Leave:**

(a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.

(b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed after:



- (i) the date the certificate is issued, or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
  - (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
  - (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
    - (i) the family member dies;
    - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
  - (f) A leave taken under this subsection must be taken in units of one or more weeks.
  - (g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

### **Section 5: Compassionate Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational 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) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

### **Section 6: 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 he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.

- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

### **Section 7: Jury Duty**

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his 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 pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

### **Section 8: Union Business**

- (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 his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are appointed or elected as representatives to attend to Union business in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, 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 due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

### **Section 9: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial, Municipal, Regional office shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting such business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

## ARTICLE XXII – HEALTH AND SAFETY

### Section 1: Common Concern and Responsibility

The Company and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent industrial injury and illness. In order to effect a thoroughly understood and accepted Safety and Health Program for employees at work, it is agreed that joint and cooperative methods shall be encouraged.

The Company shall continue to make provisions for the health, safety and working environment of the employees. All employees, Plant or Camp Chairs, Co-Chair of the OHSC, appropriate Safety Representatives and /or Crew Safety Representative and representatives of the Union shall have the right to discuss matters dealing with health, safety and environmental conditions. Matters brought forward will be investigated promptly. To this end, Joint Occupational Health and Safety Committees will be established.

### Section 2: Joint Health & Safety Committee

- (a) The Joint Occupational Health & Safety Committee (OHSC) shall be comprised of
- (i) Where there are twenty (20) or more employees, at least four (4) members,
  - (ii) Where there are fewer than twenty (20) employees, at least one (1) Union and one (1) Company representative.

The Joint Committee must consist of worker representatives and employer representatives who have knowledge of the area they represent, and at least half shall be worker representative. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative.

- (b) All serious incidents, dangerous occurrences and near miss incidents shall be investigated by persons knowledgeable in the type of work involved and the Co-Chair of the Plant or Camp OHSC or their designates.
- (c) The Company and Union agree to fully cooperate with the OHSC and the Company will provide reasonable facility to carry out inspections and investigations, and will provide access to all reports, plans and records pertinent to the work of the OHSC.
- (d) The occupational health and safety program must be designed to prevent injuries and occupational diseases, and without limiting the generality of the foregoing, the program must include:
- (i) a statement of the employer's aims and the responsibilities of the employer, supervisors and workers, including contractors and sub-contractors;
  - (ii) for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;

- (iii) appropriate written instructions, available for reference by all workers;
  - (iv) provision for holding periodic Union-Management meetings for the purpose of reviewing health and safety activities and incident trends, and for the determination of necessary courses of action;
  - (v) provision for Safety Suggestion forms approved by the OHSC's and utilized so that employee suggestions can be documented and dealt with promptly by the first line supervisor. Suggestions will also be forwarded to the OHSC;
  - (vi) provision for holding periodic OHSC meetings at least monthly;
  - (vii) provision for prompt investigation of incidents to determine the action necessary to prevent their recurrence;
  - (viii) the maintenance of records and statistics, including reports of inspections and incident investigations, with provision for making this information available to the joint committee and included in the OHSC minutes;
  - (ix) provision by the employer for the training and supervision of workers in the safe performance of their work.
- (e) The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC inspector during workplace visits.

### **Section 3: Pay for Meetings**

- (a) The Company will pay straight-time rates, not exceeding two (2) hours per week, to employee members for the actual time spent in attending OHSC meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- (c) Where OHSC meetings are held during working hours, with the consent of the Company, the employees' time will not be deducted for attending such meetings or investigations into accidents.
- (d) Employees who are members of an OHSC are not entitled to any benefits contained in this Collective Agreement when they attend OHSC meetings while on lay off. Specifically while they are compensated for attending OHSC meetings as described in paragraphs (a), (b) and (c) above; receipt of such pay does not engage the seniority retention, qualifying conditions for Statutory Holidays or Health Benefits renewal or retention clauses of this Collective Agreement.

### **Section 4: Minutes**

The Company will provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings, exclusive of Saturdays, Sundays, and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the OHSC or their designates and if there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Manager and Local Union.

## **Section 5: Injuries & Claims**

- (a) Should the Company request a meeting with an employee to discuss his claim with the WorkSafe BC, he will be entitled to request a Union representative when practicable.
- (b) If an Employee requests a copy of the Company First Aid Report completed by the First Aid Attendant involving his report, it shall be provided.

## **Section 6: Serious Incidents, Dangerous Occurrences and Near Misses**

- (a) The Union Co-Chairperson or his designate and a member of the Occupational Health & Safety Committee, shall be notified promptly in order that he may be accompanied to the site of a serious incident or near miss required to be reported to WorkSafe BC.
- (b) The incident scene shall not be disturbed, except for the purpose of saving life or relieving human suffering, until the employee members referred to in (a) have had the opportunity to inspect and investigate the site, and WorkSafe BC officer authorizes such disturbance.
- (c) The President of the Local Union shall be notified immediately in the case of a serious accident or incident.
- (d) In such cases a representative of the Union shall have access for investigations which shall be arranged expeditiously if requested, and Company officials shall accompany the Union official.

## **Section 7: Fatalities**

- (a) In addition to section 6 if a workplace fatality occurs, the Company shall notify the President of the Local Union in order that he may designate two (2) employees, who shall, within sixteen (16) hours of such fatality, be accompanied on an inspection of the accident site and, at the same time, be provided with all available pertinent information concerning the fatality. Employees of the company so designated shall not lose regular pay for participation in this process.
- (b) Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

## **Section 8: 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 he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a) An employee 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 employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the employee 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 employee who made the report and in the presence of
  - (i) an employee member of the joint committee, or
  - (ii) another employee who is selected by the Union.
- (e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

### **Section 9: Injury at Work**

When an employee is injured at work and the examining physician recommends that the employee not return to work he shall be paid at his hourly rate of pay for the remainder of the day on which he was injured. When the examining physician states that the injured employee is not able to return to work on the same day, the employee shall be paid his hourly rate of pay for the total time lost as a result of the injury on the day of the accident. The Company shall provide transportation required for employees injured at work, to their final destination, whether it be a hospital or home.

### **Section 10: WHMIS**

The Company will continue with its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are kept up-to date with material identification and use.

### **Section 11: Contractors & Sub-Contractors**

- (a) The Company shall inform all contractors and sub-contractors of relevant Safety Rules and Procedures and shall ensure such Regulations and Safety Rules are enforced.
- (b) The Company further agrees that procedures are in place for the transportation of all injured workers.

### **Section 12: Crew Boat Safety**

The Parties agree to establish a Joint Committee to develop safety procedures, equipment standards, and training for the operation of “twelve passengers and under” crew boats. The Committee will be composed

of three (3) company representatives and three (3) Union representatives knowledgeable in the transportation of workers.

The Joint Committee will consult with the appropriate authorities and with their assistance develop and implement procedures for:

- (i) Training Program for crew boat drivers.
- (ii) Develop and implement appropriate safety equipment standards.
- (iii) Procedures and standards for inspections of the equipment and condition of the crew boat(s).
- (iv) The Parties agree the Safety and Health Research Committee will be asked to coordinate and assist in the development of this program.

### **Section 13: Safety & Health Research Program**

The USW-Forest Industry Safety and Health Research Program will be maintained.

- (a) The Plan will be jointly trusteeed.
- (b) The Plan is to be funded on the basis of an Industry contribution of one half (1/2) cent per hour per employee per hour worked.

## **ARTICLE XXIII – SAFETY EQUIPMENT**

- (a) Where the following articles of equipment are required to be used by the Employer or by WorkSafe BC, the Employer shall:
  - (i) supply new employees with the articles of equipment as required,
  - (ii) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
  - (iii) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee,

1. Aprons	5. Dust protection
2. Hard hats	6. Eye protection
3. Welding goggles, etc.	7. Ear protection
4. Flotation equipment	8. Gloves
- (iv) replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.

- (b) The Employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders and Tradesmen.
- (c) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
- |                 |              |
|-----------------|--------------|
| 1. Caulk boots  | 3. Rain gear |
| 2. Safety shoes | 4. Coveralls |
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
- (e) Employees who have six (6) months' or more seniority, or upon obtaining six (6) months' seniority, are entitled to an allowance for caulk boots on one of the following bases:
- (i) An employee who is required, to wear caulk boots by WorkSafe BC in the course of his duties shall receive annually a one hundred and twenty dollar (\$120) caulk boot allowance, or
  - (ii) An employee who is required to wear caulk boots on a regular basis for a period of not less than six (6) calendar months within a year shall receive annually a two hundred and fifty dollar (\$250) caulk boot allowance.

Seasonal layoffs shall not interfere with the qualifying period herein.

#### **ARTICLE XXIV – NEW AND EVOLVING WORK**

The Parties agree to a process which will seek to balance the economic concerns of the Company while increasing access for Company crews to participate in new and evolving work within the Company.

The process requires the Company and the Local Union to approach issues based on the points listed below.

- 1) It is desirable to have Company employees perform work for which they are reasonably capable within the bargaining unit, i.e.
  - 2nd Growth Harvesting
  - Phase contracting
  - Processing of lower value products
  - Value added
  - Remanufacturing
- 2) The Company and the Local Union 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,



- (b) quality objectives, and
  - (c) safety.
- 3) The Parties recognize that they can't reasonable anticipate all circumstances and situations which may arise so can't prescribe comprehensive solutions in advance.
  - 4) There may be constraints which make it impractical or unreasonable for Company employees to perform all the work within the bargaining unit.
  - 5) Issues must be resolved in a timely fashion.

**Dispute Resolution Process:**

In order to assist the Company and the Local Union in resolving disputes which may arise as a result of this Article, the Company and the Union agree to:

- (a) Establish a joint Dispute Resolution Committee comprised of two (2) representatives from the Company and two (2) representatives from the Union to fact find and assist the Company and Local Union in reaching a solution. The parties agree to name the committee within thirty (30) days of execution of the Collective Agreement.
- (b) Management or Local Union can request the assistance of the Dispute Resolution Committee.
- (c) The Dispute Resolution Committee will utilize the services of facilitators, mediators or whatever means in order to reach a final recommended resolution.
- (d) Where the regular company employees are displaced by reduction in the Annual Allowable Cut or other land use decisions that result in the downsizing or closure of manufacturing plants or logging operations, the parties agree to meet to discuss ways to mitigate against job loss.
- (e) If there is a dispute regarding the process outlined under this Article, either party may refer the matter to the grievance procedure, under Article XXIX – Adjustment of Grievances. The jurisdiction of an arbitrator appointed under this section is limited to examining whether or not the New and Evolving Work process has been followed.

**ARTICLE XXV – CONTRACTORS AND SUB-CONTRACTORS**

- (a) As of the date of the signing of the Memorandum of Agreement the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.
- (b) In the case of a grievance arising under this Article, which the Parties are unable to settle between themselves the matter shall be determined as described below.

- (c) Either party may request a hearing before the umpire with respect to the interpretation, application, operation or alleged violation of clause (a) herein. If the parties are unable to agree on the selection of the umpire, the parties will request the Chief Justice of British Columbia to appoint the umpire, for the term of the Collective Agreement.
- (d) The parties will attempt to develop an agreed Statement of Fact for submission to the Umpire. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Umpire. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Umpire. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Umpire no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.
- (e) The dispute shall be determined on an expedited basis. The decisions of the umpire will be made in writing and all decisions will be final and binding upon the parties.

#### **ARTICLE XXVI – PERMANENT CLOSURES**

The Company agrees that employees affected by a permanent closure shall be given sixty (60) days' notice of closure.

#### **ARTICLE XXVII – SEVERANCE PAY FOR PERMANENT PLANT OR LOGGING CAMP CLOSURE**

- (a) Employees terminated by the employer because of permanent closure of a manufacturing plant or a logging camp shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable. However, where alternate shifts are in effect (e.g., 10-hour or 12-hour shifts) under Article V, Section 2, and Supplement No. 8 the severance pay available shall not exceed the maximum severance pay based on an eight-hour shift equivalent.
- (b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.
- (c) Where a logging camp is relocated and the employees involved are not terminated by the employer as a result of the logging camp relocation, they shall not be entitled to severance pay under this Article.

**NOTE:** There will be no pyramiding of severance pay by employees who may be entitled to severance pay from Government Programs and the Collective Agreement. A Joint Committee will be established to coordinate severance pay benefits under any government programs and Collective Agreement provisions.

#### **ARTICLE XXVIII - PERMANENT PARTIAL CLOSURES**

- (a) A permanent partial closure occurs when a major operating component of a manufacturing facility is declared closed by the Company or has not operated for a period of 24 months. The major operating components of a manufacturing facility are defined as a sawmill, planer mill and dry kiln.
- (b) A permanent partial closure in logging occurs when a logging operation as referenced in SCHEDULE "A" has not operated for a period of 24 months.
- (c) In the event a permanent partial closure is declared by the Company, or the facility has not operated for a period of 24 months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent partial closure.
- (d) Employees who are terminated by the Company because of a permanent partial closure shall be entitled to severance pay equal to ten (10) days for each year of continuous service and thereafter in increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable. However, where alternate shifts are in effect (e.g., 10 hour or 12 hour shifts) under Article V, Section 2 and Supplement No. 8, the severance pay available shall not exceed the maximum severance pay based on an eight-hour shift equivalent.
- (e) Severance pay is not payable where a part of a manufacturing facility or logging operation is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the Company.
- (f) Severance pay is not payable if an employee affected by a permanent partial closure is offered a position within the same operation of the Company.
- (g) The application of this Article becomes effective upon ratification of the 2010 Collective Agreement. There is no retroactivity of application of this Article affecting events occurring prior to ratification.

## **ARTICLE XXIX – ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

#### **Step One**

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days after the date on which he is notified orally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the grievance.

#### **Step Two**

If a satisfactory settlement is not reached at Step One, the Shop Committee shall take up the grievance with either the personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged

by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step 2.

### **Step Three**

If the grievance is not then satisfactorily solved, it shall be referred to the Union and the Management. A policy grievance filed or declared by a member of a plant/camp committee, the Local Union or by the Company, shall commence at Step 3 of the grievance procedure.

### **Step Four**

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXX.

### **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, and Four within fourteen (14) days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XXX – ARBITRATION**

### **Section 1: Grievances**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXIX, the matter shall be determined by arbitration as follows:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:

(i) either directly or indirectly has any interest in the subject of the arbitration;

(ii) has participated in the grievance procedure preceding the arbitration;

(iii) is, or has been, within a period of eight (8) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the USW, or a Company directly engaged in the forest products industry.

- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.

- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (f) The Parties shall appoint a panel of eight (8) arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
- (g) The single arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection the dispute shall be reassigned to the next arbitrator in the rotation.

## **Section 2: Expedited Arbitration**

To facilitate the timely resolution of grievance matters which remain unresolved following the conclusion of the procedures for Adjustment of Grievance contained in Article XXIX, the parties agree to implement an expedited arbitration procedure, as follows:

- (a) Two arbitrators will be selected to serve as Chairpersons to resolve disputes referred to expedited arbitration. The parties will each select one Chairperson who will provide available dates for hearings.
- (b) The agreement of both parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both parties.
- (c) The parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration, unless there is mutual agreement to extend the time limit.
- (d) The parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.

- (e) No legal counsel will be used by the parties during the course of the hearing. Witnesses and oral submissions from the parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within 10 days of the hearing.
- (g) The parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.
- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

### **Section 3: Cost Sharing**

The parties shall jointly bear the cost of the arbitrator.

### **Section 4: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Nanaimo or at such other place as may be decided by the Parties.

## **ARTICLE XXXI – EDUCATION AND HUMANITY FUNDS**

### **Section 1: Education Fund**

- 1. The Company will contribute to the Fund three cents (3¢) per hour per Employee per hour worked. Effective June 15, 2013, the contributions will be increased to five cents (5¢) per hour worked per Employee.
- 2. The Company shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the Employees for whom the contributions were made and the hours worked by the Employee.

### **Section 2: Humanity Fund**

- (a) The Company agrees to deduct on a bi-weekly basis the amount of not less than \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.
- (b) The Company shall pay once every three months the amount so deducted 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.

- (c) The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this article.

### **ARTICLE XXXII – FORESTRY ENVIRONMENTAL COMMITTEE**

The Parties agree that Forestry Environmental Committees in Logging shall be established by the Company and the Union.

### **ARTICLE XXXIII – STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

### **ARTICLE XXXIV - DURATION OF AGREEMENT**

- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15th day of June, 2010, to midnight the 14th day of June, 2014, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. 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 upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 15th day of June, 2014. 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 an agreement is reached or until negotiations are discontinued, by either Party.
- b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Collective Agreement.

#### **FOR THE UNION:**

Bob Matters  
USW Wood Council Chair

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

#### **FOR THE COMPANY:**

Harold Mercer  
Western Forest Products Inc.

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.



**SUPPLEMENT NO. 2**  
**WOODLANDS LETTER OF UNDERSTANDING**

BETWEEN:

WESTERN FOREST PRODUCTS INC.

("COMPANY")

AND:

United Steelworkers, Locals 1-1937 AND 1-85 and the Council of USW Locals Certified for WFP  
("UNION")

WESTERN FOREST PRODUCTS and the Union agree as follows:

1. Except as provided in this Letter of Understanding, the existing rights and obligations of the Company and the Union under Article XXV of the Collective Agreement are not affected.
2. As of the date of this Letter of Understanding, but subject to paragraph 4 below, a Company may contract out a woodlands operation to an USW Certified Contractor on a stump-to-dump basis. The Company will consult with the Union prior to selecting a Contractor. By agreement between the Company and the Local Union, the operation may be sub-divided into two stump-to-dump contracts.
3. The Union and the Company agree, and the Contractor must also agree, that the Contractor will be deemed to be the successor employer under the *Labour Relations Code* including recognition of the seniority rights of all employees on the seniority list of the Company; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.
4. Notice under Section 54 of the *Labour Relations Code* will be provided to the Union prior to any Woodlands operations being contracted out under this Letter of Understanding. Discussions under Section 54 must include the Contractor(s).
5. In the event there is a surplus of employees created as the result of moving the woodlands operation or subdivision thereof to a Contractor, the Company will offer severance pay (calculated in a manner consistent with Article XXVII) to the surplus employees. By agreement between the Company and the Union, the severance pay opportunities may be directed towards facilitating the severance of older workers who may volunteer for such severance.
6. In the event a surplus employee accepts the severance pay offered, the surplus employee will lose all seniority rights including preferential hiring rights under the Collective Agreement.

7. The commercial contract between the Company and the Contractor(s) will be for a period of not less than five years. In the event a contract is discontinued for any reason prior to its end date (e.g., insolvency of the Contractor or performance issues), a replacement contractor must be an USW Certified Contractor. The Union and the Company agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be the successor employer under the *Labour Relations Code*, including recognition of the seniority rights of all employees on the seniority list, for the remainder of the period of the contract; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.
8. If a Contractor is replaced after the initial 5-year period or any extension thereof, the commercial contract between the Company and the replacement Contractor must be for a period of not less than five years. The replacement Contractor must be an USW Certified Contractor. The Union and the Company agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be a successor employer to the initial Contractor under the *Labour Relations Code*, including recognition of seniority rights of employees on the then-existing seniority list; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.
9. Paragraphs 7 and 8 shall apply to all succeeding replacement Contractors.
10. In the event the operational responsibility for a woodlands operation or subdivision thereof is taken back by the Company, the Company will acknowledge and assume full successorship obligations under the *Labour Relations Code*, including recognition of seniority rights of employees on the then-existing seniority list.
11. If the Company sells or otherwise transfers its woodlands operations or Licences it will ensure that the purchaser or transferee agrees to assume the obligations of the Company set out in this Letter of Understanding.
12. If any dispute arises with respect to the interpretation or application of this Letter of Understanding, the parties will meet to discuss the dispute and if they are unable to resolve the dispute, the matter will be referred to Don Munroe for final resolution by mediation or arbitration. If Mr. Munroe is unavailable, Stan Lanyon will serve in his place. If Mr. Lanyon is unavailable, David McPhillips will serve in his place.
13. This Letter of Understanding does not apply to stump-to-dump contracts entered into prior to the date hereof.
14. The Company agrees that it will work with the Union to ensure that all its contractors pay their Collective Agreement obligations, including exploring the possibility of including "hold-back" provisions in commercial contracts.

DATED THIS 23rd DAY OF JULY, 2010

FOR THE UNION:

Bob Matters  
USW Wood Council Chair

FOR THE COMPANY:

Harold Mercer  
Western Forest Products Inc.

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.

**SUPPLEMENT NO. 3**  
**LETTER OF UNDERSTANDING**

BETWEEN

Western Forest Products Inc.  
(Company)

AND

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers  
International Union  
(United Steelworkers)  
AFL-CIO-CLC  
Locals 1-1937, 1-85 and the Council of USW Locals Certified for WFP (Union)

Re: Plywood Manufacturing Operations

The Company and the Union wish to record their mutual understanding about plywood manufacturing operations.

The Company does not own or operate plywood manufacturing facilities. The Parties agree that Collective Agreements between the Parties in force after June 14, 2010 contain no references to or terms affecting plywood manufacturing operations.

In the event that the Company acquires and operates plywood manufacturing facilities in the future the Parties agree to include Article VII-Plywood Job Evaluation and Article X-Wages, Section 5: Filer-Grindermen, as contained in the 2007-2010 Coast Master Agreement, in the Collective Agreement.

The Company undertakes to advise the Union in a timely manner should it acquire plywood manufacturing facilities in the future.

Signed by all parties on May 15, 2010

FOR THE UNION:

FOR THE COMPANY:

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D. Wong, President  
USW, Local 1-1937

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H. Mercer, Manager  
Labour Relations

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D. Steinhauer, President  
USW, Local 1-85

A. R. Tanner  
HR Advisor

**SUPPLEMENT NO. 4**

**Letter of Understanding**  
Between  
**United Steel Workers Local 1-1937 and Local 1-85 and Council of Locals**  
(The Union)  
And  
**Western Forest Products Inc.**  
(The Company)

**Collectively referred to as “the parties”**

**Re: Maintenance Service Time and Hook Tender Responsibilities**

The purpose of this document is to clarify the duties and responsibilities of machine operators and hook tenders with the additional 40 minutes (2/3 hour) paid to employees working in those job categories at Western Forest Products logging operations. This policy is not intended to replace current practices that specifically address Maintenance Service Time.

**1. MACHINE OPERATORS**

**Maintenance Service Time Definition**

Maintenance Service Time refers to the performance of daily service checks and lubrication prior to the start of the shift and minor repairs/adjustments performed during the shift. Those employees whose job requires them to perform duties which fall under the heading of “Maintenance Service Time” will be paid 40 minutes at the overtime rate provided the regular work day is completed.

**Eligible Employees**

Those employees who are the operators of designated machines are covered by this policy. *Note: employees newly assigned to operating a piece of equipment will receive an orientation with the Master Mechanic regarding the proper servicing.*

**Designated Equipment**

No changes from current practice.

**Duties and Responsibilities**

- Gather up the supplies, parts, etc. required for the worksite prior to marshaling time
- Complete the applicable checklist for the machine (i.e. logging truck drivers’ pre-trip checklist)
- If there is no designated inspection checklist the operator should conduct a pre-operational inspection/walk-around consisting of:

- a visual inspection for damage or leaks
  - checking the engine fluid levels, hydraulic fluid levels, and radiator coolant levels
  - performing all lubrication and greasing requirements in accordance with the manufacturer's specifications or as demonstrated during an orientation
- The equipment operators will be required to warm up the machine prior to the start of the shift.
  - Monitor the operating performance of the machine throughout the shift and document and report all malfunctions. Check with the maintenance department to see that repairs were completed as required.
  - Perform minor maintenance including but not limited to: removing and replacing damaged hoses, tightening loose bolts, brake adjustment, tightening belts, fixing minor air leaks, etc. as required. Assist mechanics where possible
  - Fuel machine as required, outside the regular shift if necessary.
  - Note: where a machine operator travels with a crew to a remote site, servicing will be completed as quickly and efficiently as possible at the beginning or the end of the shift to minimize the disruption to the workday. At a minimum, before the shift begins the operator will:
    - conduct a Pre-Trip walk-around looking for damage or leaks
    - check engine fluid, hydraulic oil, and radiator coolant levels
    - warm up the machine

During lunch time or other idle time opportunities the operator will complete the remainder of the necessary servicing.

### **Tools**

Tools are the responsibility of the operator; however, tools broken on the job will be replaced in kind when presented to the master mechanic

## **2. HOOK TENDERS**

Western Forest Products holds that hook tenders are leaders who take responsibility on their side in a number of key areas:

- safety, including training, work practices and procedures, and equipment
- communications with the crew as well as supervisors and others
- equipment management
- efficiency, quality, and production
- operating mobile backspars

Hook tenders who assume these responsibilities will be paid 40 minutes at the overtime rate provided the regular work day is completed.

### **Eligible Employees**

#### **Hook tenders**

### **Duties and Responsibilities**

- Set a high standard of safety by example and monitor practices on the side with teaching and interventions as required

- Ensure necessary equipment and supplies are gathered prior to marshalling time
- Discuss work plans with the supervisor prior to leaving the marshaling yard and debrief with the supervisor upon return to the marshaling yard at the end of the day
- Coordinate activities of the worksite during the shift to optimize quality, efficiency, and production
- In the case of a mobile back spar, complete the designated inspection checklist or conduct a pre-operational inspection/walk-around consisting of:
  - a visual inspection for damage or leaks,
  - checking the engine fluid levels, hydraulic fluid levels, and radiator coolant levels
  - performing all lubrication and greasing requirements in accordance with the manufacturer's specifications or as demonstrated during an orientation
- Warm up backspar and be ready to start at the beginning of the shift if necessary
- Monitor the operating performance of the machine throughout the shift and document and report all malfunctions on a work order. Check with the maintenance department to see that repairs were completed as required.
- Assist mechanics where possible performing minor maintenance and repairs.
- Fuel machine as required, outside the regular shift if necessary

Read, Agreed and Accepted this 15<sup>th</sup> day of June, 2010.

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Bob Matters, Chair  
Wood Council  
United Steel Workers

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Harold Mercer, Manager  
Labour Relations  
Western Forest Products Inc.

**SUPPLEMENT NO. 5**

**Letter of Understanding**

**Between**

**Western Forest Products Inc.**

**And the**

**United Steelworkers Local 1-85, Local 1-1937, and the Council of USW Locals**

**Certified for Some Divisions of Western Forest Products Inc.**

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**Re: Marshalling Points**

The collective bargaining agreement requires the Union and the Company to agree upon the establishment of marshalling points. In an effort to keep the operations viable, it may be appropriate to establish an additional marshalling point for specific cut-blocks.

Should the discussion on an additional marshalling point not be resolved, then either Party may take the matter to mediation where the Mediator has the authority to mandate a resolve.

Should the Parties not reach agreement on the selection of a mediator, the Ministry of Labour will be requested to appoint one.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bob Matters,  
Wood Council Chair

\_\_\_\_\_  
Harold Mercer  
Manager, Labour Relations



United Steelworkers

Western Forest Products Inc.

**SUPPLEMENT NO. 6**

**LETTER OF UNDERSTANDING**

**TRAINING AGREEMENT PRINCIPLES**

BETWEEN: WESTERN FOREST PRODUCTS INC.

AND: UNITED STEELWORKERS

The Parties agree as follows:

**JOB TRAINING GUIDELINES**

**APPLICATION**

1. Where the Company and Local Union agree to a Job Training Program, the following principles are a guide and basis for negotiation and implementation of training programs at the operational level. The purpose of Job Training Agreements will be to improve safety and health in the operation, enhance job advancement and to ensure adequate job relief.

**POSTING**

1. Training positions will be posted for a minimum period of three (3) consecutive working days, or seven (7) consecutive working days when an alternate shift is in place.
2. Employees on any approved Leave of Absence will have the right to bid on training positions provided they notify the company of their intention to do so, and return to the operation within twenty (20) days from the date of the trainee posting.

**SELECTION and TRAINING**

1. Selection of trainees will be based on seniority, with due regard to job prerequisites and shift considerations.

2. The Company shall select a qualified person to provide the training with due regard to safety and the ability to communicate effectively.
3. The training period shall be sufficient for the trainee to learn the position.
4. The Company will notify the Shop Committee in writing when a trainee is judged to be qualified or is removed from the training program because of lack of competence.

**RATES of PAY**

1. During the training period trainees will receive their regular job rates of pay, which shall not exceed the rates of the job for which they are being trained.

**SENIORITY**

1. If during the training period the trainee wishes to discontinue training or fails to qualify, he will return to the job previously held.
2. When an employee has been trained, he may be required to accept a position.

**REVISION and TERMINATION**

1. A Job Training Program Agreement is not intended to vary, cancel or otherwise affect existing training agreements unless the Company and the Local Union agree otherwise.
2. A Job Training Program Agreement can be revised by mutual agreement or terminated by either party upon written notice after expiration of a reasonable period of time, to be agreed upon by the parties.

**FOR THE UNION:**

Bob Matters  
USW Wood Council Chair

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

**FOR THE COMPANY:**

Harold Mercer  
Western Forest Products Inc.

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.

**SUPPLEMENT NO. 7**  
**LETTER OF UNDERSTANDING**

Between:

**Western Forest Products Inc.**

And:

**United Steelworkers**

**Re: Forest Industry Training and Employment Resources**

During the term of the collective agreement, the USW and WESTERN FOREST PRODUCTS will explore and study the establishment and development of a joint Forest Industry Training and Employment Resources (FITER) council to help address the issues around ongoing changes in the coastal forest industry that are impacting Union members, their families and communities.

**FOR THE UNION:**

Bob Matters  
USW Wood Council Chair

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

**FOR THE COMPANY:**

Harold Mercer  
Western Forest Products Inc.

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.

## **SUPPLEMENT NO. 8**

### **ALTERNATE SHIFT SCHEDULING**

As referred to in Article V of the Collective Agreement

The following are the general principles for the establishment, implementation or discontinuance of alternate shift schedules.

#### **1. FLEXIBILITY OF HOURS OF WORK**

The parties recognize the need for flexibility of hours other than those outlined in Article V – Hours of Work, Section 1, for the express purpose of better utilization of manpower and equipment, and to increase business efficiency.

#### **2. SHIFT SCHEDULING**

- (a) Any shift schedule that falls outside the regular hours of work set out in Article V, Section 1 is, by definition, an alternate shift schedule.
- (b) In accordance with Article V, Section 2, the Company may implement alternate shift schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period and:
  - (i) Except by agreement with the Local Union and subject to (ii), maximum scheduled daily hours of work will be 12 hours;
  - (ii) In logging the maximum scheduled daily hours of work for physically demanding or dangerous occupations will be 10 hours.

#### **3. IMPLEMENTATION**

- (a) Any implementation of an alternative shift must be done with bona fide business rationale. The Company will provide the business rationale demonstrating the need for an alternative shift, complete with the nature and details of the proposed alternative shift.
- (b) The business rationale will be reviewed by the Local Union and Plant / Camp Committee. The Company will provide information to the Union respecting how the shift schedule provided in Article V is not meeting the Company's business purposes.
- (c) The Company agrees to work cooperatively with the Local Union and Plant / Camp Committee and will ensure that all relevant information is provided. The Local Union and Camp Committee will have the opportunity to review the business rationale and within a two (2) week period propose alternatives.

- (d) If the Union's alternative proposal is not accepted, the Company will detail the reason(s) why, and may implement the alternative shift proposed by the Company upon 72 hours' notice, or sooner in cases of other circumstances not in the control of the Company.
- (e) If the Company accepts the alternative proposal, there will be a three (3) month trial period to evaluate that alternative.
- (f) There will be a review of the alternative that was implemented and if the review demonstrates that the business rationale is not being achieved, the Company may implement the alternate shift schedule as proposed by the Company upon 72 hours' notice.
- (g) Any dispute arising from this implementation process that the Company and the Local Union and Plant / Camp Committee are not able to resolve may be referred to the Shift Dispute Resolution procedure.

#### 4. GENERAL PRINCIPLES

When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SAFER), under the Collective Agreement will be administered on the basis of hours paid.

- (a) The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period. The averaging period will be the period of one shift cycle for any alternate shift schedule implemented in accordance with this article taking into account all the relevant circumstances. Prior to the introduction of the alternative shift the shortest possible averaging period will be determined
- (d) Overtime will not be scheduled as part of an alternate shift schedule. When alternate shift schedules are in place, the overtime provisions in Article V, Section 2 will apply, except as referenced in (g) below.
- (e) All existing alternate shift agreements shall not be superseded by Article V, Section 2, except by agreement between the Company and the Local Union.
- (f) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (g) 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.

- (h) Employees who are scheduled to work an alternate shift schedule of less than 40 hours per week over an averaging period will nevertheless be paid 40 hours' pay. When an alternate shift schedule is used, each individual shift must be at least eight (8) hours long.
- (i) 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.
- (j) An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- (k) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.
- (l) Where the Company does not provide to the employee seventy two (72) hours' notice of a change to an employee's work schedule, the employee will be paid at rate and one-half for his first shift on the new schedule. The Company will not change an employee's work schedule to avoid a statutory holiday.
- (m) For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (1) fifteen (15) minute break plus a one-half (1/2) hour unpaid meal break.
- (n) For twelve (12) hour shifts, rest periods will be two (2) fifteen (15) minute breaks plus a one-half (1/2) hour unpaid meal break. On a continuous twelve (12) hour shift schedule, the meal break will be paid at straight time rates. "Continuous twelve (12) hour shift schedule" means that there are two 12-hour shifts in a 24-hour period.
- (o) Statutory Holidays
  - (i) Immoveable Statutory Holidays (five in manufacturing, four in logging): Labour Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day are "immoveable" statutory holidays. The Company will not, except in cases of operational emergency, compel employees to work "immoveable" statutory holidays.
  - (ii) Moveable Statutory Holidays: Notwithstanding Article XII, Section 9, the Company, with the exception of the immoveable statutory holidays, shall have the right after consulting with the Local Union to require an employee to observe a Statutory Holiday on a day that is not the day on which the Statutory Holiday is normally observed. In all events, an employee will be entitled to a compensating day off, which shall be scheduled by mutual agreement within a 90-day period. In the event the company and the union are unable to agree on the scheduling of a substitute holiday within the 90-day period, the parties may agree to schedule it outside the 90-day period.
  - (iii) Where a statutory holiday falls on an employee's rest day, the holiday is to be rescheduled on a work day to occur within a 90-day period by mutual agreement.
  - (iv) Identification of Moveable Statutory Holidays: Where an alternate shift equally bridges a holiday and a non-holiday (such as a shift from 1800h to 0600h), absent agreement

between the Company and the Union, the Company determines which shift is to be observed as the Statutory Holiday.

- (v) Payment for Working Statutory and Substituted Statutory Holidays: Employees whose Statutory Holiday is rescheduled under this paragraph will be paid consistent with Article XII, Sections 1 and 2 if they work the substituted Statutory Holiday. Specifically, an employee who works a moveable Statutory Holiday is paid at straight time rates. Where the Company and Union agree that the employee will not take a compensating day off and will work the “substituted” statutory holiday, the rate to be paid is double rate and one-half.
- (p) Statutory and Floating Holidays will be paid as per the employee's regular schedule.
- (q) Bereavement Leave and Jury Duty shall be paid consistent with Article XXI. These days will be paid at the regular daily wage consistent with the work schedule.
- (r) 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.
- (s) For those employees working an alternate shift schedule with shifts over eight (8) hours the sixty (60) working days referenced in Article XX – Seniority, Section 6: Probationary Period – will be changed to four hundred and eighty (480) working hours in a six-month floating period.
- (t) The Company will provide notice of two weeks of discontinuance of any alternate shift implemented, except where a change in shift schedule is due to other circumstances not in the control of the Company. This discontinuance will not result in any overtime payments provided the full averaging period has been completed.

## **5. SHIFT DISPUTE COMMITTEE**

- (a) The Parties agree that if the objectives sought in alternative scheduling are misunderstood the potential for disputes and disruption is assured. Therefore, it is further agreed that a proper dispute resolution procedure is necessary to ensure the ongoing viability of the Company.
- (b) The Parties agree to appoint high level representatives to a Shift Resolution Committee that will endeavour to resolve disputes through a problem solving approach.
- (c) The Shift Resolution Committee may assist with the implementation of shifts contemplated to meet an operational need or resolve implementation issues the Company and Local Union have been unable to resolve.
- (d) The Shift Resolution Committee will rely on the negotiated language and any other practical approaches that may assist.
- (e) In general, the terms of reference will be as follows:



- (i) Emphasis on resolving alternate shifting disputes at the operational level between the Parties in the event they have reached an impasse.
  - (ii) Defined timelines for advancing and investigating unresolved disputes.
  - (iii) Written statement of facts provided by the Local Union and the Company to clarify the issues in dispute.
  - (iv) No lawyers involved to allow the parties to explore practical solutions to the dispute.
  - (v) The use of a Facilitator to assist the parties in a non-binding manner.
  - (vi) The Shift Resolution Committee may refer any unresolved issues respecting implementation of an alternate shift schedule to expedited arbitration pursuant to Article XXX, Section 2 of the Collective Agreement. The jurisdiction of an arbitrator appointed under this section is limited to examining whether or not the implementation process in this article has been followed.
- (f) Nothing in this section is intended to prevent or delay the implementation of an alternate shift schedule by the Company.

FOR THE UNION:

Bob Matters  
USW Wood Council Chair

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

FOR THE COMPANY:

Harold Mercer  
Western Forest Products Inc.

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.

## **SUPPLEMENT NO. 9**

### **LETTER OF UNDERSTANDING**

Between:

**Western Forest Products Inc.**

And:

**United Steelworkers**

#### **Re: Alternate Shift Scheduling – Physically Demanding and Dangerous Occupations**

The parties agree to establish a high level committee process to interpret and clarify the meaning of Physically Demanding and Dangerous Occupations and how this is applied to alternate shifting. What has caused this to come into questions is schedules in logging which exceed 10 hours per day.

Great concern around working safely and accidents are under scrutiny and the parties want to ensure that all facets are identified and considered.

The parties have agreed there is not a precise explanation to which jobs in logging fit within the terminology. There is recognition that the workplace is influenced by circumstances, such as weather, distance from residence and/or marshalling point, fatigue, terrain, and lighting condition. These items and others all play a factor.

The conclusion is that there are a variety of circumstances that affect each operation and the decisions regarding the length of the workday.

In order to provide some guidance and recommendation for the parties we have agreed to undertake a review of the issue using external professional expertise to examine the situation at an operational(s) level. The external resources will be persons with logging knowledge and a full understanding of Safety and workplace practices.

Those persons will be provided with access to operation management, local unions and experienced employees. It is further agreed that the reviews will begin with the examination of workplaces scheduled to work ten (10) hours or more per day, or where requested by either party.

The expectation of this project will be that a set of guidelines, procedures and recommendations will be provided back to the parties.

The parties further agree to explore further funding options for this project with the Ministry of Labour and other agencies.

The parties finally agree that this project will commence within thirty (30) days of ratification of this Collective Agreement.

**FOR THE UNION:**

Bob Matters  
USW Wood Council Chair

Dave Steinhauer  
USW Local 1-85

Darrel Wong  
USW Local 1-1937

**FOR THE COMPANY:**

Harold Mercer  
Western Forest Products Inc.

Len Smith  
Western Forest Products Inc.

Iain Donaldson  
Western Forest Products Inc.

Mark Kenny  
Western Forest Products Inc.

## **SUPPLEMENT NO. 10**

### **MEMORANDUM OF AGREEMENT**

**Between**

**WESTERN FOREST PRODUCTS INC.  
(the “Company”)**

**And**

**UNITED STEELWORKERS LOCALS 1-1937, 1-85  
And the COUNCIL OF USW LOCALS CERTIFIED FOR WFP  
(the “Union”)**

### **SELECTION OF APPRENTICE PROCEDURE**

The Company and the Union agree to the following Apprenticeship Selection Procedure:

#### **PREAMBLE**

The purpose of this Memorandum is to provide employees with the opportunity to receive occupational and vocational training through apprenticeship. The application of the apprenticeship selection criteria contained herein will give the parties reasonable assurances that the apprentice, upon completion of the apprenticeship, will become a proficient tradesperson.

#### **1. APPRENTICE SELECTION COMMITTEE**

A Committee made up of a minimum of two (2) employee representatives and two (2) employer representatives will be established to administer the procedures contained in this Agreement. Of the two (2) employee representatives, one (1) will be a Tradesperson from the operation who will sit on the Selection Committee for all apprentice selections. The second will be a Tradesperson from the trade department where the apprentice will work. If there is no suitable second trades representative available as per above, then another tradesperson from the operation will be appointed.

#### **2. JOB POSTING PROCEDURE**

Apprenticeship positions will be posted in accordance with the Company’s job posting procedures.

#### **3. SELF EVALUATION TESTS**

Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee’s application for Apprenticeship.

4. CANDIDATE INFORMATION SESSION

A session will be held with all candidates for the apprenticeship to provide them with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.

5. APPRENTICESHIP SELECTION EXAM

Candidates are required to meet or exceed the passing grades established jointly by the Company and the Union.

6. INTERVIEW PROCESS

Up to ten (10) of the senior candidates who have satisfied the exam criteria will participate in an interview with the Apprentice Selection Committee. If there is no successful candidate from this first group, the process will be repeated for up to the next ten (10) senior candidates that have satisfied the exam criteria.

7. MEDICAL ASSESSMENT

Successful candidates who passed the interview process must be deemed fit to perform the trade in question as certified by the appropriate medical practitioner.

8. APPRENTICE SELECTION

The senior candidate who satisfied the interview criteria and has been deemed fit to perform the trade will be awarded the apprenticeship posting.

9. TRAINING PLAN

All successful candidates will receive orientation in the Apprenticeship Program. There will be a training plan developed for each indentured apprentice. Competency of each apprentice will be reviewed throughout the program.

10. LIVING DOCUMENT

The Joint Company-Union Apprenticeship Committee will ensure that this Apprenticeship Selection Procedure will be reviewed annually and upgraded as needed.

11. OTHER PROVISIONS

- a) Employees presently working in any trade will not be eligible.
- b) Successful applicants will be assigned as helpers for a probationary period of 180 days.
- c) In the event that the successful candidate voluntarily decides to go back to his/her previously-held job, or is removed from the program less than 180 calendar days after the date of the original position, the next most qualified applicant will be selected.

- d) It is agreed that where an applicant has failed to pass the Selection Exam, he/she will be eligible to bid and be retested one (1) additional time on a future apprenticeship posting.
- e) An applicant who fails the Selection Exam twice may be retested for any future apprenticeship posting if they complete relevant upgrading.
- f) Test results will be kept on file for 3 years. Anyone applying for an Apprenticeship Posting within that 3-year period may have their results applied for purposes of that posting.
- g) Appendix 1 contains the tests.  
Appendix 2 contains a description of the tests.  
Appendix 3 contains a description of the form utilized to ensure the apprentice is fit to physically perform the tasks of the trade.

Signed this 23rd day of July, 2010.

For: The Union

The Company

Bob Matters  
USW Wood Council Chair

Harold Mercer  
Western Forest Products Inc.

Dave Steinhauer  
USW Local 1-85

Len Smith  
Western Forest Products Inc.

Darrel Wong  
USW Local 1-1937

**APPENDIX 1**

**MEMORANDUM OF AGREEMENT  
Between  
THE COMPANY  
And  
THE UNION**

The Company-Union Apprenticeship Selection process will include the following exams/  
cut-off scores and the following interview structure:

**Mechanical Trades**

▪ Wonderlic Personnel Test (A, IV or V)	22
▪ Bennett Mechanical Comprehension (S or T)	48
▪ Flanagan Industrial Test (FIT) Arithmetic	29
▪ Flanagan Industrial Test (FIT) Tables	28
▪ Flanagan Industrial Test (FIT) Assembly	9
▪ Industrial Reading Test (A or B)	28

**Electrical Trades**

▪ Wonderlic Personnel Test (A, IV, or V)	24
▪ Bennett Mechanical Comprehension (S or T)	46
▪ Flanagan Industrial Test (FIT) Arithmetic	35
▪ Flanagan Industrial Test (FIT) Tables	30
▪ Flanagan Industrial Test (FIT) Patterns	8
▪ Industrial Reading Test (A or B)	34
▪ Flanagan Aptitude Classification (FACT) Reasoning	10

**Interview**

Standardized questions in the following categories. Each category will have a maximum score of 10, and the candidate must score 35 or higher to move to the next step.

- Safety Awareness
- Experience/Knowledge/Skills
- Work Performance
- Communications
- Interpersonal

**APPENDIX 2**

**MEMORANDUM OF AGREEMENT  
Between  
THE COMPANY  
And  
THE UNION**

**Selection of Apprentices**

**Description of Aptitude Tests**

The Company-Union Apprenticeship Selection process includes the following exams:

**Mechanical Trades**

Wonderlic Personnel Test (A, IV, V)

This test measures an applicant's ability to learn specific tasks, solve problems, understand instructions, and apply knowledge to new situations.

Bennett Mechanical Comprehension (S or T)

This test assesses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

Evaluates an applicant's ability to add, subtract, multiply and divide.

Flanagan Industrial Test (FIT) – Tables

Evaluates an applicant's ability to read tables quickly and accurately.

Flanagan Industrial Test (FIT) – Assembly

Evaluates an applicant's ability to visualize how separate pieces will look when assembled as a unit.

Industrial Reading Test (A or B)

This test measures an individual's ability to read and comprehend rules, regulations and technical manuals through industry relevant passages and questions.

**Electrical Trades**

Wonderlic Personnel Test (A, IV, V)

This test measures an applicant's ability to learn specific tasks, solve problems, understand instructions, and apply knowledge to new situations.

Bennett Mechanical Comprehension (S or T)

This test assesses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

Evaluates an applicant's ability to add, subtract, multiply and divide.



**Flanagan Industrial Test (FIT) – Tables**

Evaluates an applicant's ability to read tables quickly and accurately.

**Flanagan Industrial Test (FIT) – Patterns**

Evaluates an applicant's ability to perceive and reproduce pattern outlines accurately.

**Industrial Reading Test (A or B)**

This test measures an individual's ability to read and comprehend rules, regulations and technical manuals through industry relevant passages and questions.

**Flanagan Aptitude Classification (FACT) – Reasoning**

Evaluates an individual's ability to understand basic mathematical concepts and relationships.

**APPENDIX 3**

**MEMORANDUM OF AGREEMENT  
Between  
THE COMPANY  
And  
THE UNION**

**Description of Medical Evaluation**

The purpose of the medical evaluation is to ensure that applicants, who have passed both the aptitude tests and the interview, have no pre-existing medical condition that would prevent them from being deemed fit to perform all aspects of the specific tradesman's job.

The medical evaluation assesses critical job related visual and physical demands.

The medical evaluation process should contain the following:

- Professional opinion of a qualified medical professional that the applicant is of a state of general health that he/she can safely undertake the job-specific functions.
- An eye exam to ensure the candidate meets visual acuity requirements of the trade.

The apprenticeship candidate must satisfy the job-specific vision and functional requirements.

A general description of the vision, colour discrimination, hearing, body position, limb coordination and strength requirements for the various trades can be found in the Human Resources and Social Development Canada Career Handbook. The Career Handbook website is [www23.hrdc-drhc.gc.ca/ch/e/docs/ch\\_welcome.asp](http://www23.hrdc-drhc.gc.ca/ch/e/docs/ch_welcome.asp). To locate the physical requirements for each trade on this website, click on "Classification Structure," then click on "Skill Type 7 Trades, Transport ...". You can now locate the particular trade that is of interest and identify the general physical requirements of that trade.

**SCHEDULE "A"**  
**to the**  
**2010 – 2014 Western Forest Products Collective Agreement**

Western Forest Products Inc. operations covered by the 2010 – 2014 Collective Agreement are listed below.

Gold River Forest Operation	Local 1-85
Nootka Sound Central Sort	Local 1-85
Port Alberni Forest Operation (Henderson Lake only)	Local 1-85
Burleith Log Sort	Local 1-1937
Cowichan Bay Sawmill Division	Local 1-1937
Duke Point Sawmill Division	Local 1-1937
Englewood Forest Operation	Local 1-1937
Holberg Forest Operation	Local 1-1937
Jeune Landing Forest Operation	Local 1-1937
Nanaimo Sawmill Division	Local 1-1937
Port McNeill Forest Operation	Local 1-1937
Quatsino Dryland Sort	Local 1-1937
Saltair Sawmill Division	Local 1-1937
Alberni Pacific Sawmill Division	USW Council
Chemainus Sawmill Division	USW Council
Mid Island Forest Operation	USW Council
Queen Charlotte Island	USW Council
Somass Sawmill Division	USW Council
Stillwater Forest Operation	USW Council

Read, Agreed and Accepted this 30<sup>th</sup> day of June, 2010.

For the Union:

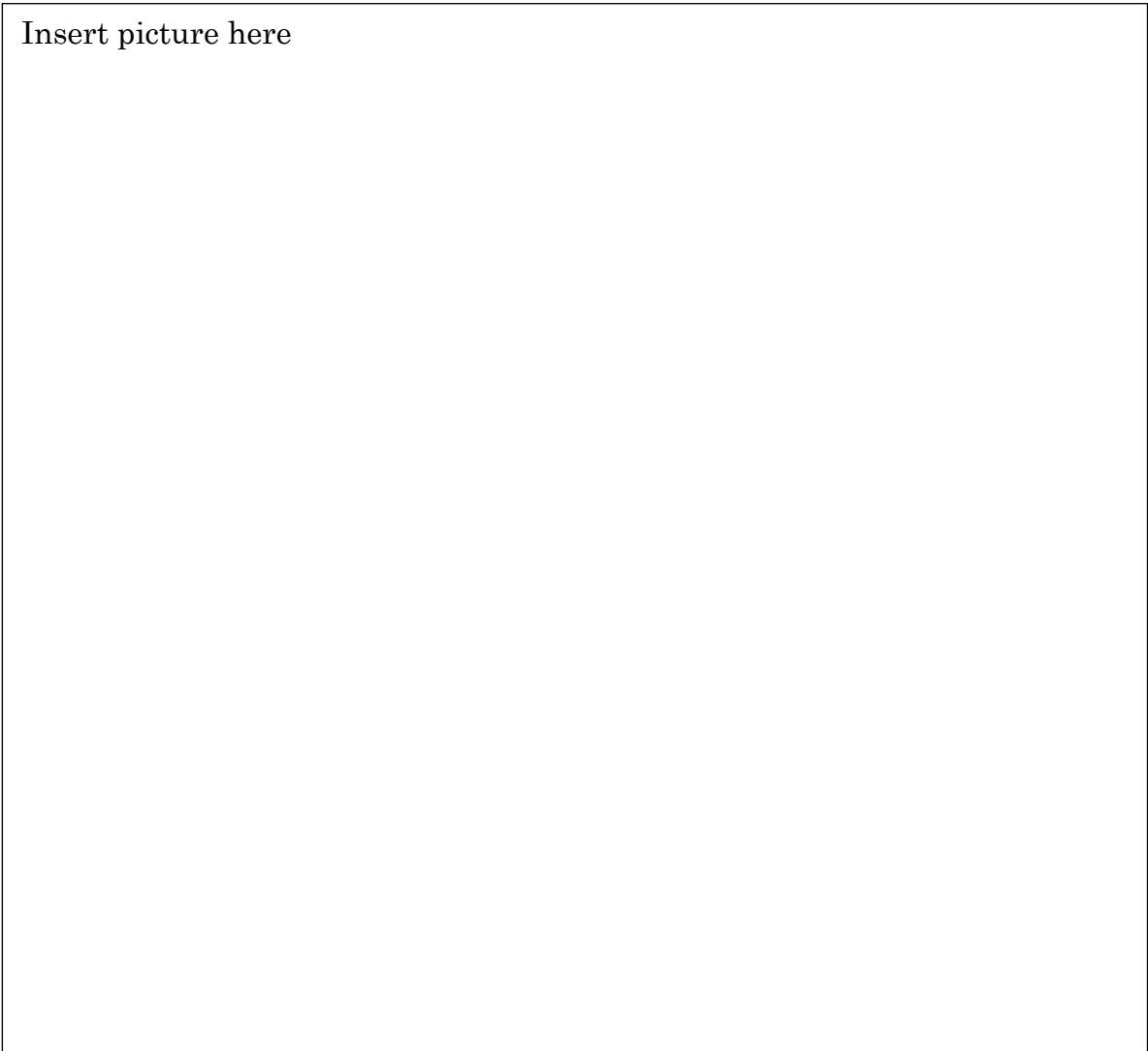
\_\_\_\_\_  
 Bob Matters, Chair  
 Wood Council  
 United Steelworkers

For the Company:

\_\_\_\_\_  
 Harold Mercer, Manager  
 Labour Relations  
 Western Forest Products Inc.

(Back outside cover)

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Issued by

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers  
International Union  
(United Steelworkers)  
United Steelworkers of America  
AFL –CIO – CLC  
Burnaby, BC

And

Western Forest Products Inc.  
435 Trunk Road  
Duncan, BC

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