CONSTRUCTION MAINTENANCE

COLLECTIVE AGREEMENT

BY AND BETWEEN



Construction, Maintenance and Allied Workers Canada Local 2511



Structurlam Products LP



January 1, 2014 to December 31,2016

www.cmaw.ca

CONSTRUCTION MAINTENANCE

CMAW Bargaining Council

Hours: Monday to Friday, 8:00 am - 4:00 pm Telephone: 604.437.0471 | Fax: 604.437.1110 Toll Free: 1.855.616.3555 | Email: council@cmaw.ca Webpage: www.cmaw.ca | Twitter: @cmawunion

Established in 2004, CMAW's role is to establish and maintain the best possible standards of pay, benefits, and working conditions for members; to organize the unorganized; to promote progressive labour and human rights legislation; to cooperate with other unions and organizations to achieve these aims; to encourage social unionism; to promote and champion workers' legitimate struggles; to provide aid and assistance to members so that they may share in benefits of collective agreements and favourable employment legislation; and to inform and educate workers on the principles and policies of the organization and the benefits they may achieve through organization and collective bargaining. CMAW has agreements with over 130 contractors and a membership of 7,000.

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COLLECTIVE AGREEMENT BY AND BETWEEN STRUCTURLAM PRODUCTS LIMITED PARTNERSHIP

(Hereinafter known as the Employer)

AND:

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL (CMAW), LOCAL 2511

(Hereinafter known as the "Union")

SECTION I: OBJECT

The objective of this agreement is to promote the laminating industry, elevate the trade, promote peace and harmony between the employers and employees, facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts and avoid waste of time and unnecessary delays and expenses in the settlement of disputes connected with the laminating industry.

SECTION 2: JURISDICTION OF THIS AGREEMENT

This agreement shall apply to all employees of the Employer, except those excluded by the certificate of bargaining authority issued by the Labour Relations Board to the Union.

This agreement shall apply to all employees engaged in the manufacturing, handling and assembly of materials used in the products produced for sale in the Company's operation. It shall not apply to maintenance, new construction or major additions.

SECTION 3: BARGAINING AGENCY

The Employer recognizes the Union as the sole Collective Bargaining Agency of the employees of the Employer in its operations in Penticton, Okanagan Falls, and Oliver, B.C., and will continue to recognize the Union as such Bargaining Agency subject to the provisions of the Federal and Provincial Laws and Regulations.

SECTION 4: MANAGEMENT RIGHTS

The management of the operations, the direction and promotion of employees are vested exclusively in the management, providing however, that this shall not be used for the purpose of discriminating against employees.

Company maintains the appointment of all Lead Hands. They agree to post a notice of intent to allow employees to indicate their preference for the position within 5 days from the date of the posting.

SECTION 5: UNION LABEL

"It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the Secretary Treasurer of the Construction, Maintenance and Allied Workers Bargaining Council (CMAW). If the application is approved, and the Union Label is issued by CMAW to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of CMAW, and shall be at all times in the possession of a member of CMAW; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of CMAW. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of CMAW". The Union to provide and install Union Labels.

SECTION 6: UNION SECURITY

(a) The Employer agrees that there shall be no discrimination against any member of the Union by the Company because of Union activities, as long as such activities do not interfere with the efficiency of the plant or employees and as long as there shall be no discussion of Union business during working hours.

> Union business representatives shall have access to the Employer's lunchroom at <u>the employees'</u> <u>lunchtime</u>; at all other times permission shall be obtained from the Employer.

(b) When employees are required, the Employer agrees to contact the Chief Shop Steward. The Union will make every attempt to supply employees who have (experience preferred) or skills, abilities or qualifications in the Laminating or Allied Industries. If after contacting the Chief Shop Steward it is found that suitable employees are not available, the Employer may obtain employees through other means, it being understood that he/she will sign the Union Membership application and check-off forms immediately when hired.

> The Union will supply the required forms. The Employer will supply forms at date of hire to new employees, with specific instructions to

return to Union Office, who will hold these documents during the probationary period. The employer will make required deductions from employees upon completion of sixty (60) working days employment and then make the required deductions from his/her pay as set forth in Section 7 – "Dues Check-Off".

- (c) The Employer further agrees that any employee who, at the date of signing this Agreement, is a member of the Union or any employee who hereinafter joins the Union or is reinstated by the Union, shall maintain his/her membership in good standing in the Union as a condition of continuing employment.
- (d) The Employer shall normally give instructions to the Lead Hand(s), who shall in turn give instructions to the employees working under the Agreement. When situations dictate the necessity of the Employer to deal directly with the employees, they shall do so only after informing the Lead Hand(s).
- (e) All new employees hired shall be given a brief orientation by the Employer and be given a walk through the plant, be introduced to the Chief Shop Steward on the shift and made aware that a Collective Agreement is in place. A copy of the Agreement is posted on the employee bulletin board. In addition each employee will be made aware of the safety procedures and who the First Aid Attendants are.

SECTION 7: DUES CHECK OFF

The Employer shall, during life of this agreement, deduct as a condition of each employee's continued employment, a sum equivalent to initiation fees, dues and other legal assessments as set by the Union from the first and/or second cheques due in each calendar month to such employee and remit the same prior to the fifteenth (15th) day of the month following the month in which such deductions are made, to the Financial Secretary of the Union and name the employees from whose pay such payment had been deducted and his or her status with the Employer, ie. termination, lay-off, or leave of absence. The Employer/Union agrees that if signed authorizations are deemed required to make such deductions, the Employer/Union will obtain them.

School students shall not be required to join the Union for a three (3) month period from date of hire, but they will be required to pay the established monthly Union dues for said three (3) month period.

SECTION 8: HOURS OF WORK/SHIFT PREMIUMS/OVERTIME/CALL OUT TIME

8.01 HOURS OF WORK

Points 8.01 a, b, c and d apply to North (Penticton) & South (OK Falls) Plants & Oliver Plant (unless operating under 24/7 Shift Scheduling):

a) <u>The regular hours of work shall consist</u> <u>of:</u> forty (40) hours shall constitute a full week's work from Monday to Friday; eight (8) consecutive hours shall constitute a work day between five (5:00 a.m.) and five (5:00 p.m.) Monday to Thursday, (5:00 a.m. to 4:00 p.m.) on Friday, or as otherwise mutually agreed. The regular week shall be forty (40) hours; employees may start one (1) hour early on Fridays.

- b) The Union agrees to be flexible re: loading trucks and washing the glue machine. The Chief Shop Steward and the employee involved shall be given reasonable notice. All time worked in excess of eight (8) hours per day Monday to Friday shall be considered overtime and paid for at the overtime rates as hereinafter set forth.
- c) The Employer may establish a workweek for Tuesday to Saturday; regular days off will be Sunday and Monday. Hours of work and overtime will be calculated as per the Monday to Friday shifts.
- The Employer may establish a four-day workweek, each shift to be ten hours duration. The following three days will be deemed days off. Overtime to be calculated after 10 hours per day and 40 hours per week. (See LOU# 2)

Point 8.01 e applies to the Oliver Plant (under 24/7 Shift Scheduling):

e) Listed below is the preliminary operational footprint for production workers at the Oliver location. Additional employees may be added once the operational targets have been met. It is the intent to have unionized labour perform the work at this facility and have the plant run 24 hours per day, 7 days a week. The Oliver facility will work as an autonomous unit. Employees at the Oliver Plant will be hired, and a Seniority List will exist, exclusively at this site; not tied to either of the two current Seniority Lists at either the Penticton or Okanagan Falls locations.

Position	Day Shift (Team 1) No. of Employees	Night Shift (Team 2) No. of Employees	Total No. of Employees Required
QC/Lead Hand	I	I	2
Forklift/Yard	I	I	2
General Labourer	5	5	10
Floater	I	I	2
Totals	8	8	16

The setting of plant hours and rotating shifts are at the discretion of Management. We are proposing that there will be a total of four teams required, for a total workforce of approximately 32 employees (approximately 8 employees per team x 4 teams = 32 employees total).

If 24/7 Shift Scheduling is not active, then Hours of Work – Section 8.01 per Collective Agreement would apply to all employees.

8.02 SHIFT PREMIUMS

Section 8.02 applies to North (Penticton) & South (OK Falls) Plants & Oliver Plant (unless operating under 24/7 Shift Scheduling):

Day Shift work will be paid at standard rates. A shift premium shall be paid in addition to the standard rate of pay for the first shift after the established day shift is completed (afternoon shift). Any work performed during the second shift following the established day shift (graveyard shift) shall be paid at an additional shift premium in addition to the standard rate of pay.

In the event of three (3) shifts being worked, the shifts will be eight (8) hours plus $\frac{1}{2}$ hour for unpaid lunch break and be paid the following premiums.

Day Shift, eight (8) hours; - Straight time pay

Second Shift, eight (8) hours ; Straight time plus premium (afternoon shift differential – see below)

Third Shift, eight (8) hours;. Straight time plus premium (graveyard shift differential – see below)

	<u>January 1,2014</u>
Afternoon Shift Differential	\$0.75
Graveyard Shift Differential	\$0.90

No employee will be allowed to work more than one (1) regular shift in any day. In the event the employee does not receive a full eight hours break between shifts all subsequent hours worked shall be paid at applicable over-time rates. Employees will be given a minimum of twenty-four (24) hours' notice of change of hours. Established shifts will be for a minimum of one week period otherwise overtime provisions will apply.

The working force on the day shift shall alternate with the working force on the second and third shift on a four week rotation. Exceptions will be made to maintain production on all required shifts. In the event that the Union believes that there is an unfair distribution of late shifts they must present this to the Company before the shift change takes place.

Section 8.02 (below wording) applies to the Oliver Plant (under 24/7 Shift Scheduling):

Day shift will be paid at standard rates. A shift premium shall be paid in addition to the standard rate of pay for the night shift after the established day shift is completed. The following shift premium will be paid for the night shift to all employees:

January 1, 2014

Night Shift Differential

\$0.90

If 24/7 Shift Scheduling is not active, then Shift Differential premiums per Collective Agreement would apply to all employees.

8.03 OVERTIME PREMUIMS

Section 8.03 applies to North (Penticton) & South (OK Falls) Plants & Oliver Plant (unless operating under 24/7 Shift Scheduling):

- a) Overtime shall be paid for all hours worked in excess of eight (8) hours in a day and forty (40) hours in a week at the following rates:
 - Time and a Half applies 1st 2 Hours; Double-time after 10 Hours in a Day. This applies to any designated 8 hour shifts.
 - Time and a Half applies 1st 2 Hours; Double-time after 12 Hours in a Day. This applies to any designated 10 hour shifts.

- Saturdays and Sundays Double Time (unless designated shift – i.e. Graveyards starting Sunday Night is at straight time).
- b) Any work in excess of one-half (1/2) per eight 8 hour shift will be voluntary. All time to be tabulated by a time clock and paid for in completed fifteen (15) minute intervals.
- c) Employees such as clean-up men and watchmen who, of necessity, regularly work on Saturday or Sunday shall take two (2) other rest days off during the week, to be mutually acceptable to the Employer and the employee. In such event, Saturday and Sunday shall be working days and overtime rates shall not apply. It is agreed that overtime rates shall apply when established rest days are worked.
- Employer shall provide a meal allowance of \$15.00 for all employees working overtime in excess of two (2) hours in any one shift. Lead hands will record meal allowance on time sheets.

Section 8.03 (below wording) applies to the Oliver Plant (under 24/7 Shift Scheduling):

It is the intent of the employer to be operating 24/7 at regular rates, with minimal to no over-time. Overtime premiums to paid as per an Averaging Agreement, as established through Employment Standards B.C. See Handout – 24/7 .. 4 Week Shift Scheduling Rotation. Note: This schedule results in I hour overtime over a 4 week period.

Any overtime premiums would be as per Employment Standards B.C. – Averaging Agreements Factsheet, for 24/7 Shifts.

If 24/7 Shift Scheduling is not active, then Overtime premiums per Collective Agreement would apply.

8.04 CALLOUTTIME

An employee reporting for work on the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the place of work in response to the call with a minimum of four (4) hours in any one day except where his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer and except where the employee's condition is such that he is not competent to perform his/her duties or has failed to comply with the Accident Prevention Regulations of WorkSafe BC.

SECTION 9: COFFEE BREAKS

All employees shall be entitled to two (2) fifteen (15) minute rest periods, portal to portal during each regular shift. The Employer shall ensure that such periods are taken during the mid two (2) hours of each half of each regular shift. No rest period will be allowed at the end of shift unless overtime exceeds one (1) hour. Where required the Employer will establish stop and start signals.

Section 9 (below wording) applies to the Oliver Plant (under 24/7 Shift Scheduling):

In addition to current wording, add the following:

"Lead Hands, will be responsible to ensure that all breaks are covered, with the intent that there is no interruption to production centers. Coffee breaks and lunch will be done on rotation to maintain continuity of the operations". The timing of breaks will be reasonable and managed by the Lead Hand on duty. Refer to Handout -24/7 .. 4 Week Shift Scheduling Rotation for Lunch/Coffee Breaks.

SECTION 10: SHOP STEWARDS

The Union shall elect or appoint two (2) Shop Stewards per plant and so inform the Employer in writing. It shall be the duty of the Shop Steward to investigate and settle, if possible, all grievances under his jurisdiction.

SECTION II: STATUTORY HOLIDAYS:

(a) The legal and recognized holidays are:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Ist Monday in August, Remembrance Day, Christmas Day, Boxing Day, Easter Monday, and any such day as may be declared a holiday by the Federal and/or Provincial Government.

When a statutory holiday falls on a Saturday or Sunday, the following workday will be observed. All work performed on statutory holidays or days observed in place of statutory holidays shall be paid for at double time rates in addition to the statutory and annual holiday pay as outlined above. No work shall be done on Labour Day.

 (b) For those employees having completed their sixty
 (60) day probationary period, an amount equal to five per cent (5.4%) of the gross earnings of each employee will accrue to their credit and be paid for Statutory Pay.

In the event the Federal and/or Provincial Governments declare a holiday not listed in (a) point 4 percent (.4%) will be added to the five point four percent (5.4%) accrued amount for each holiday so declared and paid for Statutory Holiday Pay. Statutory Holiday Pay will be paid every regular pay day or on employee termination.

SECTION 12: PAY DAY

Employees shall be paid every two (2) weeks. Payment will typically be made via direct deposit^{*}. There may be exceptions where manual cheques are issued. Pay stubs shall be issued during working hours every second Friday. Where employees are on shift work they will receive pay stubs one day prior to the regular pay day.

*Note #1: As per Section 13: Vacation with Pay and Holiday Payable, employees may elect to have their pay deposited to two bank accounts; the employee must complete the required Direct Deposit form with the Payroll Department.

**Note #2: There may be exceptions where manual cheques have to be issued (e.g. at year end, or lay-off), in which case one cheque will be issued per employee, not two separate cheques.

SECTION 13: VACATION WITH PAY AND HOLIDAY PAY

(a) Employees with less than twelve (12) months seniority shall be entitled to vacation pay as required by the Employment Standards Act of British Columbia and any subsequent amendment thereto.

 (b) Employees will qualify by length of seniority for vacations (in weeks) and vacation pay (percentage %) as follows:

SENIORITY	VACATION TIME	VACATION PAY
I TO 2 YEARS	2 WEEKS	4%
3 TO 5 YEARS	3 WEEKS	6%
6 TO 9 YEARS	3 WEEKS	7%
10 TO 14 YEARS	4 WEEKS	8%
15 YEARS or more	5 WEEKS	10%

Vacation pay shall be calculated on a calendar year basis and will be paid every pay period, at the applicable percentage. Employees have the option of designating a 2nd bank account number for direct deposit for the vacation pay percentage. It is the employee's responsibility to complete the required form for Direct Deposit with the payroll department. The Payroll Department requires any amended bank information to be in place two (2) weeks prior to pay date.

Note: Employees who have reached or will reach twenty (20) or more years seniority, will receive a "one time" extra week of vacation; pay to be paid on the pay period when they achieve entitlement.

VACATIONS - Split Holidays:

(c) For the purpose of 13 (b):

(i.) Employees off on Doctor certified illness or accident will accumulate seniority equal to one month per year of service.

- (ii.) Employees off on personal leave of absence will not accumulate seniority.
- (iii.)Employees off on official leave shall accumulate seniority.
- (iv.)Employees off on Worker's Compensation shall be deemed employed for vacation entitlement.

In order that a definite system is established, all employees are afforded the opportunity to apply and take holidays, the following procedure shall be strictly observed.

Section 13c (below wording) applies to the Oliver Plant:

Accumulation of seniority will only be with respect to the Oliver Rig Mat Plant Seniority List.

d) <u>Vacation Planner</u>

A vacation planner will be supplied for the employees to indicate their choice of time for vacations. The vacation planner will be posted from January 1st to March 31st of each year and all employees will be obliged to fill out their preferences within that time period. It is understood that the vacation planner is used to assist in assuring your vacation period. The Employer will notify the employees of their vacation requests one week following the cut-off date or sooner if finalized. Vacations periods of up to three (3) weeks may be taken consecutively at the discretion of the employee, seniority in each department to be the deciding factor. In the event that employees choose the same time off and where it effects the operation or production, then seniority by department shall apply. Failing a senior employee to fill out the vacation planner within the period over less senior employee(s) who have, then that senior employee will not be given first option of vacation. Vacation changes beyond the control of the employee will be taken into consideration for re scheduling purposes.

A vacation list of those who have not taken their full entitlement along with the balance of vacation days remaining for each of the employees will be sent to the Union office by October 1st of each year. Any scheduled vacations after this date will also be included. Employees that have not booked their vacation by the September 30th deadline will be given a final opportunity to do so. Failing for the employee to book the balance of his vacation entitlement, the Employer will do so at their discretion, taking their production and vacation schedule of other employees into consideration. All vacation entitlement must be taken and completed prior to Dec 31st of the calendar year, unless special approval has been granted to bank vacation time for the following year.

 All applications for annual holidays shall be made out in duplicate and deposited with the Shop Steward no later than March 3 Ist yearly, who will turn all applications over to the Plant Manager concerned for consideration and approval. Employees, when making application for holidays, will indicate alternate dates as their second choice. One copy of each holiday request will be retained by the Shop Steward for his record.

 The maximum number of employees permitted to take holidays during any one period will be based on the following sliding scale, provided productivity can be maintained.

I-10 workers	3 off on vacation	11-20 workers	5 off on vacation
21-30 workers	7 off on vacation	31-40 workers	9 off on vacation
41-50 workers	II off on vacation	51- 60 workers	13 off on vacation
61 — 70 workers	15 off on vacation	71 -80 workers	18 off on vacation
81 — 90 workers	20 off on vacation	91-100 workers	22 off on vacation
101 - 110 workers	24 off on vacation	111-120 workers	26 off on vacation
121 — 130 workers	28 off on vacation	131- 140 workers	31 off on vacation

(Fill in up to 200 workers using 22.2% percentage factor for each group of 10 workers.)

When employees request the same time off for vacation, the Employer will approve vacation requests equally as possible in all departments.

Additional employees will be allowed holidays in the same period if departmental operations can be maintained.

 All applications for annual holidays submitted prior to the March 31st cutoff shall be filed with the Plant Manager not less than thirty (30) days prior to the commencement date of holidays. Confirmation will be given to the employee within five (5) days of submission.

- 4) It is agreed that trading holidays between employees will be permitted for a good and sufficient reason and when the operation of the plant will allow. Notice of such trade to be made to the Plant Manager, in writing, not less than two (2) calendar weeks prior to first holiday period affected by such change. No employee will be permitted more than one such change.
- 5) When a Statutory Holiday falls within the employees' vacation period, it is agreed that the additional day to which the employee is entitled may be taken by the employee at his convenience upon written application not less than two (2) weeks prior to the date applied for.
- 6) When extraordinary circumstances arise and an employee requires time off, request shall be made through the regular channels providing for leave of absence.

Section 13d (below wording) applies to the Oliver Plant:

This above section 13d to be deleted and replaced with:

Holidays, will be voted on, once there are 20 employees. It is the intent of Management, to have two (2) one week 'blackout' periods, where Union employees will take their holidays. (ie. one week in the summer, and one week in December) as agreed.

SECTION 14: SAFETY AND HEALTH

- (a) Both parties agree that the Industrial Health and Safety Regulations of Work Safe BC will be rigidly applied and adhered to in all sections of the plant(s). It shall not be a breach of this agreement and no employee shall be disciplined or discharged for failure or refusal to work on a job or in any work place or to operate equipment under unsafe or unhealthy conditions. Where in such circumstances the employee does not work, the employee shall not suffer loss of pay.
- (b) A joint Safety and Health Committee will be established in accordance with Work Safe BC Regulations, which shall consist of an equal number of representatives of the Employer and the Union. Such committee shall identify potential dangers, institute means of improving the safety and health of employees, including safety and health programs, identify hazards and promote safe work practices.

The Committee shall meet at least once (I) a month or as required upon immediate safety concerns. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. This committee shall consist of not less than four (4) people in total. The number of the committee will only be increased by mutual agreement between the Employer and the Union.

- (c) The findings of the committee shall be posted on the Bulletin Board. In the event of accident or injury such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified on the inspection of a Work Safe BC Inspector. There shall at all times be one Union Safety Representative/Shop Steward accompanying the Work Safe BC Inspectors for all inspections.
- (d) All first aid, safety equipment and devices mutually agreed upon or as required by law, shall be provided by the Employer.
- (e) In case of injury to an employee, which in the opinion of the First Aid Attendant requires medical attention, the Employer shall provide transportation to the doctor or to the hospital, if deemed necessary. If the employee is sent to the hospital by competent medical authority he shall be paid for the balance of his regular shift.
- (f) All new employees shall be presented with safety and health procedures by a Structurlam Representative at the time of hire, and they also shall be introduced to the location of the first aid room and introduced to the First Aid Attendant on the employee's shift.

(g) The Employer agrees to supply safety equipment and apparel, etc... Leather aprons, gloves, safety hats, rubber clothing, safety goggles, ear protectors and prescription safety eyeglasses (to a maximum of \$450.00, subject to Supplier Approval by Company).

> In the event an employee requires special safety glasses that exceed the maximum, the employee will provide the Employer with a reasonable explanation prior to the purchase. Only those employees with one (1) year seniority, or greater, will be eligible to have company paid safety eyeglasses.

The Employer shall replace such equipment at no cost to the employee when these articles are presented worn or damaged beyond repair, except the prescription safety eyeglasses. Prescription safety eyeglasses may be replaced a maximum of once every two (2) years, whether by a change in prescription or worn or damaged beyond repair. The Employer further emphasizes that they will not tolerate unnecessary waste; once such safety apparel is issued, the employees are responsible for its safekeeping. If an employee fails to do so, the employee will replace his equipment at no cost to the Employer. Structurlam Products Limited Partnership does not include tape measures as safety equipment. Lead hands and Safety Committee to ensure that crews have appropriate protective equipment in their possession at start of shift. Note: Failure

to wear protective equipment may be cause for suspension.

FIRST-AID TRAINING PERIOD AND RATES

h) The Employer agrees to pay the following rates of pay to employees holding a valid Occupational First Aid Certificate. The following rates shall be paid to one First Aid Attendant each shift worked. OFA Level I Class \$0.35 per hour in addition to his/her hourly rate (if required) OFA Level 2 Class \$0.50 per hour in addition to his/her hourly rate (@ North Plant) Training – Level 2, 40 hours @ Regular Rate (North Plant) OFA Level 3 Class \$0.60 per hour in addition to his/her hourly rate (@ South Plant) Training – Level 3, 80 hours @ Regular Rate (South Plant) The current employees who hold valid First Aid Certificates will be the employees to receive the above rates. At the time of expiration, should the Employer require the employee to renew their certification the Employer will agree to pay their regular wage for the training period for the duration of the course and the cost of course tuition and materials required (Level I - Iday @ Either Plant, Level 2 - 1 week @ North Plant, Level 3 - 2 weeks @ South Plant). If the

employee fails the course, the Employer will recover 50% of the wages paid, and 50% of the tuition and course materials.

Section 14h (below wording) applies to the Oliver Plant:

OFA Level 2 Class \$0.50 per hour in addition to his/her hourly rate is the only First Aid Level that will apply at the Rig Mat Plant, Oliver, B.C.

 In the case of any employee being absent due to a non-compensable injury or illness for two (2) or more consecutive days, the Employer shall have the right to request reasonable evidence that the employee has been under the care of a qualified medical practitioner.

SECTION 15: SENIORITY

(A) Seniority

The Employer recognizes the principle of plant wide seniority for employees who have completed sixty (60) working days of employment. Notwithstanding anything to the contrary in the Agreement, all employees will be on probation for the first sixty (60) working days of employment, during which time they shall have no seniority rights. Upon completion of the sixty (60) working days, such employees shall be entitled to seniority commencing with their first date of hire with the Employer.

Section 15A (below wording) applies to the Oliver Plant:

In place of the above section, please note: This location will be considered unique and separate from the Penticton and Okanagan Falls location. In this respect, there will be no employee transfers between plants. All of the Rig Mat Plant employees will be new hires for this location. An entirely separate seniority list will be established for the Rig Mat Plant Location in Oliver, B.C.

Also, due to the proposed 24/7 working schedule, 12 weeks will be recognized as the probationary period for all new employees hired at the Oliver Rig Mat Plant location, assuming that they are present for all scheduled shifts. The 12 week probationary period would only apply if 24/7 working schedule is being utilized, otherwise would revert to normal 60 day probationary period.

(B) Job Postings (in Finishing End – Levels II & III) & (in Glue-End Levels II & III)

- (1) All job vacancies, including promotions, transfers, altered existing jobs and new positions shall be posted for five (5) working days prior to the time Management requires the vacancy to be filled. The postings shall set out the classification, department, job description, qualifications, applicable work stations and applicable wage rate for the job vacancies and senior employees who apply will be given the position, taking their skills, abilities, and qualifications into consideration. See also LOU #3 North and South Plant Seniority Lists.
- (2) All posted jobs filled on a temporary basis will be assigned on the basis of seniority, skills, abilities, and qualifications. In every case such job/jobs will be awarded after four (4) days have elapsed from the original date of the job posting. Training must commence with four (4) weeks after elapsed job posting.

- (3) The Employer agrees at the employee's option to periodic rotation of individual employees with more than two (2) years service between gluing and finishing ends, at the direction of the Plant Manager, to provide work experience for employees in both areas.
- (4) Bidding jobs shall be permitted only when jobs are posted as provided in paragraph B1-above.
- (5) Should no employee apply for a posted job, the Employer is then entitled to acquire workers through the Union. If competent Union members are not available, then the Employer may obtain help elsewhere.
- (6) Upon the introduction of any new or altered jobs, a meeting will be convened between the Employer and the Union. The new position or altered job will be classified and a wage rate shall be negotiated. In the event of an impasse, the Employer will establish a rate and post the position, at which time any differences can be pursued via the Grievance Procedure. Note: It is understood that retroactive wage adjustment may apply. Where technological change applies, details will be specified on the posting.

Section 15B (below wording) applies to the Oliver Plant:

As stated under Section 15A- applicable to Oliver Plant, there will be no postings at Penticton or Okanagan Falls to take on positions at the Rig Mat Plant. These will be all new hires at this location, and will be at the complete discretion of Management. It is intended not to disrupt the production at either of the Penticton or Okanagan Falls plants, and in so doing this, it is necessary to keep this 3rd location, Oliver, B.C. completely separate from existing operations.

There could be cases at the Rig Mat Plant location where Job Postings are required, but these postings are only available to the Seniority List @ this location. Alternatively, job postings at Penticton or Okanagan Falls are not available to the Rig Mat Plant employees.

(C) LAYOFF PROCEDURES

In the event of reduction of work forces, the last person hired shall be the first released and recall shall be in the reverse order, provided the employee has the skills, abilities, and qualifications to perform the work available. Where the Employer finds it necessary to temporarily cease gluing operations but continue finishing operations, the Plant Manager, Shop Steward, and Lead Hand in the Finishing End will determine who has the skills, abilities, and qualifications to perform the work available in the event of lay-off. Plant seniority will again apply as soon as the finishing end work backlog is cleared up or to the end of the scheduled work week, whichever is sooner.

Section 15C (below wording) applies to the Oliver Plant:

In addition to the wording of Section 15, please add the following:

"If shortage of work occurs at Penticton or Okanagan Falls, the Rig Mat Plant will not be affected. Thus, seniority will only apply at the Oliver, B.C. location when shortage of work occurs at that plant".

(D) Lay Off Notice

The Employer shall give the Chief Shop Steward (or alternate) two (2) regular working days prior notice and a list of the names of employees concerned in the event of a lay off. Immediate posting of the layoff notice would then occur, so that such employees also have two (2) regular working days prior notification.

In the event of a machine breakdown or in the event that lumber (or materials required to work are not received), the Chief Shop Steward (or alternate) is notified immediately and the two (2) day layoff notification is not required. Seniority will apply at the beginning of the next work week in this case.

(E) Reinstatement

In the event a bargaining unit employee has been promoted by the Employer to a managerial position, such employee will be allowed to return to his former position and wage rate, without loss of seniority within a one (1) year period provided.

- The employee remains on good standing with the Union (dues are up to date).
- (2) Such employee does not possess discipline or termination authority.
- (3) Further, if such employee returns and as a result displaces an employee who has filled the vacancy, the displaced, trained and qualified employee shall retain his classified wage rate unless he returns to a classification with a higher wage rate.

(F) Retention of Seniority

It is agreed that seniority during layoff or leave of absence will be retained on the following basis:

- (1) Employees shall retain their seniority for a period equal to their seniority.
- (2) Due to doctor certified sickness or accident, employees shall accumulate seniority for three (3) months and retain total existing seniority for a period of two (2) years.
- (3) Employees in receipt of Work Safe BC benefits shall accumulate seniority provided he/she returns to work for the Employer or unless declared permanently disabled by Work Safe BC.
- (4) Employees on leave of absence in order to work for the Union on a full time basis will retain their existing seniority for a period of four (4) years. Such period may be extended upon written notification from the Union. The provisions of this paragraph will apply to no more than two (2) employees at one time.
- (5) If an employee fails to return to work within five (5) working days from the date his recall was effective after a lay-off unless the employee, employer and union unanimously agree otherwise. Notice of recall will be given firstly by telephone and if unsuccessful, verbally to a Shop Steward, and by notice in writing to the employee's last known address. Written notice of recall will be mailed on the second business day prior to the effective date of recall provided the effective

date of recall is known. It is the employee's responsibility to keep the Employer informed of any change in their address and telephone number.

(G) Working Several Jobs

- Refer to the Job Posting and Training Agreement see LOU #4.
- (2) In addition to the Job Posting and Training Agreement, any employees with a permanent position who are not required to perform the duties of their posted job as directed by the Plant Manager, will be paid their posted job rate for a maximum of <u>2 weeks (10 working days or</u> <u>equivalent of 80 hours</u>); after such time, if they do not return to their posted position, they will be reduced to a Level IV Position in the applicable Department.
- (3) Reserve/Relief positions will only be paid the applicable rate while filling the required position. If an employee works past the mid-point of a shift he/she will be paid the higher classification for the entire shift.
- (4) On occasion it may be necessary to put a person in a temporary position for coverage purposes (i.e. when someone is designated to act as lead hand in the absence of the lead hand). When this type of situation arises, that person would be paid the applicable rate for the time worked while filling the position.

SECTION 16: ON SITE WORK

Any work performed away from the factory premises shall be recognized as the Union's jurisdiction within the Dominion of British Columbia with respect to: alterations, repairs or modifications of all products supplied by Structurlam Products Limited Partnership. When the Employer requires a qualified member/s to perform such work, the Employer agrees to send such shop employees. These employees shall receive the current wages and other applicable benefits provided by the CMAW Standard Commercial/Institutional Construction Agreement.

In the event the Employer requires staff to also negotiate/resolve contractual or warranty issues with clients in addition to minor repairs or finishing, the Employer may opt to utilize a non-bargaining unit employee to do so.

SECTION 17: LEAVE OF ABSENCE

- (a) The Employer will grant medical leave of absence to employees suffering injury or illness subject to a medical certification if requested by the Employer. Upon return, the employee will be reinstated as soon as possible to his former position unless physically incapable of performing regular job duties, in which case the Employer will endeavour to find suitable work for him.
- (b) Any employee desiring personal leave of absence must obtain same, in writing, from the Employer . The Employer shall forward a copy of all leaves of absence granted to the Union for file reference.

- (c) The Employer will grant a leave of absence to employees who are elected as representatives to attend Union meetings and Union Conventions or as members of any negotiating committee of the Certified Bargaining Agency, in order that they may carry out their duties on behalf of the Union. The Employer shall recognize and grant leaves of absence for a maximum of four (4) members of the bargaining committee for collective bargaining purposes. The Union will attempt to appoint one (1) plant representative from at least three different departments however the Union will appoint no more than two (2) plant representatives from any one (1) department.
- (d) All leaves of absence shall be without pay.

SECTION 18: BEREAVEMENT LEAVE

When death occurs to a member of an employee's immediate family, at his request, he/she will be granted necessary time off as a Bereavement Leave of Absence to attend the funeral. For funerals within British Columbia he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day prior to the funeral, the day of the funeral, and the day after the funeral with a maximum of three (3) days compensation. For funerals outside the boundaries of British Columbia he/she shall be compensated according to the same formula for two (2) days prior to the funeral, the day of the funeral and two (2) days after the funeral with a maximum of five (5) days compensation. Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, fatherin-law, step-father, step-mother, grandparents, spouse's grandparents and foster children.

SECTION 19: JURY DUTY

- (a) Any permanent employee who is required to perform Jury Duty on a day, which he would normally have worked, will be reimbursed by the Employer for the difference between the pay received for Jury Duty and his regular scheduled hours of work.
- (b) 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 Jury Duty. The employee will be required to furnish a signed statement from a responsible officer of the Court as proof of Jury Duty pay received.
- (c) Where an employee is off on Jury Duty or Bereavement Leave during his vacation period, such paid leave as provided in the agreement can be taken at a time mutually agreed upon between the Employer and Employee.

SECTION 20: GRIEVANCE PROCEDURE

A Grievance Committee of three (3) shall be appointed by the Union and a corresponding committee shall be appointed by the Employer for the purpose of endeavouring to settle by amicable means any and all differences, which may arise between the parties to this agreement. The following procedure shall apply progressively to the handling and adjustment of disputes or grievances.

STEP I

A meeting shall be convened between the Shop Steward and a Structurlam Company Representative within (2) two working days of receiving the grievance. The griever's attendance at the meeting shall be at his/ her discretion*. Should the matter not be resolved within two (2) working days, the matter will be referred to Step Two (2) forthwith. All grievances must be submitted in writing within 3 working days from the date of awareness of any infraction or dispute. This aforementioned time limit may be extended by mutual agreement in writing providing such request has been received prior to the time limit expiring. Any grievances not filed in a timely fashion will be deemed to be abandoned.

STEP 2

This second meeting shall consist of the Shop committee of the Union and committee of the Employer. This joint meeting shall take place within three (3) working days, (seventy-two (72) hours) after expiry of time limit under Step I, and shall, in the event of failure to arrive at a settlement within three (3) working days from date of first meeting, refer the dispute to Step 3. The last mentioned three (3) day time limit may be extended by mutual consent of both parties to this agreement.

STEP 3

In the event the grievance is not settled under Step I and Step 2, all facts in the grievance as found by the

Union shall be placed in writing by the Union and submitted to the Employer.

The Employer shall likewise submit in writing all facts in the grievance as found by the Employer to the Union. The exchange of written information shall be carried out prior to the commencement of Step 3 and within five (5) days of the completion of Steps I and 2.

This third step meeting shall consist of the Shop Steward and Union Representative, the Plant Manager, Superintendent, and/or Management. The griever's attendance at the meeting shall be at his/her discretion*. Attempts at settlement under Step 3 shall be limited to a forty-eight (48) hour period before being referred to Step 4.

*Grievances involving discipline or discharge, the Employer may require the subject employee to attend any or all steps.

STEP4

Failing settlement under the above procedure, the Representatives of the Union and Representatives of the Employer shall meet to select an Arbitrator. This meeting shall occur within seven (7) days from date of expiry of time limit under Step 3, and shall from date of such meeting and within a time limit of five (5) days agree upon an Arbitrator.

In the event of failure to agree upon an Arbitrator, the Labour Relations Board of British Columbia shall be requested to appoint same. The Arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make its award within five (5) days of appointment of the Arbitrator, except when the time is extended by agreement of the parties.

The Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this agreement. The findings and decision of the Arbitrator on all arbitral questions shall be binding and enforceable on all parties.

Each party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointee and one-half ($\frac{1}{2}$) of the expenses of the Arbitrator.

SECTION 21: HEALTH AND WELFARE

(a) Industrial Carpenters Benefit Plan will remain at two dollars and sixty-one cents (\$2.61) per hour worked, for the duration of this agreement, in any job classification as follows:

> Effective: January 1, 2014 - \$2.61 per hour Both parties agree that Health and Welfare contributions are payable on all hours worked and that there shall be no multiplying for overtime hours. This is payable on behalf of employees who have completed their probation period.

(b) The Employer shall make payment to the Trustees of the Industrial Carpenters Benefit Plan by a single payment made by the tenth (10th) day of the month following that which payments cover, to an agency designated for that purpose by the Union, accompanied by a report of particulars on a reporting form approved from time to time by mutual agreement of the Union and Employer.

(c) <u>Wage Indemnity</u>

In addition to any Wage Indemnity Benefits provided by the Industrial Carpenters Benefit Plan the Employer agrees to pay employees the equivalent of the daily wage loss entitlement for any non-occupational disability and sickness to those employees who qualify and who are off work due to sickness or non-occupational disability on the second and third day only. The amount paid will be seventy dollars (\$70.00) per day or the amount of daily Wage Indemnity rate of the Plan, whichever is higher. The employee concerned shall be required to provide satisfactory proof of illness, if requested to do so by the Employer.

(d) <u>Penalties for Delinquent Payment and/or</u> <u>Deductions:</u>

- (i) The Union will advise the Employer within forty-eight (48) hours in writing of any delinquent monthly report.
- (ii) If the Employer fails to respond within fortyeight (48) hours of notification exclusive of Saturday, Sunday, and Statutory Holidays, the Union shall require a ten percent (10%) penalty of the amount of late payment.

SECTION 22: SAVINGS CLAUSE

(a) Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any judgement or order of a court of competent jurisdiction, such invalidation of such portion of this agreement shall not invalidate the remaining portions hereof, such remaining portions shall continue in full force and effect.

(b) In the event that any clause or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate Collective Bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement they shall submit the dispute to the grievance procedure.

SECTION 23: TECHNOLOGICAL CHANGES CLAUSE

The Union and Employer agree that where technological changes to the plant or operations thereof are considered and appear to reduce the work forces a committee will be set up consisting of equal Union and Employer officials, to find ways and means to maintain a stable work force.

It is further agreed that upon seven (7) days written notice both parties will name their committee members and within a further seven (7) days begin to meet and resolve any differences that may arise, resulting from said changes. Where no mutual agreement can be arrived at, both parties agree to submit the dispute to the grievance procedure.

SECTION 24: GENERAL PROVISION

- (a) Sufficient parking space for employee's vehicles will be provided and maintained in good condition .At the North Plant the Employer will supply yellow asphalt paint for parking stalls lines and such labour will be provided by volunteer labour from the plant.
- The Employer shall pay a clothing allowance (b) of forty dollars (\$40.00)/month to employees working in the Glue Room and Finger Joint Operators (applicable to Okanagan Falls Plant), on the last pay period of each month, effective June 1, 2011. The Employer agrees to pay other employees working in the Glue Room for one day or any part thereof the sum of five dollars (\$5.00)/day up to a maximum of forty dollars (\$40.00) in any calendar month. This allowance will be paid to employees who have completed the required probation period of sixty (60) working days. Note: (Any employee handling cured beams from the jigs to planing operations are excluded from the clothing allowance).
 - All areas within the General Provisions Section to remain the same for the Oliver Plant, with the exception of the following: (b) The Employer shall pay a clothing allowance of twenty-five dollars (\$25.00)/month to employees who rotate through the press loading area throughout the day (General Labourers and Lead Hands only).

(c) The Employer agrees to maintain clean and sanitary washrooms and lunchrooms. Paper towels and hand cleaner to be available daily. Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Employer. It shall be the responsibility of the Employer to dispose of trash for the purpose of maintaining a sanitary environment and good housekeeping.

(d) Discipline: Except in the case of immediate dismissal or suspension of an employee for just and reasonable cause, in the application of plant discipline a system of progressive discipline will be used. The Chief Shop Steward (or designate) shall be present when it appears that an employee will be disciplined. The Chief Shop Steward shall be supplied with copies of all disciplinary notations*. *Verbal warnings will remain in employee's personnel file for 6 months and written warnings will be maintained for I year. These will be removed only if the employee has had no other discipline during the applicable time frame. *Verbal warnings apply for 6 months only and written warnings for 1 year only; after that time frame these warnings have expired, assuming no other discipline has been given during the applicable time frame.

(e) <u>Bulletin Board:</u> A bulletin board will be provided for the Union at or near the time clock. The Shop Steward will determine material to be posted on the bulletin board, it being understood that material will not defame or malign the Employer, its' employees or third (3rd) parties.

(f) <u>Sub-Contracting Out</u>: The Employer agrees that work that has been past practice, policy or has been traditionally performed at Structurlam Products by bargaining unit employees will not be sub-contracted or contracted out where it would affect the continued employment or recall of employees with seniority, skills, ability or qualifications to perform such work. In the event the Employer intends to sub-contract work out the reasons for their decision shall be provided to the Chief Shop Steward/Union.

SECTION 25: SEVERANCE PAY

In the event of a planned permanent closure, employees terminated as a result of the closure shall receive the following severance pay package:

Employees who have three (3) years or less of seniority shall receive two (2) weeks' pay at their regular rate of pay. Employees with four (4) or more years of seniority shall receive one (1) week of pay for each year of seniority with the Employer payable upon the next scheduled payday after notice of closure was given or their last day worked.

SECTION 26: CONSULTATION COMMITTEE

On request of either party, the parties must meet at least once every two (2) months until this agreement is terminated, for the purpose of discussing issues related to the workplace that affect the parties or any employee bound by this agreement. The Union and the Employer agree not to alter, amend or misinterpret any section, article addendum or letter of understanding, unless, expressly agreed to by the Employer and the Union.

The Committee meetings shall be held at the workplace. The specific date(s) for the meetings will be arranged by the local management and the shop stewards. The meetings will normally be scheduled to start at 3:00 p.m. Each party will be responsible to inform the other as to the agenda items as far in advance as is reasonably possible to do so. The number of attendees will normally be a maximum of three (3) from each party. No union member on the Consultation Committee will lose any wages or benefits as a result of time spent on the committee.

SECTION 27: CLASSIFICATIONS AND JOB DESCRIPTIONS

(A) Classification Preamble

In addition to the core requirement for each classification as outlined below, the Employer will maintain a detailed classification/job description, which will include duties and responsibilities. It is understood that all classifications and job descriptions will include other tasks and duties as directed that are not unsafe or illegal. The Employer will develop evaluation and performance forms/check lists and training standards for each classification. Evaluation and performance reviews will be conducted on a regular basis to ensure all employees are meeting their required standards.

Applicable to North (Penticton) and South (Okanagan Falls) Plants:

Probation Training - Finishing End

It is understood that all new employees hired will be considered probationary and they will remain in this category for sixty (60) working days of actual work. After the completion of the first 30 working days the Employer will make an evaluation to assess their general suitability. If deemed suitable at this point the employee will be progressed to the P2 wage rate. A final evaluation assessment will be made at the end of sixty (60) working days of actual work in order to determine if the employee is suitable for regular employment and seniority rating. If suitable the employee will be progressed to the Level VI wage rate – Finishing End.

Level VI – Finishing End – Day 61 to 119 inclusive.

Must have demonstrated the minimum skills and abilities needed to satisfactorily meet production flow. Must be able to take direction. Must be able to work as a part of a team. Must have acquired a basic understanding of the plant functions in regard to production flow and standards and product completion and standards. Must have a basic knowledge of and basic level of skill and ability in the usage of tools and equipment. Must have physical stamina and good hand to eye coordination. Must show a potential to progress in the company. An evaluation assessment will be made after 30 working days of actual work in Level VI and again after 60 working days of actual work in Level VI. An employee who is successful in meeting or exceeding the evaluation assessment will be progressed to Level V Step 1.

Level V - Finishing End (Steps 1, 2 & 3)

In addition to maintaining the skills and abilities of Level VI the employee must successfully pass a progression evaluation each succeeding 80 days. The purpose of the evaluation is to determine if the employee has increased his level of skill and ability while being able to work with less and less direct supervision and instruction, yet maintaining a satisfactory production level to quality standards.

Note: Once an employee has successfully passed the evaluation they will be progressed to the next wage increment in Level V. If an employee fails to pass an evaluation at any point in the progression they may be given the necessary training/instruction to help correct any deficiency and re-evaluated 30 days later. An employee will have recourse to the grievance procedure outlined in Section 20 if they are not satisfied with their evaluation.

Level IV - Finishing End - Tool Operator

Must have attained a proficiency in all aspects of the work of the Finishing End. Must be able to work alone and as a member of a team. Must be able to perform tasks with minimum supervision. Must be proficient in operating sanders, routers, saws, drills, chain saws and any other tooling that will be required to frame our products. Also, the employee must be able to change bits, blades and sharpen all tools, without constant supervision. Must have a basic knowledge of drawings and their interpretation. Must have a complete understanding and command of the production flow and product completion.

Level IV - Finishing End - Stain Applicators

Employee is paid for all hours worked when performing duties of stain applicator.

A notice will be put up for applicants to apply for training for stain applicator. Employees classified as Tool Operators and below may apply (this is not a posted position).

Applicants must have the skills, abilities, and qualifications to apply our standard stains (water based, oil based):

- Read and understand the coating technical information, and application techniques.
- Adhere to the proper safety and handling instructions.
- Have written and verbal skills sufficient to make reports and keep records.
- Be able to maintain quality and quantity requirements set forth by Structurlam Products Limited Partnership.

All candidates will be required to successfully pass a test upon the completion of their training.

Successful employees will be on a roster to be called upon when the company has a stain applicator assignment.

Stain applicators will be given "painting whites" to wear while applying stain. It is the responsibility of each employee to maintain the "painting whites" in good and clean condition. If the "painting whites" become worn or damaged they will be replaced by the company.

If there is a product that is difficult to apply, or is to be applied with equipment that Structurlam does not have, or a certified painter is required, or our stain applicators cannot keep up with the staining requirements, then the company may hire an outside firm, to perform some or all of the staining requirement(s).

Level III – Finishing End

 Forklift Operators (with and without combi-lift), Lindal Packaging Organizer or Planer Operators. In addition to maintaining the competency of Level IV, have attained the following:

<u>Forklift (without combi-lift)</u> (Loading Trucks) requires skill and ability to:

- Figure distribution of load (e.g. axle weights).
- Direct the swamper.
- Organize products on the slab.
- General maintenance of the forklift.
- Accurately prepares shipments.

Forklift (with combi-lift) (Loading Trucks) requires skill and ability to:

- Ship and Receive Product (i.e. parallam, lumber, glulam, etc...).
- Figure distribution of load (i.e. axle weights).
- Direct the swamper (if applicable)

- Organize products on the slab.
- General maintenance of the forklift.
- Accurately prepares shipments.
- Perform cutting and staging of parallam, as required.
- Provide yard management, as required (tidy, organized, etc...)
- Maintain parallam inventory.
- Use chainsaw for cutting billets and parallam stock in a safe manner.
- Be forklift certified, with appropriate skills.
- Must be able to operate regular forklifts and combi-lift.

Lindal Packaging Organizer requires skill and ability to:

- Be responsible for final cutting and packaging of Lindal orders in a safe and proficient manner.
- Ensure accuracy and quality of products to be shipped.
- Meet deadlines as required.
- Coordinate and organize the activities of subordinates to meet production schedules.
- Maintain a clean and safe work area.

Planer Operator

In addition to maintaining the competency of Level IV (Tool Operator), the <u>Planer Operator</u> requires skill and ability to:

- Interpret planing lists.
- Instruct in-feed/tail operators.

- Operate and maintain planer to a high degree of proficiency.
- Direct planing crew.
- Set and monitor sizes of product.

Level II – Finishing End – Framers, Creno 5 Axis Woodwork Operator, K2 Hundegger, PBA Operator

Framer (Layout, Mark and Frame Person) requires skill and ability to:

- Trains tool operators
- Interpret drawings and transfer drawings to product.
- Make patterns.
- Check steel to product/drawing.
- Check/correct information on blueprints.
- Assist in leading and directing workers(tool operators).
- Be accountable for his work, quality and productivity of the tool operators under his supervision in accordance with established quality and productivity standards.

Level II PBA Hundegger CNC Framing Machine Operator

In addition to possessing the skills and abilities of a Level III <u>Finisher and Forklift Operator</u>, a PBA operator must:

Have the skills and ability to:

- Operate a standard computer using a windows based operating system.
- Learn and operate the Cambium software program and have a basic knowledge in part programming.
- Work independently with a minimum of supervision.
- Work as a member of a team with other operators.
- Ensure all work is performed in a safe manner and have a complete understanding of lockout procedures; safety switches and emergency stop buttons.
- Operate and maintain PBA Hundegger to a high degree of proficiency.
- Interpret shop drawings and transfer drawing information to product.
- Check and correct information on blueprints.
- Maintain and change tools.
- Make patterns.
- Maintain a clean workspace.
- Interface with the PBA Supervisor to solve problems and order parts and tools.
- Interface with the Shift Head Lead Hand to maximize production flow.
- Have written and verbal skills sufficient to keep records and communicate with other operators.
- Re calibrate the PBA based on the results of production.

- Direct a helper to load and unload the PBA to ensure maximum production on the PBA.

Level II – K2 Hundegger CNC Framing Machine Operator

In addition to possessing the skills and abilities of a Level III Finisher and <u>Forklift Operator</u>, a <u>K2 operator</u> must:

Have the skills and ability to:

- Operate a standard computer using a windows based operating system.
- Learn and operate the K2 software program and have a basic knowledge in part programming.
- Work independently with a minimum of supervision.
- Work as a member of a team with other operators.
- Ensure all work is performed in a safe manner and have a complete understanding of lockout procedures; safety switches and emergency stop buttons.
- Operate and maintain K2 Hundegger to a high degree of proficiency.
- Interpret shop drawings and transfer drawing information to product.
- Check and correct information on blueprints.
- Interpret glue packaging lists.
- Maintain and change tools.
- Maintain a clean workspace.

- Interface with the K2 Supervisor to solve problems and order parts and tools.
- Interface with the Shift Head Lead Hand to maximize production flow.
- Have written and verbal skills sufficient to keep records and communicate with other operators.
- Re calibrate the K2 based on the results of production.

Level II - Creno 5 Axis Operator

In addition to maintaining the competency of Level III <u>Finisher</u>, the Creno Operator must have the skill & ability to:

- Operate CNC Machine to a high degree of proficiency. This would include a thorough understanding of:
- Full understanding of safety issues including emergency stop buttons & power switches & proper lockout procedure
- NUM Control Panel
- Manual Mode & Maintenance Codes
- Tool Setup
- Stock Setup & Setup Macros
- Multiple Setups, Rotations, & Pendulum Mode
- Run cutting programs in Auto Mode
- Stop machine operation due to possible crash situations due to error in Code and/or machine malfunction.

- Program G79 Jumps to program code to assure safe operation of code & continuation of production.
- Mark part & identify incomplete framing
- Have written and verbal communication skills sufficient to make reports & keep records for tracking projects.
- Provide feedback to Creno programmer to facilitate code improvements.
- Must have the ability to work independently with minimal supervision.
- Organize workspace to maximize production throughout & meet production schedules.
- Ensure all work performed is done so in a safe manner.
- Provide adequate cleanup in the workspace.
- Direct & train Operators/Trainees
- Have written & verbal communication skills sufficient to make reports, training manuals & keep records and give performance appraisal/ evaluation input on operators and Lead Hands & Plant Manager.
- Provide recommendations to improve product throughput.
- Correct/enforce & report where necessary to maintain safe operations.

Finishing End – Shift Lead Hands

Shift Lead Hands require the skills and abilities to:

- Lead, direct and train finishing end employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Ensure all work performed is done safely.
- Correct/enforce and report where necessary to maintain safe operations.
- Interface with Glue End Lead Hand in order to maintain production flow.
- Operate the forklift.
- Operate the planers.
- Operate the sanders.
- Perform the duties of Marker to a certain degree.
- Coordinate and organize the activities of subordinates to meet production schedules.

<u>Definition</u>: A shift lead hand is an experienced employee who is qualified to perform all jobs in his designated area. A shift lead hand is a Work Coordinator in his area and sets a positive example regarding attitude, work ethic, lateness and absenteeism.

Additionally, working closely with his supervisor, a <u>shift</u> <u>lead hand</u> provides leadership in the following areas of responsibility:

a) SAFETY: Ensure all employees are immediately aware of unsafe acts and conditions, as well as hazardous materials and report the same to his supervisor. Immediate action, do not wait for a safety meeting. Ensure the employees use the safest equipment provided for certain jobs and report offenders to his supervisor.

- HOUSEKEEPING: Good housekeeping in the work area is mandatory. It demonstrates a positive attitude toward safety and quality and projects to visitors pride in the work area.
- c) EMPLOYEES IN HIS WORK AREA: After the supervisor has introduced, instructed and shown a new employee what is expected of him, the shift lead hand will guide and oversee the work of the employee making corrections as necessary. With new employees projecting a "do it right the first time" attitude is important.

<u>Shift Lead hands</u> will discuss the progress of the new employee with the supervisor and assist in assessing the employee. <u>Shift Lead hands</u> are expected to make supervisors aware of <u>the</u> employees demonstrating poor job performance, poor work attitude (quality) and poor work ethic (honesty). At no time is a <u>shift lead hand</u> expected to directly discipline an employee.

 MATERIALS AND EQUIPMENT: Ensure proper material usage to prevent material waste. Supervisors should be made aware of employees abusing materials, tools or equipment. Report to supervisor material shortages, poor quality material or anything else that may impair productivity.

- e) QUALITY: Quality is essential to our continued success; a "do it right the first time" objective eliminates rework and defect potential as well as ensures productivity. Constantly keep supervisors aware of assembly/fit problems, blueprint errors, product defects in shift lead hand work area as well as defects from other areas.
- f) LUNCH/COFFEE BREAKS: All employees are expected to respect the allotted time for lunch or coffee breaks. It is the shift lead hands responsibility to ensure the allotted time is not abused.
- g) Employees would be expected to attend a mutually agreed upon self-improvement course with the Employer covering the costs of the course. Course would be completed on the employees own time. Course selection and content shall be mutually agreed upon by the Employer and the Union.

Lead Hand – Finishing End

<u>Finishing End – Lead Hand</u> must have the ability and skills to:

- Lead, direct and train finishing end employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Coordinate and organize the activities of subordinates to meet production schedules and levels.

- Ensure all work performed is done safely.
- Correct/enforce and report where necessary to maintain safe operations.
- Coordinate all shift lead hands.
- Oversees all employees.

<u>Definition</u>: A <u>lead hand</u> is a Work Coordinator in his area and sets a positive example regarding attitude, work ethic, lateness and absenteeism. Additionally, working closely with his supervisor, a lead hand provides leadership to all the Personnel in the plant.

Probation Training – Glue End

It is understood that all new employees hired will be considered probationary and they will remain in this category for sixty (60) working days of actual work. After the completion of the first 30 working days the company will make an evaluation to assess their general suitability. A final evaluation assessment will be made at the end of sixty (60) working days of actual work in order to determine if the employee is suitable for regular employment and seniority rating. If suitable the employee will be progressed to the Level V wage rate – Glue End.

Level V – Glue End – Day 61 to 180 inclusive (Training Period #1)

Level V-Glue End is a training position in the Glue End. Employees in this group must have demonstrated the minimum skills and abilities needed to satisfactorily meet production flow. Employees in this group must be able to take direction, and work as part of a team. Must have acquired a basic understanding of the plant functions in regard to production flow and standards and product completion and standards. Must have a basic knowledge of and basic level of skill and ability in the usage of tools and equipment. Must have physical stamina and good hand to eye coordination.

Employees must show a potential to progress in the company. An evaluation assessment will be made after 60 working days of actual work in Level V and again after 60 working days. The purpose of the evaluation is to determine if the employee has increased his level of skill and ability while being able to work with less and less direct supervision and instruction, yet maintaining a satisfactory production level to quality standards.

An employee who is successful in meeting or exceeding the 2nd evaluation assessment in this Level will be progressed to Level IV. It is understood that the Employer will cross-train and evaluate employees in the Glue End during Probation and/or Level V-Glue End.

Note: If an employee fails to pass an evaluation at any point in the progression they may be given the necessary training/instruction to help correct any deficiency and reevaluated 30 days later. An employee will have recourse through the Grievance Procedure as outlined in Section 20 if they are not satisfied with their evaluation.

Level IV - Glue End - Stacker/Packer

Employees in this Level must be capable of setting cambers, mixing glues, feeding glue machines, operating air wrenches, packing boards, ramming, assembling rods and other jobs associated with the glue department. These employees must have demonstrated the minimum skills and abilities needed to satisfactorily meet production flow. Employees in this group must be able to take direction, and work as part of a team. Must have acquired a basic understanding of the plant functions in regard to production flow and standards and product completion and standards. Must have a basic knowledge of and basic level of skill and ability in the usage of tools and equipment. Must have physical stamina and good hand to eye coordination. The employee has increased his level of skill and ability while being able to work with less and less direct supervision and instruction, yet maintaining a satisfactory production level to quality standards.

If after successfully passing their evaluation at Level V an employee does not wish to progress to the Finishing End, at that time they will be restricted to work in the Glue End and will not progress past Level IV – Stacker/ Packer, unless they successfully fill a higher rated posting in the Glue End or if they choose they can request to be returned to the Finishing End and continue the progression there when a position becomes available, starting at Level V-Step I (re-doing 80 training days) – Finishing End.The Employer may utilize the employee in either the Glue End or Finishing End at its discretion.

Level II and Level III – Glue End – all posted jobs must have mandatory reviews to ensure criteria are being met.

Level III – Glue End (Grader)

Employee must have a current Grading Ticket and/or have successfully passed in-house training. Must be able to maintain equipment, monitor levels of production, read and understand production lists, grade lumber mechanically and visually.

Must be able to keep lumber area and lumberyard in a well-organized manner.

Must be able to tally lumber and perform moisture tests. Must be able to operate equipment to a high degree of skill. Must have an understanding of CSA/JAS & ANSII.

<u>Note</u>: The Employer agrees to pay the cost of the course and Ticket (if required), including lost wages. Prior approval must be received from the Employer.

Level III – Trim Saw Operator

Employee must have a current Grading Ticket and/or have successfully passed in-house training. Must be able to maintain equipment, monitor levels of production, read and understand production lists, grade lumber mechanically and visually.

- Must be able to operate all the machines in his area, trim saw, lamella planer, chairs, chains etc.
- Have written and verbal communication skills sufficient to make reports, keep records of quality checks.

Level II - Glue End - Finger Joint Operator

Must have successfully completed the company Finger Joint Operator training program. Must have the ability and skill necessary to monitor and maintain the Finger Joint equipment and to maintain production flow and standards.

Level II - Glue End - CLT Press Operator

Must have successfully completed the company CLT press Operator training program.

- Must have the ability and skill necessary to keep the clt press operating at full capacity
- be capable of directing a helper to ensure the lumber is ready for the next pressing, and fill the press as soon as possible.
- Have written and verbal communication skills sufficient to make reports and keep records.

Glue End - Shift Lead Hand

In addition to possessing the skill and abilities of Level III, the employee must have the ability and skills to:

- Lead, direct and train glue end employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Coordinate and organize the activities of subordinates to meet production schedules and levels.
- Ensure all work performed is done safely.
 Correct/enforce and report where necessary to maintain safe operations.
- Interface with Finishing End Lead Hand in order to maintain production flow.

If the Lead Hand does not have a valid lumber grading ticket, he must agree to take and complete a grading course in a reasonable period of time at the Company's discretion.

Lumber Room - Shift Lead Hand

In addition to possessing the skill and abilities of Level III & II, the employee must have the ability and skills to:

- Lead, direct and train lumber-room employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Coordinate and organize the activities of subordinates to meet production schedules and levels.
- Ensure all work performed is done safely.
 Correct/enforce and report where necessary to maintain safe operations.
- Interface with Finishing End Lead Hand in order to maintain production flow.

If the Lead Hand does not have a valid lumber grading ticket, he must agree to take and complete a grading course in a reasonable period of time at the Company's discretion.

Lead Hand – Lumber Room

In addition to possessing the skill and abilities of Shift Lead Hands, Levels II & III, <u>Lead Hands</u> must have the ability, qualifications and skills:

- Lead, direct and train lumber room employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Coordinate and organize the activities of subordinates to meet production schedules and levels.
- Ensure all work performed is done safely.
 Correct/enforce and report where necessary to maintain safe operations.
- Interface with Finishing End Lead Hand in order to maintain production flow.

If the Lead Hand does not have a valid lumber grading ticket, he must agree to take and complete a grading course in a reasonable period of time, at the Employer's discretion.

<u>Definition</u>: A <u>lead hand</u> is an experienced employee who is qualified to perform all jobs in his designated area. A <u>lead hand</u> is a Work Coordinator in his area and sets a positive example regarding attitude, work ethic, lateness and absenteeism. Additionally, working closely with his supervisor, a <u>lead hand</u> provides leadership in the following areas of responsibility:

Also, insert wording included under Finishing End – Shift Lead Hands (Parts a to g – SAFETY TO EMPLOYEES). Replace the word "Shift Lead Hands" with "Lead Hand".

Lead Hand – Glue End

In addition to possessing the skill and abilities of Shift <u>Lead Hands</u>, Levels II & III, Lead Hands must:

Have the ability and skills to:

- Lead, direct and train glue end employees.
- Have written and verbal communication skills sufficient to make reports, keep records and give performance appraisal/evaluation input on employees to the plant manager.
- Coordinate and organize the activities of subordinates to meet production schedules and levels.
- Ensure all work performed is done safely.
 Correct/enforce and report where necessary to maintain safe operations.
- Interface with Finishing End Lead Hand in order to maintain production flow.

If the Lead Hand does not have a valid lumber grading ticket, he must agree to take and complete a grading course in a reasonable period of time, at the Employer's discretion.

<u>Definition</u>: A lead hand is an experienced employee who is qualified to perform all jobs in his designated area. A lead hand is a Work Coordinator in his area and sets a positive example regarding attitude, work ethic, lateness and absenteeism. Additionally, working closely with his supervisor, a lead hand provides leadership in the following areas of responsibility: Also, insert wording included under Finishing End – Shift Lead Hands (Parts a to g – SAFETY TO EMPLOYEES). Replace the word "Shift Lead Hands" with "Lead Hand".

SECTION 27 - APPLICABLE TO OLIVER PLANT:

With respect to effectively operating this facility, the job descriptions applicable only to the Rig Mat Plant, Oliver, B.C. location are listed below. These descriptions are preliminary. This is a new venture and Structurlam Products Limited Partnership reserves the right to amend, and/or modify these descriptions to parallel the requirements of operational efficiency as the operation evolves. The Union will be consulted with before making any such changes.

Lead Hand/Quality Control – (all shifts) - Rate as Per Appendix B

- Lead Hands will be responsible for ensuring that all Oliver Plant Employees are trained effectively to operate safely, effectively and efficiently.
- Lead Hands will be responsible to ensure that all aspects of Quality Assurance are maintained with respect to all materials and processes utilized in the manufacturing of the product.
- Lead Hands will be responsible to maintain proper documentation as directed by the Plant Manager. This shall include, but not be limited to employee shift time recording, quota reports, shipping paperwork (Bill of Lading), receiving inventory paperwork (lumber, glue, hardware).

- Ensure that all employees are able to effectively cross-train and work in each of the three locations (moulder infeed/outfeed, panel processing and press loading).
- Ensure that the principles of 5S are clearly enforced.
- Trouble shoots marginal corrections on all machines.
- Ensure that Quota Volumes are met.

Yard Operations - Rate as Per Appendix B

- Loads and unloads trucks forwards all receiving and shipping paperwork to the Lead Hand on shift immediately upon receipt (lumber, bolts, glue and propane, etc).
- Maintains the organization of the yard, as per the 5S layout plan (to be provided).
- Takes direction from Lead Hand on shift.
- Dumps all tilt bins.
- Prepares tongues when he has spare time.
- Strips lifts when possible of lumber wrap, pulling all inbound packaging staples.
- Performs the daily pre-shift inspection on all of the forklifts.
- Works safely and effectively in the small confines of the plant space. Executes mobile equipment work within the defined operating space as defined by management to ensure employee safety.

<u>General Plant Labourer – Rates as Per</u> <u>Appendix B (represents a blended rate of all</u> <u>positions)</u>

All of the Plant Labour will be at the same rate, and employees, will rotate through three workstations throughout the course of the shift to ensure that no one employee is tasked with Repetitive Stress (RSI) influences. To ensure the safety of the Plant production staff, rotations will be part of the strategy.

All Plant Labour will report directly to the Shift Lead Hand. Listed below are the general descriptions of the three workstations within the General Plant

- Load lumber into the trim saw.
- Load lumber into the moulder.
- Load lumber into the press.
- Bolt the fingers to the finished mat.
- Maintains the press work area as per the 5S layout plan (to be provided).

(B) Classification Training Periods and Evaluation

Framers

Training Period 150 working days

Evaluation at 25 working days

Evaluation at additional 50 working days

Completion at 150 working days

Classification Training Periods and Evaluations – Does not apply to the Rig Mat Plant, Oliver location.

(C) Training Wage Increments

Framer*25 day evaluation; @ 75 days – 50% ; 150 days – 100%.

*The first 75 days of training will be paid at the employee's existing rate; at 75 days the employee progresses to the 50% Rate (between Tool Operator Rate and Framer Rate – per Appendix A – FRTR Rate)

All other posted positions will have weekly evaluations during the training period, with final evaluation at 30 days. Upon acceptable completion of 30 day training period the employee will receive the posted wage rate for that position. If final evaluation is not successful, an employee will be provided additional training up to 30 days, at their existing rate.

Training Wage Increments – Does not apply to the Rig Mat Plant, Oliver location.

SECTION 28: WAGES

See Appendix A - North (Penticton) & South (OK Falls) Plants – for Wage Schedule*

See Appendix B – Oliver Plant - for Wage Schedules*

Effective January 1, 2014 – 1.5% Wage Increase

Effective January 1, 2015 - 2.5% Wage Increase

Effective January 1, 2016 - 3.5% Wage Increase

*The wage increases do not apply to the General Labourer position at the Oliver Plant.

Wage increase with respect to the Oliver General Labourers, would be as follows:

- Oliver employees currently receive \$16.59/hour.
 Incremental Wage Increase at Oliver for General Labourers would be as follows:
 - \$1.00/hour increase after probation at 61 Working Days
 - \$0.50/hour additional increase at 1230 Total Working Hours
 - \$0.50/hour additional increase at 1904 Total Working Hours

Therefore, after approximately I year (calculated at 238 working days per year x 8 hours/day= 1904 hours*) the employee would end up at \$18.59 which represents a \$2.00 increase for the General Labourer Position. The annual wage increases will not <u>apply</u> to this position. Employees' working days will be calculated from their current seniority date and only days worked at the Oliver Plant will apply. Rates will be adjusted at the time of signing the contract.

All employees shall be eligible for retroactive wage adjustment based on hours worked between January I, 2014 and the ratification date. Employees who have retired or been laid off after January I, 2014 shall be eligible for retroactive wage adjustment on hours worked from January I, 2014 to the date of retirement or layoff. For employees who have been laid off, they will have the option of having their retroactive pay paid upon their return to work. All pay adjustments will take effect on the next full (two-week) pay cycle following ratification – i.e. if ratification occurs mid pay-cycle, then pay adjustments will be effective the following full twoweek pay cycle. Retroactive pay will be paid within 6 weeks of ratification.

SECTION 29: PENSION PLAN

- A) <u>Pension Contributions</u> <u>Applicable To – North (Penticton), South</u> <u>(Okanagan Falls) and Oliver Plants</u> Effective January 1, 2014 to December 31, 2016 \$1.20 per regular hours; maximum 1800 hours on regular hours only; not applicable to probation employees.
- B) The Employer signatory hereto shall contribute to the CMAW Benefit Plan Trust Fund in the manner and for purposes called for in this Article for each regular hour worked (see maximum hours each year, as per above) by all employees covered by this Agreement who have completed their probationary period, according to the above schedule.
- C) Such contributions are to be made solely by the Employer and no Employer will deduct such contributions or any portion thereof from employees' wages. Such contributions are in excess of wage rates set out in this Agreement and do not constitute a payment of wages or any portion of a payment of wages. Upon completion of their probationary period employees will have their hourly Pension contributions deductions remitted to the Plan.

- D) Such contributions are due and payable for each employee covered by this Agreement on or before the fifteenth (15th) day of the calendar month following the month in which the obligation arose and shall be remitted to the Plan.
- E) Penalties for delinquent payment and/or deductions: The Union will advise the Employer within forty-eight (48) hours of notification exclusive of Saturday, Sunday, and statutory holidays and the Union shall require a ten percent (10%) penalty of the amount of late payment.

SECTION 30: DURATION OF AGREEMENT

The parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of January 2014 to and including the 31st day of December, 2016, and thereafter from year to year, unless notice is given by either party within four (4) months and not less than one (1) day immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the Local Office of the Union, within four (4) months and not less than one (1) day immediately preceding the date of expiry of the contract period. If no Agreement is reached at the expiration of this contract, and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is reached or until negotiations are discontinued by either party.

SIGNED THIS DAY OF <u>September 16</u>, 2014. ON BEHAD OF THE EMPLOYER ON BEHAD

ON BEHALF OF THE UNION

Appendix A

WAGE RATES - THREE YEAR CONTRACT -APPLICABLE TO NORTH (PENTICTON) & SOUTH (OK FALLS) PLANTS

Description	Code	Existing Rates Before Signing	01-Jan 2014 1.5%	01-Jan 2015 2.5%	01-Jan 2016 3.5%
Finishing End					
Lead Hand - Finishing	LH-F	\$26.26	\$26.65	\$27.32	\$28.28
Shift Lead Hands (Afternoons) + Diff.	SLHA	\$23.72	\$24.08	\$24.68	\$25.54
Shift Lead Hands (Nights) + Diff.	SLHN	\$22.91	\$23.25	\$23.83	\$24.67
Level II - Creno Operator	C0	\$24.64	\$25.01	\$25.63	\$26.53
Level II - K2 Operator	HO	\$24.04	\$24.40	\$25.01	\$25.89
Level II - Framers	FR	\$24.04	\$24.40	\$25.01	\$25.89
Level II - Framers **TRAINING RATE**					
50% Rate @ 75 Days*	FRTR	\$22.51	\$22.85	\$23.42	\$24.24
Level III - Forklift Operators					
(With Combi Lift) (South)	FL-C	\$22.80	\$23.14	\$23.72	\$24.55
Level III - Forklift Operators					
(Excludes Combi Lift) (North)	FL	\$22.01	\$22.34	\$22.90	\$23.70
Level III - Lindal Packaging Organizer	LP0	\$22.01	\$22.34	\$22.90	\$23.70
Level III - Planer Operators	PO	\$22.01	\$22.34	\$22.90	\$23.70
Level IV - Stain Applicator	SA	\$21.32	\$21.64	\$22.18	\$22.96
Level IV - Tool Operators	T0	\$20.98	\$21.29	\$21.83	\$22.59
Level V - Step 3 (280-359 Days)	LVST3	\$19.54	\$19.83	\$20.33	\$21.04
Level V - Step 2 (200-279 Days)	LVST2	\$18.02	\$18.29	\$18.75	\$19.40
Level V - Step I (120-199 Days)	LVSTI	\$16.59	\$16.84	\$17.26	\$17.86
Level VI - (61-119 Days)	LVI-F	\$14.23	\$14.44	\$14.80	\$15.32
Probation - (30-60 Days)	PR2-F	\$13.53	\$13.73	\$14.08	\$14.57
Probation - (0-29 Days)	PRI-F	\$12.92	\$13.11	\$13.44	\$13.91

Description	Code	Existing Rates Before Signing	01-Jan 2014 1.5%	01-Jan 2015 2.5%	01-Jan 2016 3.5%
Glue End					
Lead Hand - Glue Room	LH-G	\$24.54	\$24.91	\$25.53	\$26.42
Lead Hand - Lumber Room	LH-LR	\$24.54	\$24.91	\$25.53	\$26.42
Shift LH (Glue Room)					
(Afternoons) + Diff.	SLH-G	\$23.40	\$23.75	\$24.34	\$25.20
Shift LH (Lumber Room)					
(Afternoons) + Diff.	SLHLR	\$23.40	\$23.75	\$24.34	\$25.20
Level II - Finger Joint (F.J.) Operator	FJO	\$23.14	\$23.49	\$24.07	\$24.92
Level II - CLT Press Operator	CLT	\$23.14	\$23.49	\$24.07	\$24.92
Level III - Scarf Nailer	SN	\$22.12	\$22.45	\$23.01	\$23.82
Level III - Scarfer Operator	S0	\$22.12	\$22.45	\$23.01	\$23.82
Level III - Grader	GR	\$22.12	\$22.45	\$23.01	\$23.82
Level IV - Stacker/Packer	SP	\$18.61	\$18.89	\$19.36	\$20.04
Level V - (61-180 Days)	LV-G	\$15.77	\$16.01	\$16.41	\$16.98
Probation - (0-60 Days)	PRI-G	\$14.66	\$14.88	\$15.25	\$15.79

*Note: Framer Training Rate - Existing Rate calculated as Tool Operator Rate + 1/2 Difference Between Framer & Tool Operator

WAGE RATES - THREE YEAR CONTRACT - APPLICABLE TO OLIVER PLANT

Description	Code*	Existing Rates	1-Jan-14	1-Jan-15	1-Jan-16
		Before Signing	1.5%	2.5%	3.5%
Plant Production - Various					
Lead Hand/Quality Control	ЦН	\$ 26.26	\$ 26.65	\$ 27.32	\$ 28.28
Yard Operations	YO	\$ 22.01	\$ 22.34	\$ 22.90	\$ 23.70
Description	Code*	Existing Rates	1-Jan-14	1-Jan-15	1-Jan-16
		Before Signing	N/A	N/A	N/A
Plant Production - General Labourers					
General Labourer - Step 3 (Max Rate @ 1904 Total Working Hours)	GL3	N/A	\$ 18.59	\$ 18.59	\$ 18.59
General Labourer - Step 2 (1230-1903 Total Working Hours)	GL2	N/A	\$ 18.09	\$ 18.09	\$ 18.09
General Labourer - Step 1 (61 Days-1229 Total Working Hours)	GL1	N/A	\$ 17.59	\$ 17.59	\$ 17.59
General Labourer - Probation (0-60 Days)	GL	\$ 16.59	\$ 16.59	\$ 16.59	\$ 16.59
Positions with First Aid would have the following codes: LHFA; YOFA; GLFA, GL1FA, GL2FA, GL3FA, GL4FA, GL5FA	GLFA, GL'	IFA, GL2FA, GL3F	A, GL4FA, G	L5FA	

Appendix B

LETTER OF UNDERSTANDING #I MAINTENANCE/MILLWRIGHT EMPLOYEES JANUARY 1, 2014 TO DECEMBER 31, 2016

BY AND BETWEEN STRUCTURLAM PRODUCTS LIMITED PARTNERSHIP

And

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL, LOCAL 2511

It is understood by both parties, Structurlam Products Limited Partnership and the Construction, Maintenance & Allied Workers Bargaining Council, Local 2511, that the Maintenance/Millwright employees are excluded from the Bargaining Unit for the duration of the contract subject to the following terms:

- Work permits for both millwright/maintenance employees shall be paid to the Union in the amount of \$40.00 per month and any other future increases determined by the Union from time to time.
- The Maintenance/Millwright employees are restricted from performing bargaining unit work.

Signed this 120th day of September 2014.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #2 THURSDAY TO SUNDAY 10 HOUR SHIFTS JANUARY 1, 2014 TO DECEMBER 31, 2016

BY AND BETWEEN STRUCTURLAM PRODUCTS LIMITED PARTNERSHIP

And

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL, LOCAL 2511

RE: Section 8.01 d)

It is agreed and understood that if and when the Employer establishes a work week consisting of four (4) ten (10) hour days Thursday through Sunday, employees that are assigned such shifts shall have the individual right to refuse Sunday shift, without discrimination.

This Letter of Understanding does not apply to the Oliver Plant if operating under the 24/7 Shift Scheduling.

Dated this 16th day of September , 2014. ON BEHALLE OF THE EMPLOYER ON REHALE OF THE UNION

LETTER OF UNDERSTANDING #3 NORTH & SOUTH PLANT SENIORITY LISTS JANUARY 1, 2014 TO DECEMBER 31, 2016

BY AND BETWEEN STRUCTURLAM PRODUCTS LIMITED PARTNERSHIP

AND

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL, LOCAL 2511

The Employer will maintain a North Plant and South Plant Seniority List. However as employees migrate to South Plant for posted positions, they will merge onto the South Plant Seniority List by date of hire.

Temporary assignments between plants may occur to mitigate layoffs and/or assist plant production, as required. These employees will remain on their respective Plant Seniority List. Prior to a consolidated plant being established, there may be requirements to post permanent positions at North Plant. These postings will be offered to both North and South Plant employees. The successful employee(s) would be placed on the North Plant Seniority list based on date of hire.

In the event that a single plant is established, prior to the expiration of this agreement, one combined by "Date of Hire" Seniority List will prevail.

This Letter of Understanding does not apply to the Oliver Plant.

Signed this ILO-th	day of	September	_ 2014.
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ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING #4 BETWEEN STRUCTURLAM PRODUCTS LIMITED PARTNERSHIP

AND

CONSTRUCTION, MAINTENANCE & ALLIED WORKERS BARGAINING COUNCIL (CMAW), LOCAL 2511 JOB P OSTING AND TRAINING

This agreement between the Parties is designed to define the procedure by which employees of the Penticton (North) & Okanagan Falls (South) Plants are to be promoted, bid for jobs, and train for relief purposes in a fashion that will enable moves to be carried out smoothly and without the loss of efficiency. It is understood that a good posting and training program takes considerable time to operate properly and both Parties agree to do their utmost to see that the program works effectively.

I. <u>SENIORITY</u>

For the purpose of clarity, the following definitions are hereby accepted by both Parties:

Plant Seniority

 The Employer will maintain a North Plant and South Plant Seniority List. However as employees migrate to South Plant for posted positions, they will merge onto the South Plant Seniority List by date of hire. Temporary assignments between plants may occur to mitigate layoffs and/or assist plant production, as required. These employees will remain on their respective Plant Seniority List. Prior to a consolidated plant being established, there may be requirements to post permanent positions at North Plant. These postings will be offered to both North and South Plant employees. The successful employee(s) would be placed on the North Plant Seniority list based on date of hire.

In the event that a single plant is established, prior to the expiration of this agreement, one combined by "Date of Hire" Seniority List will prevail.

2. JOB POSTING FOR BID JOBS

- All jobs above a level IV (4) category, upon becoming permanently vacant and required will be posted within five (5) working days. Jobs are listed in Appendix A (Wage Rates) of the Collective Agreement.
- b) In posting permanently vacant jobs, the following procedures will be followed:
 - Secured bulletin boards provided for this purpose, will be supplied by the Company and placed in such locations as may be mutually agreed upon by the Company and the Consultation Committee.
 - ii) When a permanent vacancy occurs and is required, the job will be posted for

applications from employees from both North and South Plants for a minimum period of five (5) working days for each shift.

- iii) A copy of each job posting and bid sheet will be made available to the Chief Shop Steward.
- iv) Employees who have successfully completed their probationary period who wish to bid on the posted job shall make application on the Job Notice Sheet.
- v) Selection of the successful applicant in a job posting shall be based on qualifications, competency and Plant Seniority from applicants at either North or South Plant. If two (2) candidates' qualifications and competency are the same then Plant Seniority will prevail. If no one from the Plants is selected, then a probationary employee will be considered or outside applicant will be hired.
- vi) If an employee is leaving for vacation or other planned, approved leave of absence from the Plant, he/she should leave his/her name at the Plant Manager's office for any specific positions for which he/she wishes to be considered. Extenuating circumstances will be considered where an employee is physically unable to notify the Plant Manager of their bid job wishes (e.g. hospitalization).
- vii) Successful bidders may not bid for any job at a rate equal to or lower than the job for which they have been selected until ninety (90) days

have elapsed, unless no one else has bid.

viii)When permanent vacancies occur in the positions, which are posted as Relief Jobs, the senior qualified relief for that position shall fill the permanent bid job vacancy.

3. TRAINING ON BID JOBS

It is agreed by both Parties that the Company will give as much training time as possible under existing operating conditions, to employees as required under the terms of this agreement.

a) The Company shall select a fully qualified person to provide the training with due regard to the ability to communicate effectively. The length of the training period may be up to 30 days training. This period can be extended for a particular trainee by mutual consent of the Union and Company Consultation Committee. The Supervisor will qualify a trainee as soon as the trainee has demonstrated their ability to perform the job meeting all standards (i.e. safety, quality, cost, efficiency).

The training period for the Framer Position will be 150 working days.

b) Rates of pay for trainees during their training period will be their regular job rate, except that they shall not receive more than the established rate for the job for which they are being trained. The job rate for the job being trained on will be paid after the training period and when the

trainee has been deemed competent by his/her Supervisor to perform the job on their own. The only exception is the Framer Position, which will have an incremental wage increase at 75 working days. The rate that will be paid at 75 days will be the Framer Training Rate (Set as mid-way between Tool Operator and Framer Rates) - See Wage Appendix.

c) If, in Management's opinion, the trainee lacks the skill or understanding, impedes production, or endangers him/herself or other employees, or equipment, the Company shall have the right to remove the trainee during the training period, from the posted job for just cause.

> If an employee has been removed under this provision, and been declared incompetent on the job, he/she may invoke his/her rights under the Grievance Procedure.

d) It is recognized, however, that not every person has the physical and mental ability to learn any job. If, in Management's opinion, a prospective trainee or accepted trainee would require an excessive amount of time to train, or due to lack of understanding would impede production, or endanger equipment, s/he may be passed over for training or, if selected, be removed at any time during training and the next senior employee in line shall then be trained.

> In case of an applicant being passed over for training, or a trainee being declared incompetent,

s/he may invoke his/her rights under the Grievance Procedure.

4. <u>SELECTION AND TRAINING FOR RELIEF</u> <u>POSITIONS</u>

It is agreed by both Parties that for the purposes of selection and training to fill relief positions the following process will be established as follows:

- a) Relief Positions will be posted in the same manner as permanent positions. The Relief bid operator will move into the equivalent permanent bid job when the permanent bid job becomes vacant.
- b) Selection of the successful applicant in a job posting shall be based on qualifications, competency and Plant Seniority from applicants at either North or South Plant. If two (2) candidates' qualifications and competency are the same then Plant Seniority will prevail. If no one from the Plants is selected, then a probationary employee will be considered or outside applicant will be hired.
- c) If an employee declines the training during the training period the employee will not have the right to be trained to fill temporary vacancies in that job for a period of one year.
- Once an employee is trained in their relief bid they must provide relief in that job for temporary vacancies as required by Management.
- e) If, in Management's opinion, the employee lacks the skill or understanding, impedes production or endangers him/herself or other employees, or

equipment, he /she may be removed at any time during the training.

If an employee has been removed from training, he/she may invoke his/her rights under the Grievance Procedure.

- f) Rates of pay for trainees during their training period will be their regular job rate, except that they shall not receive more than the established rate for the job for which they are being trained.
- g) In the event of a layoff, the Collective Agreement shall apply.

Dated this	Iloth	day of	September, 2014
ON BEHALF OF	THE EMPLOYER		ON BEHALF OF THE UNION
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