

# **COLLECTIVE AGREEMENT**

*Between*

**WEST FRASER MILLS LTD.  
100 MILE HOUSE OPERATIONS**

*and*

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



Effective: July 1, 2018 to June 30, 2023



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# AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July, 2018

**BETWEEN:**

WEST FRASER MILLS LIMITED,  
100 MILE HOUSE OPERATIONS,

(Hereinafter called the Company  
of the FIRST PART)

**AND:**

U.S.W. LOCAL 1-2017,

(Hereinafter called the Union  
of the SECOND PART)

1. Whereas it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto;
2. And Whereas the Company accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Employees;
3. And Whereas the Union accepts responsibility to observe each and all provisions and conditions of this Agreement and to promote orderly and peaceful relations with the Company.

**NOW THEREFORE**, the Parties hereto mutually agree as follows:

## **ARTICLE I - BARGAINING AGENCY**

### **Section 1:**

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

### **Section 2:**

The bargaining authority of the Union shall not be impaired during the term of the Agreement. The only certification that the Company will recognize during the term of this Agreement is that of the Union unless ordered by due process of law to recognize some other bargaining authority.

### **Section 3:**

The Company and the Union shall meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of the Agreement which come within the scope of the Collective Bargaining between the Employees and the Company.

## **ARTICLE II - DEFINITION**

The Term "Employee" as used and for the purpose of this Agreement shall include all persons employed by the company on whose behalf the U.S.W., Local 1-2017, have been certified as bargaining agents, except and excluding foremen and others having authority to hire and fire, office workers, supervisory officials and salesmen.

## **ARTICLE III - MANAGEMENT**

### **Section 1:**

The management of the operation and the direction and promotion of the Employees are vested exclusively in the Management;

provided, however, that this shall not be used for the purpose of discrimination against employees.

**Section 2:**

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

**ARTICLE IV - UNION SECURITY**

**Section 1:**

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

**Section 2:**

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

**Section 3:**

Any employee who is a member in good standing, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

**Section 4:**



Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be discharged forthwith after seven (7) days written notice to the Company of the said employee's refusal to maintain their membership.

## Section 5:

- a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the USW-CANADA, and in accordance with the Bylaws of Local 1-2017, as of June 1981.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

## Section 6:

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate on forms supplied by the Union. The forms shall be substantially as follows:

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

Keep Original, Forward YELLOW copy to Local Union



### **Section 7:**

The Company shall furnish the Union once every month with a list setting out the names of employees absent for fourteen (14) days or longer, due to illness or injury.

### **Section 8:**

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

### **Section 9:**

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties.

### **Section 10: New Hires**

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

## **ARTICLE V - WAGES**

### **Section 1:**

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

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

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

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

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

- b) Employees who have left the employ of the Company must apply within thirty (30) days of ratification to be eligible for retroactive pay flowing from this Agreement.
- c) The Parties agree that the minimum rate in the mill for common labour shall be:
  - \$29.47 per hour effective June 15th, 2018
  - \$30.06 per hour effective June 15th, 2019
  - \$30.66 per hour effective June 15th, 2020
  - \$31.27 per hour effective June 15th, 2021
  - \$32.05 per hour effective June 15th, 2022
- d) Coverall service will be made available to Tradesmen and Apprentices per Supplement #3 plus Oilers, Grinders, End Sprayers and Panel Sprayers. Cost of providing this service will be borne by the employer. When coverall service is requested by the employee, the service must be used. Failure to wear the coveralls after they have been provided will result in permanent loss of this privilege.
- e) The Company will pay the cost of training or retraining for Industrial First Aid Certificates including lost time wages to designated duty First Aid Attendants.
- f) Grades - Sawmill - Planer
  - i) Grading tickets shall be permanent and valid certificates.
  - ii) All graders holding grading tickets shall attend upgrading classes as required.
  - iii) Graders who are required to attend upgrading classes (rule changes) shall receive their regular straight time job rate for time spent in attending said classes.

- iv) All Certified Lumber Graders shall receive a premium of twenty-five cents (25¢) per hour for a Grading Certificate provided that these premiums shall be paid only when actually engaged as Lumber Graders, effective September 1, 1975.
- v) Effective June 15, 1994, a fifteen cents (15¢) premium for employees holding current and valid lumber grading certificates, but not engaged as lumber graders, so that the total ticket premium will be fifteen cents (15¢) per hour. There shall be no stacking or pyramiding of premiums.

## **Section 2:**

For convenience of reference only, a Wage Scale is published as Supplement No. 1 and shall be effective, subject to corrections of any errors or omissions, as of June 15, 2003, and may, subject to the consent of both Parties, be revised once annually.

## **Section 3: First Aid Attendants**

- a) Designated First Aid attendants shall receive their job rate of pay plus the Ticket Premium Rate.

All other employees holding valid First Aid Tickets shall receive a premium of five cents (5 cents) per hour over and above their job rate. There shall be no stacking or pyramiding of premiums.

- b) Where a Company is paying a bonus or premiums(s) greater than set out above, it shall keep such policy in effect.

## **Section 4:**

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

## **Section 5: Shift Differential**

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

## **Section 6: Job and Equipment Changes**

- a) The Company will give advance notice of job and equipment changes to the Local Union.
- b)
  - i) New jobs shall be posted in accordance with Article VIII, Section 4.
  - ii) Bid employee on significantly revised jobs will remain on the revised job, competency considered. Up-graded basic rate jobs will be posted in accordance with Article VIII, Section 4.
- c) An employee shall receive the rate of their previously held job until such time as a new rate is negotiated.
  - i) The applicant shall have the right to revert to their original job within thirty (30) working days providing their old job still exists.
  - ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- d) When a permanent rate is agreed upon, the employee shall receive the difference between the rate and their interim rate from the date they started the new or revised job.

- e) Rate negotiations shall be guided by the following principles:
  - i) Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.
  - ii) Failing satisfaction at the local level, the Union would have the right of referral to a Regional Authority.
- f) In the event that job conditions change due to the installation of new machinery or revision of work practices or new classifications, the Parties shall meet after new machinery is operating properly or the new work practices have proven practical, to determine the designation and wage rate to be paid to the employee(s) affected.
- g) In the event that job conditions change in the Sawmill or Planermill Sections as set out in Section (a) above, wage rates shall be determined as set out in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan.

### **Section 7: Welders Rates of Pay**

The following shall be the recognized classifications of “Welder” in the collective agreement as per the criteria established by the British Columbia Industry Training Authority (ITA).

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

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

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

### **ARTICLE VI - COMMITTEE**

#### **Section 1:**

For the purpose of this Agreement, when the word “Committee” is used, it shall mean Shop, Camp, or Mill Committee, members of which are appointed by the Union.

## **Section 2:**

The Committee shall consist of not less than four (4) and not more than seven (7) employees who are members of the Union, and, whenever possible, they shall be selected on a departmental basis.

## **Section 3:**

The Union, shall within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on the Committee. The Union or committee shall inform the Company in writing when any member change takes place on the Committee. No member of the Committee shall be recognized by the Company unless the above procedure is carried out.

## **Section 4:**

The provisions of Sections 1, 2 and 3 shall not apply in reference to:  
a) Article XI: Safety Committee - where the members are designated according to the provisions of the Workers' Compensation Act, and, (b) under Article XV: Joint Committee.

## **ARTICLE VII - HOURS OF WORK**

### **Section 1:**

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week, with rate and one half for any hours worked in excess of eight (8) in any one day and forty (40) in any one week. All production employees shall be paid rate and one half for Saturday and/or Sunday, regardless of the number of hours worked during the week except that:
- b) Double straight time rates shall be paid for the following:
  - i) Hours worked in excess of eleven (11) hours per day.
  - ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days.

- iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked.
- iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.

## **Section 2: Casual Work**

- a) The term “Casual Work” as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as “Casual Employees”.
- b) Casual work on production shall be paid for at one and one half times job rate.

Casual work on maintenance, repair and preparatory work shall be paid for at straight time job rates.

- d) Regular laid-off employees shall not be classified as Casual Employees, and shall have preference for available work over the said Casual Employees.
- e) Weekend cleanup work performed by casual employees, laid-off regular employees and part-time employees will be paid for at straight time job rate except as provided in (f) herein.
- f) A laid-off regular production employee shall be considered a production employee during the week they are laid off and will be paid rate and one half for any work they perform on either Saturday or Sunday except as provided in Section 1, subsection (b) above.
- g) The Company agrees to keep a separate seniority list of casual employees for each division who have worked at least ten (10) working days exclusively for recall purposes and, subject to Clause (d), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

### **Section 3:**

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

### **Section 4:**

- a) Maintenance, Repair, Clean-up and Construction employees can be employed on a Tuesday to Saturday work week for which they shall be paid straight time for Saturday work. In such event, Sunday and Monday shall be recognized as their rest days and any work performed on their rest days shall be paid for at rate and one-half. The rest day, Monday, may be changed by mutual consent between the employee and the Company.

In such event, work performed on Monday shall be paid for at straight time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one half. However, if the employee requests a temporary change from their rest day on Monday, work performed on Monday shall be paid for at straight time.

- b) If a Statutory Holiday occurs on the employee's regular day off, they shall be entitled to take their next regular work day off without pay.



## **Section 5: Alternate Shift Scheduling**

- a) Management shall have the right to implement the following shift schedules:
- 4-10's between Monday and Thursday
  - 4-10's between Tuesday and Friday
  - 4-10's Split Monday-Friday
  - 3-12's Friday-Sunday
  - 3-12's Saturday-Monday

A seventy five cent (\$0.75) per hour premium will apply to the 4-10 split shift (Monday – Friday) upon ratification of the 2013 – 2018 Collective Agreement.

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

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

preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.

- iii) For those employees that complete the alternate weekend shift, the second overtime shift worked in a given week outside the shift schedule will be paid double-time for hours worked.

C. The parties must mutually agree on resolution of issues such as:

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

### General Principles

- a) When these alternate shift schedules are in effect other provisions of the Collective Agreement will be administered on the principle that an employee will not lose or gain any benefits over their normal five-day schedule.
  - 1. The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
  - 2. Different parts of an operation may be scheduled on different shifts.
  - 3. This Section shall not change existing operational alternate shift agreements, unless mutually agreed to by both parties. The Employer will not introduce any alternate shift that has the result of replacing an existing operational alternate shift. An existing alternate shift agreement will cease to exist if it has not been operational for one year.

4. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
5. Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
6. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest days results from the application of seniority or has been agreed to between the employee and the Company.
7. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.
8. When an alternate shift schedule is in effect, hourly-based benefits (LTD, Pension, Education Trust Fund, SHARP), under the Collective Agreement will be administered on the basis of hours paid.
9. The Company will not change an employee's work schedule to avoid a statutory holiday.

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

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

#### **4 x 10 Shift Schedules**

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

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

### **3 x 12 Shift Schedules**

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

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

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

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

14. The Company will provide notice of two weeks to the Local Union prior to the introduction of and/or the discontinuance of any alternate shift, except where a change in shift schedule is due to other circumstances not in the control of the Company.
  15. For those employees working an alternate shift, the sixty (60) working days referenced in the probationary period section of the Seniority Article will be changed to four hundred and eighty (480) working hours.
  16. On a split 4x10 shift, the schedule will delineate the employee's rest day.
  17. All other provisions of this collective agreement will apply except for those that are modified by this section.
- b) Management, Plant Committees and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules which, except for production shifts in manufacturing operations, may include Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday unless otherwise agreed by the parties.
- c) Any variation(s) to the preceding Sections denoting normal hours of work, other than those addressed in (a) above, shall be implemented only upon completion of the following steps:
- i) Negotiated agreement between the Local Union and Local Management.
  - ii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of West Fraser Corporate Labour Relations and/or the USW District 3 Office in the negotiation of an Alternate Shift Agreement.
  - iii) At any point in the negotiation of an Alternate Shift Agreement either Party may request the assistance of a mediator in the negotiation of an Alternate

Shift Agreement. The individual selected to act as mediator will be by agreement.

- iv) Majority approval by the employees involved in the proposed variations.
- d) When alternate shift schedules have been implemented in accordance with b) and c) above, the following overtime provisions will apply:
- A. Rate and one-half shall be paid for the following:
    - i) After the completion of the regularly scheduled shift.
    - ii) Hours worked in excess of (40) hours per week or forty (40) hours average when there is an averaging period.
    - iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
    - iv) All hours worked on Sunday except those excluded in the casual section.
  - B. Double straight-time rates shall be paid for the following:
    - i) All hours worked in excess of eleven (11) in any day of the week except for twelve (12) hours shifts. For twelve (12) hour shifts, all hours in excess of the regular shift.
    - ii) All hours worked on a Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in rest day has been agreed to between the employee and the Company.
  - C. Supplement No. 8, Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules established in accordance with section b) through d) above.

### **Section 6:**

If three (3) hours or less in the Sawmill Division are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete a shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding the Statutory Holiday to complete the shift shall be paid straight time rates.

### **Section 7:**

The work shall commence with the starting time of the first shift Monday, and shall end at the completion of the last shift which commences on the following Friday.

### **Section 8:**

- a) The Company shall have the right to operate the plant or any part thereof on a three (3) shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Company's option.
- b) Section (a) above shall only apply to those employees actually working on a three (3) shift basis.
- c) For "Bobtail Shifts" the Company shall have the option to commence the first shift at the start of the week and after a statutory holiday up to one and one half (1½) hours early provided that time and one half is paid for the hours worked on Sunday or Statutory holidays.

### **Section 9:**

The foregoing provision of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

## **Section 10:**

All employees in manufacturing plants shall be entitled to two (2) ten-minute (10) rest periods during each regular shift; provided always that the Company shall have the right to use relief employees in implementing this provision.

When a shift that is less than seven and one-half (7 ½) hours (i.e. six and one half (6 ½) hour graveyard shift) is established or re-established only one (1) break will be given.

Grandfather the two (2) ten-minute breaks for the Graveyard Cleanup Shift.

Grandfather the two (2) ten-minute breaks for the Graveyard Oiler Shift.

## **Section 11:**

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

## **ARTICLE VIII - SENIORITY**

### **Section 1: Principle of Seniority**

The principle of seniority, competency considered, shall be recognized by the Company and the Union; the application of seniority being determined by Plant or Division.

### **Section 2: Divisions and Departments**

This Agreement covers all operations of the Company which shall be organized for seniority purposes as follows:

1. Sawmill Division



### **Section 3: Seniority Lists**

The Company shall supply to the bargaining agent once every three (3) months a complete seniority list which seniority list shall be kept up to date particularly in the event of a reduction of forces.

#### **Divisional Seniority Lists:**

- a) Sawmill Division

### **Section 4: Promotions or Job Openings**

- a) Promotions shall be based on seniority, competency considered. Promotion into designated "Key Jobs" is subject to the provisions of the Job Training Plan.
- b) Job openings (except those on base rate) shall be posted for a minimum of twenty-four (24) hours.

### **Section 5: Lay-offs or Reduction of Forces**

- a) In the event of a reduction of forces, the last person hired shall be the first released, subject to the provisions of Sections 1 and 8 of this Article.
- b) Where a reduction of forces is caused by emergency conditions, the application of seniority as agreed to under Sub-section 5 (a) may be postponed for such periods as may be necessary, not exceeding three (3) working days. If the Company decides to exercise its rights under this provision, it shall notify the committee as soon as possible.
- c) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1. Details to be worked out between the Local Union and the Company.

During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they

may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate or accept a layoff until their regular job becomes available, provided however:

1. If during the layoff period the employee wished to return to work and so notified the Company, they shall be called back to work as soon as their seniority entitled them to a job.
2. The application of this provision shall not result in the employee, in the exercise of their rights, bumping an employee with less seniority.

### **Section 6: Seniority Retention**

Seniority during lay-off shall be retained on the following basis:

- a) Employees with less than one (1) years' service shall retain their seniority for a period of eight (8) months.
- b) Effective July 1, 2003, employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service up to an additional twelve (12) month period for a maximum period of twenty-four (24) months.
- c) A laid-off employee's seniority retention is reinstated on the completion of one day's work.

### **Section 7: Rehiring or Re-establishing of Forces**

- a) In case of re-establishment of forces, "demoted" employees shall have first claim on their previously held jobs and in such event jobs shall not be posted.
- b) When rehiring after a reduction of forces, employees shall be notified by telegram, or registered letter, if residing within 100 miles' radius of 100 Mile House, and they shall be rehired in order of their Plant Seniority, provided that they reply to the telegram (or letter) in the affirmative within ninety-six (96)

hours and appear not later than seven (7) days from the time the telegram or letter was sent out. However, employees resident in the Province of Alberta or the Yukon Territory shall be given one (1) additional days' time for reporting and any employees resident in any other Canadian Province or the United States shall receive two (2) additional days' time for reporting. All employees shall, upon returning to employment within the required number of days of being notified by the company, retain all seniority rights. It shall be the employees' responsibility to keep the company informed of their addresses during lay-off.

### **Section 8: Probation**

- a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue until sixty (60) days have been worked, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) days worked, they shall be regarded as regular employees, and shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) days worked shall only be cumulative within the six (6) calendar months following the date of entering employment.
- b) Clause (a) of this section does not apply to employees who move from one operation of a Company to another operation of the same Company within thirty (30) days for those laid-off; and within ninety (90) days for those terminated as a result of permanent closure.
- c) It is agreed that probationary employees will have preference over Casual employees for any work performed during the normal work week, subject to competency.
- d) It is further agreed that in the application of c) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the

control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has worked one shift in the 24 hour period.

### **Section 9: Reinstatement**

In any case where an employee has been transferred by the Company to a Supervisory position and at a later date ceases to be a Supervisory worker and the Company desires to retain their services, reinstatement can be made within the bargaining unit provided however, that Supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a Supervisory position.

### **Section 10: Part-time and Temporary Employees**

- a) Weekend workers and others not desirous or available for regular employment shall be regarded as casual employees, and shall not accrue any seniority.
- b) Workers who are hired for temporary employment and signify that they are available and who are in fact available for permanent employment shall be considered as relief workers and as soon as they have worked thirty (30) days within the three (3) calendar months period following their date of hiring, they shall accrue seniority from their date of hiring.

### **Section 11: Hiring**

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

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

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

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

### **Section 12: Transfer of Company Seniority**

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

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

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

### **Section 2: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave.

### **Section 3: Union Business**

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of their term of employment with the Union.
- b) The Company will grant leave of absence to Employees for any Union Business applied for by the Union in order that they may carry out their duties on behalf of the Union.
- c) It is agreed that before the employee receives this Leave of Absence as set forth in Clauses a) and b) above, the employer will be given notice in writing (in the case of a) – fifteen (15) calendar days, in the case of b) – five (5) calendar days) by the Union in order to replace the employee with a competent substitute.
- d) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the

Union will cooperate with the Company in making substitute employee(s) available or select alternate delegates to attend Union functions.

#### **Section 4:**

Any leave of absence granted to an employee by the Company for a period of longer than fourteen (14) days, shall be subject to discussion and approval between the Company and the Union.

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

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- b) That the employee shall disclose the grounds for such application.
- c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- d) That the Company shall be required to notify the Shop Committee of its decision in respect of any application for leave under this section.
- e) It is agreed that employees requesting leave of absence for extended vacations during the months of July and August, shall only be granted such leave once every three (3) years, and that a record be kept for the purpose of rotating such leaves.

- f) That applications for extended vacations from January 1st to June 30th and September 1st to December 31st shall be in accordance with the principle established in Article X, Section 2(b) of the Collective Agreement.
- g) That employees making application for leave of absence for “extended vacations” shall apply at least one (1) month in advance.
- h) “All earned vacations” must be taken in conjunction with an “extended vacation leave”.
- i) The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

#### **Section 6: Bereavement Leave**

- a) When a death occurs to a member of regular full-time employee’s immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Piece workers who are entitled to bereavement leave shall be compensated in accordance with the principles established in Article XII, Section 2 (B) of this Agreement.
- c) Members of the employee’s immediate family are defined as the employee’s spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughters-in-law, and step children.
- d) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.



## **Section 7: Jury Duty**

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Jury, Crown Witness, or Coroner's Witness on a day on which they would normally have worked, will be reimbursed by the Company for the difference between the pay received for Jury Duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week less Statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Any piece worker who is required to perform Jury Duty shall be compensated for the difference between Statutory pay received for Jury Duty and their job rate in accordance with the principle established in Article XII, Section 2 (b) of this Agreement.
- c) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

## **Section 8: Public Office**

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

- c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

## **Section 9: Family Responsibility and Compassionate Care Leave**

### **A. Family Responsibility Leave:**

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

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

### **B. Compassionate Care Leave:**

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

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

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

### **Section 10: Pregnancy and Parental Leave**

- a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section a).
- c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.

- e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (d).
- f) An employee's combined entitlement to leave under section (a) and (d) is limited to 52 weeks, plus any additional leave the employee is entitled to under sub-section (b) or (e).

### **Section 11: Domestic Violence Leave**

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

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

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

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

Reasonable documentation may be required to take domestic violence leave.

### **ARTICLE X - VACATIONS WITH PAY**

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

### **Section 1: One to Two Years' Service**

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

### **Section 2: Two to Seven Years' Service**

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

### **Section 3: Seven to Fifteen Years' Service**

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

#### **Section 4: Fifteen to Twenty-Four Years' Service**

- a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks, and the pay therefore shall be based upon eleven percent (11%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.
- b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with vacation periods provided for in Sections 1, 2 or 3.

#### **Section 5: Twenty-Four to Thirty Years' Service**

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

#### **Section 6: Thirty Years' Service**

- a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks, and the pay therefore shall be based upon fifteen percent (15%) of the total wages or salary earned by the employee during the period of entitlement, or two hundred and eighty (280) hours at the hourly rate of the employee's regular job, whichever is greater.

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

### **Section 7: Vacation Pay on Termination**

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

### **Section 8: Vacation Time**

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

### **Section 9: Payment of Vacation Pay**

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

off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.

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

#### **Section 10: Vacation Pay - Percentage of Wages Method**

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment.

- a) Absence on Workers' Compensation up to a period of one (1) year, provided that the employee returns to their employment.
- b) Absence due to illness up to a period of one (1) year provided that the employee returns to their employment. The employer



shall have the right to require a certificate from a qualified medical practitioner.

- c) Absence due to bereavement leave in accordance with the terms and conditions of Article IX, Section 6.
- d) Absence due to time service of Jury Duty, including Coroner's Jury, or time served as a Crown Witness or Coroner's Witness in accordance with the terms and conditions of Article IX, Section 7.
- e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

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

- a)
  - i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding year of entitlement.
  - ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
  - iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to their anniversary date in the succeeding year.

- b) For purposes of computing the requisite hours the following will be included:
- i) All hours worked.
  - ii) Statutory Holiday hours.
  - iii) Jury and Crown Witness Duty.
  - iv) Bereavement leave.
  - v) Vacation hours.
  - vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to their employment.
  - vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that they return to their employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
  - viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours.
  - ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages

were paid, whichever is greater.

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

## **Section 12: Employment Standards Act**

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

## **ARTICLE XI - SAFETY AND HEALTH**

### **Section 1:**

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

### **Section 2:**

The management of every operation shall maintain an Accident Prevention Committee (hereinafter called "Safety Committee") of four (4) to twelve (12) members according to the size of the operation. Members of the Safety Committee shall be designated in equal numbers by the employees and the Company. Employee representatives shall be regular employees in the operation, with at least one year's experience.

### **Section 3:**

When inspections and Safety Committee meetings are held in the same week and the total time spent by any employee exceeds two (2) hours provided for, employees are to be compensated at straight time rates for all time spent on inspections and Safety Committee meetings outside of normal working hours.

Employees who attend Safety Committee meetings or accident investigations during working hours shall not suffer any loss of pay. Plant inspections for safety will be done outside of the employee's normal working hours, unless otherwise agreed.

**Section 4:**

Anyone or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

**Section 5:**

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

- a) The Plan will be jointly trusteeed.
- b) The Plan is to be funded on the basis of an Industry contribution of one-half cent ( $\frac{1}{2}$  cent) per hour per employee per hour worked, effective July 1, 1989.
- c) The trustees will be appointed in the first year of the Agreement and will meet during the first year to establish objectives and operating and administrative procedures.
- d) In addition to the funding provided for in the Agreements, the Parties agree to the following:
  - i) When funds in the Plan reach \$100,000, the Employer will contribute an additional  $\frac{1}{2}$ ¢ per hour for a total of one-cent (1¢) per hour.
  - ii) When funds in the Plan reach \$200,000, the additional one-half cent ( $\frac{1}{2}$ ¢) provided for in (a) above will be discontinued until the fund level is again reduced to the \$100,000 level.

e) Dust Abatement

- i) The parties agree to approach SHARP for funding of a one (1) year pilot project wherein USW personnel would be utilized for the purpose of promoting awareness and compliance of evolving dust standards for the purpose of safety and productivity.
- ii) The Company agrees to provide an additional one cent (\$0.01) per hour contribution to SHARP for a one (1) year period to help fund the pilot project.

**Section 6:**

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

**Section 7: Right to Refuse Unsafe Work**

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

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must

immediately report the circumstances of the unsafe condition to their supervisor or employer.

- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if in their opinion the report is not valid, must so inform the person who made the report.
  
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
  
- (5) In the event of another employee being assigned the work being investigated under this section, the employee will be informed of the work refusal and the rationale for the refusal.

This will occur in the presence of:

- (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- 
- (6) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the

work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

No discriminatory action:

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

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

## **ARTICLE XII - STATUTORY HOLIDAYS**

### **Section 1:**

- a) All employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one half for hours worked.
- b) In the event one of the above Statutory Holidays falls on a Sunday, the following Monday shall be observed as the Holiday.
- c) In the event that one of the above Statutory Holidays falls on a Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or as agreed upon between the Company and the Shop Committee.

- d) When a Statutory Holiday falls on a Friday, employees working on a Tuesday to Saturday work week, by mutual agreement between the Company and the Plant Committee may work on a Friday Statutory Holiday at the straight time job rates and substitute Saturday as the Statutory Holiday.
- e) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and when the Company and the Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.
- f) At the option of the Company but whenever possible by mutual agreement with the Shop Committee, either Good Friday, or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said Holiday.

## **Section 2:**

- a) An hourly rate or piece work employee who qualifies for the following holidays, that is: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, under the conditions set out below shall be paid for the holiday their regular job rate of pay for their regular work schedule. The hours so paid for the Statutory Holiday shall not be included in the weekly work schedule.
- b) The holiday rate of piece work employees shall be established by computing their daily average earnings for days actually worked during the previous thirty (30) days.
- c) An employee working on a paid holiday shall be paid, in addition to their holiday pay, rate and one half for any hours worked on a shift designated as a "Holiday Shift".
- d) An employee, to qualify for holiday pay, must have been on the payroll thirty (30) calendar days immediately preceding



the holiday, and must have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence was due to a compensable occupational injury or illness, which occurred within six (6) months preceding the holiday, or such employee was on authorized leave of absence. In the case of illness, or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.

Notwithstanding the other requirements of this section, an employee may only qualify for Statutory Holiday Pay if they work one (1) day before and one (1) day after the holiday providing the said two (2) days fall within a ninety (90) calendar pay period. Employees while on leave of absence under Article IX, Section 3(a) or any employee while a member of a negotiating committee under Section 3(b) shall not qualify for paid Statutory Holidays.

- e) Employees as defined under Article VIII, Section 10 shall not receive pay for Statutory Holidays.

### **Section 3:**

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

- a) Regular full-time employees will be granted one (1) Personal Floating Holiday during each contract year of the Agreement, to be arranged at a time suitable to the employee and the Company, so that there will be no loss of production.
- b) When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at their regular job rate of pay for their regular work schedule, subject to the following conditions.

- i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- iii) An employee shall apply on an approved form at least seven (7) days in advance, for their Personal Floating Holiday. The employee shall receive notice of the disposition of their request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- iv) If an employee is required to work on their Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- v) Personal Floating Holiday not taken or scheduled by April 30th of each contract year will be scheduled by Management.
- vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight time rates will apply.
- viii) The parties agree that effective July 1, 2000 employees who have been on the payroll for not less than 90 consecutive days, who terminate their employment and have not taken their earned Personal Floating Holiday shall receive payment for their Personal Floating Holiday. This shall not be construed as an extension of their period of employment.

## **ARTICLE XIII - CALL TIME**

### **Section 1:**

Any employee reporting to work on the call of the Company shall be paid their regular rate of pay for the entire period spent at the place of work in response to the call with a minimum of, in any one day:

- a) Two hours pay at the employee's regular rate except when the employee's condition is such that they are not competent to perform their duties, or they have failed to comply with the accident prevention regulations of the Workers' Compensation Board; or
- b) If the employee commences work, four (4) hours pay at their regular rate, except where their work is suspended because of inclement weather or reasons completely beyond the control of the Company.

### **Section 2:**

Notice cancelling the work call for any Division of the Company shall be sufficient if given in the following manner:

- a) **First Shift** - Notice cancelling the call for work shall be given the previous evening at 10:00 p.m. and at 10:30 p.m. or not later than one and one half (1½) hours before the shift commences, by means of two (2) broadcasts within a half hour period.
- b) **Second Shift** - Notice cancelling the call for work shall be given between 12:00 noon and 1:00 p.m. but not later than three (3) hours before the shift commences, by means of two (2) broadcasts within a half hour period.
- c) **Third Shift** - Notice cancelling the call for work shall be given between 5:00 p.m. and 6:00 p.m., but not later than three (3) hours before the shift commences.

All broadcasts shall be over Radio Station CKBX.

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

When a grievance arises in the plant, under the terms of this Agreement it shall be dealt with in the following manner:

- a) The individual employee and the Job Steward shall first take up the matter with the foreman in charge of the work, within fifteen (15) days.
- b) If the grievance is not satisfactorily settled in this way, the same individual employee, with the Committee, shall take up the problem with the foreman.
- c) If a satisfactory settlement is not then reached, it shall be reduced to writing by both Parties when the Committee shall take up the grievance with the Plant Superintendent. If desired, the Union Business Agent shall accompany the Committee, and either Party shall have the right to request the presence of the employee involved.
- d) If the grievance is not then satisfactorily solved, it shall be referred to the Union and Management.
- e) If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.
- f) If a grievance has not advanced to the next stage, under (b), (c), (d), or (e) within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee from the operation, the set time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XV - RIGHT OF REFERENCE**

### **Section 1:**

If the Company and the Union fail to agree upon an interpretation of the Agreement, either Party shall have the right to refer the matter to the Joint Industry Committee (hereinafter called "Joint Committee") and if either Party does make reference, the other Party must accept the reference.

### **Section 2:**

The Joint Committee shall consist of three (3) representatives selected by the USW Negotiating Committee, and three (3) representatives selected by the Company.

### **Section 3:**

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

### **Section 4:**

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

### **Section 5:**

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

## **ARTICLE XVI - ARBITRATION AND INTERPRETATION**

### **Section 1: Interpretation**

In case of any dispute arising regarding the interpretation of this Agreement, which the Parties hereto are unable to settle between themselves, the matter shall be determined by interpretation in the following manner:

- a) Either Party may notify the other Party, in writing, by registered mail, of the question or questions to be interpreted. After receiving such notice and statement, each of the Parties will then refer the matter to the Interpreter named in this section.
- b) The decision of the Interpreter will be final and binding upon the Company and the Union.
- c) It is agreed that the Parties will arrange, as soon as possible, to name a person acceptable to both Parties to be the Interpreter for the purposes of this section.
- d) In the event said Interpreter is unable to deal with any matter under this section, the Parties will meet and mutually agree upon a temporary replacement.

### **Section 2: Arbitration**

In the case of any dispute arising under this Agreement, which the Parties are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

- a) Either Party may notify the other Party in writing, by registered mail, of the question or questions to be arbitrated. Each of the Parties shall, within five (5) days, refer the matter to the chosen Arbitrator.
- b) The decision of the Arbitrator will be final and binding upon the Company and the Union.
- c) The chosen Arbitrator shall be selected on a rotation system

and no Arbitrator shall deal with more than one question at any one time.

- d) If any Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by this Company pursuant to this section.
- e) The Parties agree with the principle of one-man arbitration. The Arbitrator will be chosen on a rotation basis from a group of Arbitrators which will be selected by the Parties.

In the event either Party is dissatisfied with the permanent choice of an Arbitrator, the Parties agree that other choices of Arbitrators will be considered by both Parties.

### **Section 3:**

The Company and the Union shall bear in equal proportions the expenses and allowances of the Arbitrator and the stenographic and secretarial expense and rent.

### **Section 4:**

Any such arbitration to be held hereunder shall be held at 100 Mile House, B.C., or such other place as may be decided.

### **Section 5:**

A Committee shall be established to develop and implement a system of expedited arbitration of grievances. The chairman of this Committee will be H. Allan Hope, Q.C. The Committee shall report to the parties not later than December 1, 1984.

## **ARTICLE XVII - PAY DAYS**

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

## **ARTICLE XVIII - GENERAL PROVISIONS**

### **Section 1:**

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

### **Section 2: No Strike Pending Grievance and Arbitration Procedure**

The Union shall not cause, promote, sanction, or authorize any strike, sit-down, slow-down, sympathetic strike or other interference with work by the employees for any cause whatsoever until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Company.

### **Section 3: No Lockout Pending Grievance and Arbitration Procedure**

The Company shall not create or institute any lockout of the employees with respect to any dispute between the Company and the Union, or the Company and its employees, until all provisions of this Agreement relating to grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its employees.



#### **Section 4:**

- a) The Union may refuse to handle material produced by a strike bound firm.
- b) The Union shall have the right to respect another Union's picket line.
- c) The Company shall provide plug-ins (for block heaters only) in the parking lot to accommodate all employees at no cost to the employees.
- d) Job Posting and Training Programs will be instituted as agreed to between the local Committee and the Company.

#### **Section 5: Planerman Training**

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

#### **Section 6: Permanent Plant Closures**

- a) The Company agrees that employees affected by permanent plant closure shall be given sixty (60) days' notice of closure.
- b) Employees terminated by the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service with the Company and thereafter for partial years in increments of completed months of service with the Company.

Employees who transfer to another division of the Company because of permanent closure of a manufacturing plant shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service with the Company.

- c) Severance pay for uncompleted years of service shall be computed on the basis of completed month's service.

- d) Where a plant is relocated and the employees involved are not required to relocate their place of residence or are not terminated by the Company as a result of the plant relocation, they shall not be entitled to severance pay under this article.

If a plant is indefinitely closed, and is subsequently permanently closed, those regular fulltime employees laid off at the time of the indefinite closure or subsequently laid off, will be entitled to the severance provisions provided for in b) above based on their seniority at the time of their layoff.

### **Section 7: Permanent Partial Plant Closure**

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

A permanent partial plant closure for a lumber manufacturing facility is defined as the permanent cessation of a Planermill, Sawmill, or Kilns.

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

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

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

## **Section 8: Disciplinary Action**

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

## **Section 9: Local Issues**

The parties agree to a process of ongoing timely resolution of matters as they arise in operations during the term of the Agreement. Either party may request the involvement of West Fraser and USW for the purpose of assistance in the resolution of such matters.

## **Section 10: Employee and Family Assistance Program**

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

## **Section 11: Shift Coordinator**

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

### **Selection Procedure**

1. All shift coordinator jobs will be posted for a minimum period of 48 hours.
2. Qualifications will be listed on the posting.

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

**Where the role is full time:**

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

**Where the role is not full time:**

- Employee will no longer hold a relief position.

Current shift coordinators keep one relief position until June 1, 2014.

**Section 12: Chargehand**

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

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

Training received by a Chargehand, other than training received in accordance with divisional agreements, will not be recognized for future job postings or reduction of forces.

It is understood that Chargehands do not have priority to overtime over and above divisional overtime agreements.

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

The Company shall select the chargehand.

### **Section 13: Utility/Relief**

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

## **ARTICLE XIX - HEALTH AND WELFARE**

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

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

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

## **Section 2: West Fraser - USW Board of Trustees**

The Board of Trustees, composed of two (2) members representing USW and two (2) members representing the Company, are responsible for the administration of the USW-West Fraser Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals, and Health and Welfare problems directly related to the plan.

## **Section 3: Medical**

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits, including Hospitalization coverage up to a maximum of \$8.50 per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Effective the first of the month following ratification of the 2013 to 2018 agreement, the Vision Care maximum limit will be increased to four hundred dollars (\$400) per member or dependent in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses, frames, contact lenses, laser eye surgery when prescribed by a person legally qualified to make such prescription and/or eye exams.
- d) Physiotherapist/Massage Practitioners' limit is five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- e) Effective January 1, 2019, the Psychologist or Registered Counsellor limit is one thousand dollars (\$1000) per member or dependent per calendar year.
- f) Effective January 1, 2019, the Chiropractor/Naturopath Physicians' limit is seven hundred and fifty dollars (\$750.00)

per member or dependent per calendar year.

- g) Orthopedic Shoes limit is five hundred dollars (\$500) (adults), and three hundred dollars (\$300) (child) per calendar year.
- h) Effective January 1, 2019, the Prescribed Orthotics limit is five hundred dollars (\$500.00) per member or dependent per five (5) year period.
- i) Hearing Aids limit is five hundred and fifty dollar (\$550) per member or dependent, every five years, unless there is alternate coverage provided for.
- j) It is agreed to implement a pay direct drug card under the EHC plan, with the following EHC drug plan design features.
  - Low Cost Alternative
  - Pharmacy markup maximum
  - Pharmacy dispensing fee cap
    - The markup maximum and dispensing fee cap will be review on July 1 of each year and will be adjusted to be consistent with the BC Ministry of Health (Health Insurance BC) levels.

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

- k) Lifetime limit for Extended Health Benefits to increase to \$100,000 effective on ratification of the 2013 to 2018 agreement, \$150,000 on July 1, 2014, \$200,000 on July 1, 2015, \$250,000 on July 1, 2016 and \$300,000 on July 1, 2017.

#### **Section 4: Insurance Coverage**

- a) Group Life Insurance in the amount of \$140,000
- b) Accidental Death and Dismemberment Insurance in the amount of \$140,000

c) Weekly Indemnity as follows:

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

Weekly Indemnity will commence the first day of hospitalization as a bed patient, and in cases where lost work time results in surgery. Absences due to the same or related causes will be considered continuous unless the employee has returned to full-time work for at least four (4) continuous weeks between absences.

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

i) Third Party Subrogation

The parties agree to recommend to the Trustees of the Health & Welfare Plan that effective on the date of ratification of this memorandum a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

d) The Officers of Local 1-2017, USW shall, upon written request, be permitted to examine statements of premium income and claims, disbursements of the above insurance plan. Such



requests will not be granted more frequently than once every three (3) months during the term of this Agreement.

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

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

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

- a) Basic Dental Services (Plan A) - Plan pays 80% of approved schedule of fees.  
Recall and cleaning checkups every nine (9) months.  
Effective July 1, 2014 include composite "white" fillings
- b) Prosthetics, crowns and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
- c) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees. Effective the first of the month following ratification of the 2013 to 2018 agreement the maximum lifetime is increased to four thousand dollars (\$4000) per member or dependent.
- d) Effective January 1, 2004, the Dental Plan shall provide benefits for the surviving spouse and eligible children for a period of twenty-four (24) months in the event of the death of an active member.
- e) Eligibility shall be the first of the month following date of completion of thirty (30) working days within three (3) calendar months following the date of entering employment.

#### **Section 6: General Principles**

- a) Premium cost for insurance shall be paid by the Company.
- b) Participation in such a plan shall be compulsory upon all employees. However, effective January 1, 2004, the obligation of the employer to enroll and cover an employee for M.S.P. is

triggered only when the employee is not already covered by M.S.P. by some other means.

- c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- d) Coverage will be portable in all units covered by collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, West Fraser Mills Limited and the USW, and there shall be no waiting period for qualified employees changing employers within the Industry.
- e) Coverage during layoff will be provided as follows:
  - i) Employees with one (1) or more years of seniority - six (6) months.
  - ii) Employees with more than three (3) months but less than one (1) year seniority - three (3) months.
- f) In order for reinstatement of lay-off coverage to occur, there must be a return to regular full-time employment. An employee returns to regular full-time employment when they are employed for 10 working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one working day and less than 10 working days will be covered for that month, in addition to any layoff coverage to which they were entitled, if the recall occurred during the period of lay-off coverage.

- g) There will be no duplication of Weekly Indemnity and Pension Plan payments.

- h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Leave of Absence, Section 5: Compassionate Leave provided, however, that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage, the employee must have returned to their place of residence in British Columbia unless their disability required them to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- i) Employees on extended leave of absence under Leave of Absence, Section 5: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.
- j) Effective January 1, 1998, the existing Extended Health Benefits Plan will be extended to incorporate a medical travel plan allowance for necessary medical travel from remote areas when members or their dependents are referred by their attending physician to medical specialists in B.C. and such referrals require travel from the patient's community of employment in excess of 500 kilometers. A West Fraser – USW committee will work out all of the details prior to implementation.

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

- k) The parties agree to participate in a joint study during the term of the Collective Agreement to evaluate ways to:
- More effectively integrate the short and long term disability plans
  - Improve disability management programs and return to

- work procedures
- Consider ways to streamline adjudication procedures, and
- Lower overall benefit costs.

## **ARTICLE XX - LONG TERM DISABILITY PLAN**

- a) The Plan will become effective July 1, 1982.
- b) Effective August 1, 2019, the contributions will be reduced by forty-four cents (\$0.44) per hour to produce a total payment of seventy-six (\$0.76) per hour, per employee per hour worked, of which the Company will contribute thirty-eight cents (\$0.38) per hour, and the Employees will contribute thirty-eight cents (\$0.38) per hour.

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

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

- c) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- d) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserved to fund the benefits provided by the Plan.
- e) The Trustee will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.

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

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

The Trustees are directed to develop Plan modifications that will:

- i) Improve the timeliness, effectiveness and quality of Rehabilitation from the Plan.
- ii) Provide incentives to Employers and Local Unions to establish Disability Management systems at the operations level.

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

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

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

**ARTICLE XXI - IWA - FOREST INDUSTRY PENSION PLAN**

- a) Effective July 1, 2014 an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution.
- b) Effective July 1, 2014 an increase to the employee per hour worked contribution of \$0.60 per hour worked resulting in a total of \$2.225 per hour worked employee contribution.
- c) It is understood that the \$0.275 contributions provided for by the July 1, 2000 MOA are recognized as permanent.
- d) **Graduated Retirement**  
West Fraser and the Union will participate on a committee to explore and implement changes during the term of the Agreement.

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

**ARTICLE XXII - APPRENTICESHIP TRAINING PROGRAM**

- a) The Company and the Union agree to institute the Apprenticeship Training Program for Tradesmen. The following trades to be part of the Apprenticeship Training Program are:

Carpenters      Machinists  
Electricians      Millwrights  
Forklift & Carrier Mechanics      Welders  
Heavy Duty Mechanics      Fitters, Filers & Benchmen  
Pipefitter – Steamfitters

b) The Company will pay the apprentice, while attending training school, the following:

i) Living Away From Home Allowance:

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

ii) Travel Allowance:

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

iii) Commuting Allowance:

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

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

iv) Wages:

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

v) Apprenticeship Books and Tuition:

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

- c) It is agreed that the Company and the Local Union will abide by the recommended changes to the Apprenticeship training program as determined by the Conifer/USW subcommittee.

Effective upon ratification of the 2013 – 2018 Collective Agreement, the application of the alternative selection process developed by the Conifer/USW subcommittee and adopted by West Fraser, 100 Mile House Lumber will be suspended.

Representatives of the USW and West Fraser will form an Apprenticeship Review Committee that will develop, and have ratified by both parties, a new apprenticeship selection program.

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

- d) Where the Company requires a person or persons to maintain a valid pressure certificate, they will notify the Local Union. The Company will pay the cost of examination fee and fare allowance and lost time wages for the taking of the exam.
- e) If an official of the Department of Public Works requires a Welder to attend school, and the Company, at their discretion, still requires the pressure certificate, the Company will pay the cost of the examination fee, fare allowance, and net lost time wages.



## **ARTICLE XXIII - B.C. NORTHERN INTERIOR SAWMILL AND POLEYARD JOB EVALUATION PLAN**

All wage rates will be changed to the Job Evaluation Rates. Employees will maintain their Rate Determination rates in their current position if the Job Evaluation Rate is below their present rate.

### **Section 1:**

- a) The Parties to this Agreement mutually agree to implement one job evaluation program for the sawmilling sector in accordance with the principles and procedures set out in a manual dated December 1971, hereinafter referred to as the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Manual as amended effective April 1st, 1995. The application and administration of the Program shall be in accordance with the provisions of Supplement No. 3 to this Agreement.
- b) The process of job evaluation will be conducted in accordance with the provisions of the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan which shall include the wage curve. The manual and guidelines for manual interpretation, existing and/or new Benchmarks, and existing gradings on record shall serve as a basis for subsequent evaluation.

All categories and records shall stand as presently rate matched (job analysis) and/or evaluated in the Northern Interior operations involved in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan, except where requests are submitted for evaluation or re-evaluation consistent with the principles and procedures of the Northern Interior Sawmill and Poleyard Job Evaluation Plan.

### **Section 2:**

The point range and increments for the twenty-eight (28) groups in the Sawmill and Poleyard Wage Curve are as follows:

Group Level	Points	Effective July 1 2018		Effective July 1 2019		Effective July 1 2020		Effective July 1 2021		Effective July 1 2022	
		Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates	Increment	Rates
1	0-60		\$29.47		\$30.06		\$30.66		\$31.27		\$32.05
2	61-70	0.17	29.64	0.17	30.23	0.17	30.83	0.18	31.45	0.19	32.24
3	71-80	0.14	29.78	0.15	30.38	0.16	30.99	0.16	31.61	0.16	32.40
4	81-95	0.22	30.00	0.22	30.60	0.22	31.21	0.22	31.83	0.23	32.63
5	96-115	0.18	30.18	0.18	30.78	0.19	31.40	0.20	32.03	0.20	32.83
6	116-140	0.26	30.44	0.27	31.05	0.27	31.67	0.27	32.30	0.28	33.11
7	141-165	0.18	30.62	0.18	31.23	0.18	31.85	0.19	32.49	0.19	33.30
8	166-195	0.36	30.98	0.37	31.60	0.38	32.23	0.38	32.87	0.39	33.69
9	196-230	0.28	31.26	0.29	31.89	0.30	32.53	0.31	33.18	0.32	34.01
10	231-270	0.32	31.58	0.32	32.21	0.32	32.85	0.33	33.51	0.34	34.35
11	271-320	0.28	31.86	0.29	32.50	0.30	33.15	0.30	33.81	0.31	34.66
12	321-370	0.36	32.22	0.36	32.86	0.37	33.52	0.38	34.19	0.38	35.04
13	371-420	0.32	32.54	0.33	33.19	0.33	33.85	0.34	34.53	0.35	35.39
14	421-470	0.37	32.91	0.38	33.57	0.39	34.24	0.39	34.92	0.40	35.79
15	471-520	0.31	33.22	0.31	33.88	0.32	34.56	0.33	35.25	0.34	36.13

16	521-570	0.46	33.68	0.47	34.35	0.48	35.04	0.49	35.74	0.50	36.63
17	571-620	0.30	33.98	0.31	34.66	0.31	35.35	0.32	36.06	0.33	36.96
18	621-670	0.42	34.40	0.43	35.09	0.44	35.79	0.45	36.51	0.46	37.42
19	671-730	0.33	34.73	0.33	35.42	0.34	36.13	0.34	36.85	0.35	37.77
20	731-790	0.47	35.20	0.48	35.90	0.49	36.62	0.50	37.35	0.51	38.28
21	791-850	0.31	35.51	0.32	36.22	0.32	36.94	0.33	37.68	0.34	38.62
22	851-910	0.50	36.01	0.51	36.73	0.52	37.46	0.53	38.21	0.55	39.17
23	911-970	0.47	36.48	0.48	37.21	0.49	37.95	0.50	38.71	0.51	39.68
24	971-1030	0.33	36.81	0.34	37.55	0.35	38.30	0.36	39.07	0.37	40.05
25	1031-1090	0.91	37.72	0.92	38.47	0.94	39.24	0.95	40.02	0.97	41.02
26	1091-1150	0.88	38.60	0.90	39.37	0.92	40.16	0.94	40.96	0.96	41.98
27	1151-1210	0.96	39.56	0.98	40.35	1.00	41.16	1.02	41.98	1.05	43.03
28	1211+	0.97	40.53	0.99	41.34	1.01	42.17	1.03	43.01	1.06	44.09

### **Section 3:**

The base rate in all Wage Supplements shall be that set out in Section 1e) of Article V - Wages, and shall be the minimum rate.

Incumbents in job categories for which the wage rate is reduced as a result of job evaluation (hereinafter referred to as 'Red Circled Jobs') shall continue at the original rate.

## **ARTICLE XXIV - TECHNOLOGICAL CHANGE**

### **Section 1: Advance Notification**

The Company shall notify the Shop Committee and the Union six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

### **Section 2: Retraining**

The Company shall co-operate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

### **Section 3: Rate Adjustment**

- a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job.

At the end of this six (6) month period the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 4 below, providing they exercises this option within the above referred to six (6) month period.

- b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article VIII - Seniority, brought on by mechanization, technological change or automation, they will receive the rate of their regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the setback and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply.

#### **Section 4: Severance Pay**

Employees discharged, laid-off, or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of seven days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty weeks' pay. This section shall not apply to employees covered by Section 3(b) above.

#### **ARTICLE XXV - SAFETY EQUIPMENT**

- a) Where the following articles of equipment are required to be used by the Company or by the Worker's Compensation Board, the Company shall:
  - i) Supply new employees with the articles of equipment as required.
  - ii) Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or

iii) Replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee at no cost to the employee.

- |                          |                    |
|--------------------------|--------------------|
| 1. Aprons                | 5. Dust Protection |
| 2. Hard Hats             | 6. Eye Protection  |
| 3. Welding Goggles, etc. | 7. Ear Protection  |
| 4. Flotation Equipment   | 8. Gloves          |

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

b) The employer shall be required to make available at cost to those employees who are required to wear them the following articles:

- |                 |              |
|-----------------|--------------|
| 1. Caulk Boots  | 3. Rain Gear |
| 2. Safety Shoes | 4. Coveralls |

c) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.

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

i) If they have six (6) months or more seniority, or

ii) Upon obtaining six (6) months seniority.

iii) Season lay-off shall not interfere with the qualifying period herein.

## **ARTICLE XXVI - TOOL INSURANCE**

The Company, at its own expense, shall insure for damage or loss caused by fire or flood, the tools of its employees which are required in the performance of their work. This provision for tool insurance shall also apply to loss by theft where the tools are stored in a designated place of safety within the control of the company and there is forcible breaking and entering. The insurance coverage provided shall be subject to a deductible of Fifty Dollars (\$50.00) in respect of each employee's claim.

## **ARTICLE XXVII - CONTRACTING OUT**

- a) The Company will not contract out any work that is performed by employees in the Bargaining Unit at the effective date of the agreement.
- b) Current practices in operations shall be agreed on with the Local Union in writing. Until such time as agreement is reached the above Clause (A) only will apply.

## **ARTICLE XXVIII – EDUCATION FUND (THE FUND)**

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

1. Contributions to the fund will be five cents (\$0.05) per hour worked per employee.
2. Effective the 1st of the month following ratification of the 2013 to 2018 Collective Agreement, contributions will be increased by one cent (\$0.01), for a total contribution of six cents (\$0.06) per hour worked.
3. Effective July 1, 2014, the contributions will be increased by one cent (\$0.01) for a total contribution of seven cents (\$0.07) per hour worked.

4. Effective July 1, 2015, the contributions will be increased by one cent (\$0.01) for a total contribution of eight cents (\$0.08) per hour worked.
5. Effective March 1, 2023, the contributions will be increased by one cent (\$0.01) for a total contribution of nine cents (\$0.09) per hour worked per employee.
6. The Fund will provide funding for the purpose as defined by the following:

### **Education Fund Policy Statement**

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

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

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

Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration



costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Working Committee determines appropriate regarding the operation and administration of the Fund.

#### **ARTICLE XXIX – HUMANITY FUND**

The Company agrees to deduct on a bi-weekly basis the amount of \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.

Prior to the 15th day of the month following said deduction, the Company shall pay the amounts to the “Humanity Fund” and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

#### **ARTICLE XXX - DURATION OF AGREEMENT**

##### **Section 1:**

This Agreement is a renewal and revision of the previous Collective Agreements entered into between the Company and the Union on the \_\_\_\_\_ day of \_\_\_\_\_, 2019

##### **Section 2:**

This Agreement shall be effective from and after the 1st day of July, 2018, to midnight the 30th day of June, 2023, and thereafter, from year to year, unless written notice of a contrary intention is given by either Party to the other Party.

The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company or at the Local Office upon the Local Officers of the Union, at least four (4) months prior to the expiry of any contract period.

If no agreement is reached at the expiry of this Contract, and negotiations are continued, the Agreement shall remain in force up until the time the subsequent agreement is reached, or negotiations are discontinued by either party.

**Section 3:**

The Parties agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia. R.S.B.C., C 82 is excluded from this Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR:

FOR:

WEST FRASER MILLS LTD  
100 MILE HOUSE  
OPERATIONS

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

**SUPPLEMENT NO. 1**  
**WAGE SCALE – A**

**NON-EVALUATED CATEGORIES**

**I Manufacturing Tradesman Categories**

Machinist	Effective June 15/18	Effective June 15/19	Effective June 15/20	Effective June 15/21	Effective June 15/22
Carpenter	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Electrician	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Heavy Duty Mechanic	\$36.825	\$37.560	\$38.310	\$39.075	\$40.050
Millwright	\$35.860	\$36.575	\$37.305	\$38.050	\$39.000
Pipefitter / Steamfitter	\$34.970	\$35.670	\$36.385	\$37.115	\$38.045
Sawfiler	\$34.515	\$35.205	\$35.910	\$36.630	\$37.545
<b>Categories listed above apply to:</b>					
Journeyman w/certificate					
Journeyman					
Improver w/3rd yr. complete					
Improver w/2nd yr. complete					
Helper w/1st yr. complete					
Helper					

	<b>Effective June 15/18</b>	<b>Effective June 15/19</b>	<b>Effective June 15/20</b>	<b>Effective June 15/21</b>	<b>Effective June 15/22</b>
Weider Level A	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Weider Level B	\$42.080	\$42.920	\$43.780	\$44.655	\$45.770
Weider Level C	\$41.480	\$42.310	\$43.155	\$44.020	\$45.120
<b>II New Filing Room Categories</b>					
Benchperson	\$43.495	\$44.365	\$45.250	\$46.155	\$47.310
Benchperson (non-certified)	\$42.985	\$43.845	\$44.720	\$45.615	\$46.755
Sawfiler	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Sawfiler (non-certified)	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Sawfiler Level 1	\$35.880	\$36.600	\$37.330	\$38.075	\$39.025
Helper	\$34.525	\$35.215	\$35.920	\$36.640	\$37.555
<b>Legacy Filing Room Categories</b>					
Benchman w/certificate	\$43.495	\$44.365	\$45.250	\$46.155	\$47.310
Benchman	\$42.985	\$43.845	\$44.720	\$45.615	\$46.755
Benchman Helper	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665
Circular Saw Filer (certified)	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
Circular Saw Filer	\$41.860	\$42.695	\$43.550	\$44.420	\$45.530
Saw Filer Helper	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665

Saw Fitter w/certificate	\$41.980	\$42.820	\$43.675	\$44.550	\$45.665
Saw Fitter	\$41.470	\$42.300	\$43.145	\$44.010	\$45.110
Saw Fitter w/1 <sup>st</sup> . yr. complete	\$36.610	\$37.340	\$38.085	\$38.845	\$39.815
Saw Fitter Helper	\$35.230	\$35.935	\$36.655	\$37.390	\$38.325

### III Engineers & Firemen Categories

2 <sup>nd</sup> Class Engineer	\$44.165	\$45.050	\$45.950	\$46.870	\$48.040
3 <sup>rd</sup> Class Engineer	\$42.370	\$43.215	\$44.080	\$44.960	\$46.085
4 <sup>th</sup> Class Engineer	\$40.335	\$41.140	\$41.965	\$42.805	\$43.875
Fireman w/4 <sup>th</sup> Class Ticket	\$37.230	\$37.975	\$38.735	\$39.510	\$40.500
Fireman	\$31.090	\$31.710	\$32.345	\$32.990	\$33.815

### IV Miscellaneous Categories

Grinderman	\$33.740	\$34.415	\$35.105	\$35.805	\$36.700
Head Oiler #1	\$33.745	\$34.420	\$35.110	\$35.810	\$36.705
Oiler #1	\$33.280	\$33.945	\$34.625	\$35.320	\$36.205
Yard Bucker	\$33.710	\$34.385	\$35.075	\$35.775	\$36.670

### First Aid Categories

Job Rate Plus:	
Level 2 certificate	50¢ per hour
Level 3 certificate	\$1.00 per hour

## **SUPPLEMENT NO. 2**

### **Journeyman Tradesmen Categories:**

As referred to in Article V, Section 1, of this Agreement.

Carpenter  
Electrician  
Forklift and Carrier Mechanic  
Heavy Duty Mechanic  
Machinist  
Millwright  
Pipefitter-Steamfitter  
Welder  
Saw Filer  
Benchman

## **SUPPLEMENT NO. 3**

### **B.C. NORTHERN INTERIOR SAWMILL & POLEYARD JOB EVALUATION PLAN**

#### **Article 1 - Principles & Procedures**

The Parties to this Agreement mutually agree to implement and administer a job evaluation program for the Northern Interior sawmilling sector in accordance with the principles and procedures adopted in the British Columbia Northern Interior Sawmill & Poleyard Job Evaluation Manual (hereinafter referred to as the 'Manual'). Guidelines for manual interpretation and gradings on record will serve as the basis for subsequent evaluation consistent with any future decisions rendered by the Industry Standing Committee.

#### **Article 2 - Industry Standing Committee**

There shall be a Standing Committee constituted and named the B.C. Northern Interior Industry Standing Committee to consist of one (1) designated representative of CONIFER, one (1) designated

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

### **Article 3 - Function of the Industry Standing Committee**

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

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

### **Article 4 - Industry Job Evaluation Committee**

- a) Each company participating in the B.C. Northern Interior Sawmill and Poleyard Job Evaluation Plan shall designate an evaluator to be its member representative to the Industry Job Evaluation Committee and the USW shall designate one (1) member representative.
- b) Wherever possible the efforts by the members of the Industry Job Evaluation Committee may be consolidated for practical purposes.
- c) The Industry Job Evaluation Committee shall assume general responsibility for the uniform administration of the job evaluation program.
- d) The unanimous decision of the said Committee shall be final and binding on the Parties hereto.

### **Article 5 - Plant Job Review Committee**

- a) There shall be a committee constituted in each plant named the Plant Job Review Committee to consist of two

(2) members representative of Management and two (2) members representative of the employees. At least one (1) representative of Management must be a member of the Plant's salaried staff or Management, and at least one (1) representative of the employees must be an employee of the Plant whose job is subject to Sawmill Job Evaluation. Management may choose their second representative from amongst persons not employed at the plant, and the Union may do likewise except that neither party may choose as its representative a member of the Industry Job Evaluation Committee or any person who is employed as a Job Evaluator by the Company or by the USW.

- b) The Company shall reimburse any of its hourly-paid employees for time lost from their regular work schedule while acting as a member of the Plant Job Review Committee or while presenting information, regarding their own job, before a regularly convened meeting of the Plant Job Review Committee. The Company shall not be responsible for remunerating employee representatives who are not its hourly-paid employees.

#### **Article 6 - Function of the Plant Job Review Committee**

- a) The Plant Job Review Committee will be responsible for seeing that all requests for evaluation or re-evaluation of jobs are adequately and accurately documented before being passed on to the Industry Job Evaluation Committee for further action. The documents required will include a 'Request for Job Evaluation' form submitted either by an individual employee or by local management, and a fully completed 'Job Study Record' form which provides sufficient information for the subsequent work of the Industry Job Evaluation Committee in accordance with Article 4 of this Supplement.
- b) Decisions of the Plant Job Review Committee respecting the appropriateness of a request for evaluation or re-evaluation, or respecting the adequacy and accuracy of documents, shall be by unanimous agreement. Failing such agreement, the Plant Job Review Committee shall at the request of any



one of its members immediately forward the Request for Job Evaluation, together with any other documents on which there is unanimous agreement to the Industry Job Evaluation Committee and shall then have no further responsibility for documenting that request.

- c) When the Industry Job Evaluation Committee has made a decision respecting the evaluation of a job it shall communicate that decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding. The Plant Job Review Committee will be responsible for informing Management and the employees concerned. A decision of the Plant Job Review Committee that an Application for Job Evaluation should not be forwarded to the Industry Job Evaluation Committee, will, similarly, be communicated with reasons to those concerned.
- d) Nothing in the Article limits the rights of the Industry Job Evaluation Committee to determine the facts about any job, by direct observation or otherwise, or to amend any job description submitted to them in support of a Request for Job Evaluation.

#### **Article 7 - Application of Program**

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

Planermill Maintenance Technician I and II  
Millwright  
Machinist  
Blacksmith  
Welder  
Pipefitter - including Sprinklerman  
Mechanics  
Electrician  
Painter  
Carpenter  
Bricklayer  
Steamfitter

Boilermaker  
Saw Filers, Fitters, Benchmen and helpers  
Engineers (Boiler House)  
Firemen (Boiler House)  
Grinderman  
Oiler  
and Improvers and Helpers to the above trades.

#### **ARTICLE 8 - Direction of Work**

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

#### **ARTICLE 9 - Re-evaluation**

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

#### **ARTICLE 10 - New Jobs Created**

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

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

- b) When the evaluated rate for a new job is lower than the temporary rate, the incumbent(s) shall continue the temporary rate.

#### **ARTICLE 11 - Red Circle Protection**

- a) The Company shall supply the Union with a list of employees holding red circled jobs, the said list to include the name of the employee, name of the job category filled, the evaluated rate for the job, and the actual rate paid.
- b) Employees on red circle rates who are promoted to a higher rate shall regain the red circle rate if subsequently found incompetent to continue in the higher grade.
- c) Employees holding red circled jobs who are demoted during a reduction of forces, shall be paid only the evaluated rate for the job to which they are assigned. If at a later date an employee is reassigned to their former job they shall regain their red circle rate.
- d) If an employee is temporarily transferred at the request of the Company they shall retain their existing rate or receive the rate for the new job, whichever is higher. On return to their regular job the said employee shall regain their red circle rate.

#### **ARTICLE 12 - Referral Procedure**

- a) When the Industry Job Evaluation Committee has decided the outcome of a Request for Job Evaluation, it shall transmit its decision to the appropriate Plant Job Review Committee in the form of a Letter of Understanding.
- b) An evaluation done by the Industry Job Evaluation Committee shall be final and binding on the parties, but at any time after five (5) years since the last evaluation or re-evaluation of a job, Management or an individual employee may submit a request for re-evaluation of that job and no other reason than the elapsed time shall be necessary.

- c) If the Industry Job Evaluation Committee is unable to reach agreement regarding the disposition of a Request for Job Evaluation or any other matter regarding the job evaluation program which falls within their jurisdiction the matter shall be referred to the B.C. Northern Interior Industry Standing Committee for settlement.
  
- d) All communication between any Plant Job Review Committee and the Industry Job Evaluation Committee referred to above shall be effective by sending one (1) copy to the Union representative or representatives on the Committee and one (1) copy to the Employer representative or representatives. In the case of communications to a Plant Job Review Committee, the Union representatives will be addressed care of the office of the appropriate Union local. In the case of communications to the Industry Job Evaluation Committee, the Union representative will be addressed care of the offices of the USW and the employer representative care of the offices of the Company. The employer representative will then designate their evaluator regarding the disposition of any request for job evaluation.

### **ARTICLE 13 - Training Program**

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

### **ARTICLE 14 - General Provisions**

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

## **SUPPLEMENT NO. 4**

### **APPRENTICESHIP TRAINING PROGRAM**

**Between**

**WEST FRASER MILLS LTD., 100 MILE HOUSE OPERATIONS**

**and**

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

**in co-operation with**

**DIRECTOR OF APPRENTICESHIP & INDUSTRIAL TRAINING**

**PROVINCE OF BRITISH COLUMBIA**

### **ARTICLE I - PURPOSE**

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

### **ARTICLE II - TRADES**

1. Millwrights - 4 Year Program
2. Heavy Duty Mechanic - 4 Year Program
3. Steamfitter - Pipefitter - 5 Year Program
4. Machinist - 5 Year Program
5. Electrician - 4 Year Program
6. Welder - To be established
7. Carpenter - 4 Year Program
8. Forklift & Carrier Mechanic - 4 Year Program
9. Saw Filer - 2 Year Program

## **ARTICLE III - GENERAL PRINCIPLES**

### **Section 1: Collective Agreement**

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

### **Section 2: Right to Continue**

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

The components of the revised Sawfiler apprenticeship program will be completed to the highest level (Sawfiler or Benchperson) as required by the needs of the specific operation.

### **Section 3: Tests**

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

### **Section 4: Meaning of “Year”**

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

### **Section 5: Training Time Entitlement**

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

## **Section 6: On-the-Job-Training**

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

## **ARTICLE IV - SELECTION OF APPRENTICES**

### **Section 1: Seniority**

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

### **Section 2: Successful Applicants**

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

### **Section 3: Selection of Apprentice Procedures**

#### **1. Purpose**

The purpose of this agreement is to establish an equitable criteria which will give management reasonable assurance that the apprentice, upon completion of their indentureship, will become a proficient tradesman and to assure the Union and its members that the senior applicant who meets the criteria will become an apprentice.

#### **2. Educational Prerequisites**

The educational requirement for general trades is Grade 10 or equivalent and Grade 12 or equivalent for the electrical trades.

### **3. Aptitude Testing**

Applicants will be tested in accordance with the bank of tests as recommended by the Apprenticeship Branch of the Ministry of Labour. Testing procedure will be as follows:

- a) A standard set of testing instructions and procedures will be developed and authorized by the parties to this agreement and communicated to appropriate management and union personnel.
- b) The passing grade for the tests will be established by the Apprenticeship Branch of the Ministry of Labour.
- c) The passing marks for the mechanical Trades and Electrical tests are established as being a combined requirement of, firstly, seventy percent (70%) in the Mechanical Aptitude and Space Relations segments of the tests, and secondly, seventy percent (70%) in the overall final scoring of the tests.
- d) All scoring computations of percentages in each section and overall scores of the tests are recorded as being rounded off to the next highest percentage point where any fraction of percentage point exists.
- e) Tests will be conducted on plant property or near the plant by Management; a Union representative will be present when the tests are given and marked.
- f) Tests recommended for the self-evaluation will be made available and may be taken by an interested employee. Failure to take such test shall not jeopardize an employee's application for any apprenticeship.

### **4. Re-testing**

- a) It is agreed that where an applicant has failed to pass the mechanical Aptitude and Space Relations section of either the Mechanical or Electrical tests, the employee



will be allowed to bid and be re-tested one (1) additional time for each test.

- b) Results of all tests will be retained on file in the company's office. An applicant who has met the criteria and successfully passed the requisite test and is the senior for any future apprenticeship posting within a three (3) year period will be considered the successful applicant.
- c) An applicant who qualifies and has passed the Mechanical Aptitude and Space Relations section of any of the available tests, but failed the overall test, will be eligible to bid and be re-tested for any future apprenticeship posting.
- d) A master copy of the tests will be made available to USW on request.

#### **5. Maintenance, Monitoring and Distribution of Tests**

- a) Sufficient copies of the tests, answer sheets and marking overlays will be maintained by West Fraser Mills Limited, Vancouver Office and/or the Apprenticeship Branch of the Ministry of Labour of the Province of British Columbia.
- b) Test materials will be supplied on request to those operations requiring same and will be returned immediately after use.
- c) Use of the tests will be monitored by West Fraser Mills Limited, Vancouver Office and/or the Apprenticeship Branch of the Ministry of labour of the Province of British Columbia. Such monitoring will maintain a record of applicant's tests, successful applicant's scores recorded, seniority applied and provide a follow-up of the successful applicant's progress throughout training and an appropriate post training period. Other information as deemed necessary by the parties to this agreement will be made available as agreed.

**6. Probationary Period**

The successful applicant will be given a probationary period up to ninety (90) calendar days.

**7. Selection Review**

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

**8. Trial Period**

This agreement is for a twelve (12) month trial period, from the date of this agreement. Either party may terminate this agreement upon one (1) month's written notice after the completion of the eleventh (11th) month.

**Section 4: Compulsory Entrance**

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

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

**Section 5: Age Limit**

There will be no age limit for applicants.

**ARTICLE V - TRAINING SCHEDULES**

**Section 1: Assignment as Helper**

All successful applicants, except Welder Apprentices (see appropriate appendix), will be registered as Apprentices and be assigned as Helpers for an eleven (11) month period, prior to attending Vocational School, unless the applicant's previous

experience renders such assignment unnecessary.

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

### **Section 2: 5 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Helper	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks
Fourth Year	Improver	first 11 months	last 4 weeks
Fifth Year	Improver	first 11 months	last 4 weeks

### **Section 3: 4 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Helper	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks
Fourth Year	Improver	first 11 months	last 4 weeks

### **Section 4: 3 Year Schedule**

	<b><u>Rating</u></b>	<b><u>At Operation</u></b>	<b><u>At School</u></b>
First Year	Helper	first 11 months	last 4 weeks
Second Year	Improver	first 11 months	last 4 weeks
Third Year	Improver	first 11 months	last 4 weeks

### **Section 5: Electricians**

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

## **Section 6: Passing Test**

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

## **Section 7: Journeyman Qualifications**

Following completion of the period of training as required herein, and upon becoming certified, they shall receive certified Journeyman's rate of pay if a Journeyman's job is available. If, however, a Journeyman's job is not available they shall be entitled to exercise their plant seniority for job entitlement. If in the exercise of their seniority they are retained as an Improver, they shall not be required to perform a Journeyman's work or take the place of a Journeyman.

## **Section 8: Vocational School Delay**

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

## **ARTICLE VI - WAGE RATES**

### **Section 1: Rates and Increments**

- a) Wage Rates for Helpers in the first term shall be that specified in the Wage Supplement.
- b) An Apprentice who passes their test shall receive an increment agreed to between the Company and the Union during their second term year as a Helper.
- c) The Wage Rate for an Improver shall be that as specified in the Wage Supplement.

- d) An Apprentice who passes a test in the fourth period of vocational training shall receive an increment agreed to between the company and the Union during their second term as an Improver.
- e) Persons employed as Journeymen, and who are certified as such, shall receive the certified rate for the trade, as agreed to between the Company and the Union.

## **Section 2: Expenses**

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

Single persons shall receive their wages, less the sum paid to them by the appropriate Government authorities. Married persons shall receive their wages, less the sum paid to single persons by the appropriate Government authorities.

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

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

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

## **Section 3: Delay in Testing**

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

## **ARTICLE VII - ADVISORY BOARD**

### **Section 1: Constitution**

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

### **Section 2: Responsibility**

The Board shall be responsible for advising the Department of Labour, Apprenticeship and Industrial Training Branch, regarding the content of tests, standards of marking, and the school curriculum with respect to registered Apprentices.

The Board shall not be responsible for the actual setting or marking of tests.

## **ARTICLE VIII - GENERAL PROVISIONS**

### **Section 1:**

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

### **Section 2:**

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

### **Section 3:**

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

#### **Section 4:**

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

- a) One Representative from the Union
- b) One Representative from the Industry.
- c) One Representative from the Apprenticeship Branch.

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

#### **Section 5:**

The Company is prepared to pay training costs, as described below, for an employee who is required to renew their D.P.W. #1 or #2 Welding Ticket, or equivalent; and who is required to weld as a part of their employment. The Company will also pay training costs, as described below, incurred for any employee who upgrades their Welding Ticket at the request of the Company.

Training Costs shall be limited to:

1. Lost wages, less any Government Assistance Programs.
2. School Expenses.
3. Fares.
4. Cost of test.

### **ARTICLE IX - TOOLS**

#### **Section 1:**

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

## **Section 2:**

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

## **Section 3:**

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

## **SUPPLEMENT NO. 5**

### **LETTER OF UNDERSTANDING**

#### **BETWEEN:**

**WEST FRASER MILLS LIMITED,  
100 MILE HOUSE OPERATIONS,**

#### **AND:**

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

### **RE-ESTABLISHMENT OF FORCES**

The Parties mutually agree that when the forces are re-established after a shutdown or lay-off, employees shall return to their previously held jobs as soon as possible, but not later than the first shift following the first weekend.

### **INTERPRETATION ARTICLE IX - LEAVE OF ABSENCE**

Further to our discussion during negotiations in regard to Article IX - Leave of Absence - in the new Agreement, the Local Union agrees that Article IX, Section 5 as it applies to leaves of absence for educational and training purposes, should be clarified as to intent, and proposes the following interpretation:

The Company will only be obliged to grant leaves of absence for educational and training purposes to employees who



intend to take training that will assist the individual in obtaining skills related to the Industry.

The Parties agree that in the application of Article IX - Leave of Absence, Section 5, Compassionate Leave, the following criteria shall be used in determining the employee's eligibility.

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

Request for Leaves of Absence for personal reasons other than compassionate or educational training will be subject to the provisions of Sections 2 and 3, Article IX of the Collective Agreement.

### **SELECTIVE EMPLOYMENT**

The Company agrees that when an employee who requires selective employment because of accident or extended illness returns to work, the Company will, within twenty-four (24) hours after the employee has returned to work, inform the Plant Committee of the employee's name and to what work they have been assigned. Where a dispute arises about the suitability of work which the employee has been assigned, the Committee and the Company shall meet and attempt to resolve the matter.

## **SUPPLEMENT NO. 6**

### **FIREFIGHTING AGREEMENT**

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

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

#### **1. DEFINITIONS**

##### **a) Accidental Fire**

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

##### **b) Slash Escape Fire**

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

##### **c) Slash Control Fire**

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

d) **Company Responsibility Fire**

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

e) **Forest Service Fire**

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

f) **Fire Fighting Rates**

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

g) **Regular Job Rates**

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

h) **Statutory Rates**

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

2. **COMPANY CONTROLLED TIMBER**

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

other than those set out in (a) above, those employees will be paid at the statutory rate.

### 3. **FIRE FIGHTING RATES**

- a) The basic rate shall be the base rate shown in the Collective Agreement and shall apply to all employees engaged in fighting Company Responsibility Fires except those performing one of the following firefighting jobs.

<b><u>Category</u></b>	<b><u>Effective June 15, 2018</u></b>	<b><u>Effective June 15, 2019</u></b>	<b><u>Effective June 15, 2020</u></b>	<b><u>Effective June 15, 2021</u></b>	<b><u>Effective June 15, 2022</u></b>
Crew Boss	\$30.56	\$31.17	\$31.95	\$32.74	\$33.89
Cat Operators	\$30.12	\$30.72	\$31.49	\$32.27	\$33.40
Mechanics	*Mechanics Regular Job Rate				
Power Saw Operator	\$32.67	\$33.32	\$34.16	\$35.02	\$36.24
Slip-on Tank and/or Trailer Tanks with Pump – Driver/ Operator	\$30.12	\$30.72	\$31.49	\$32.27	\$33.40
Water Tank Truck with Pump Driver/ Operator	\$29.00	\$29.58	\$30.32	\$31.08	\$32.16
Service Truck/Bus Driver	\$27.74	\$28.29	\$29.01	\$29.72	\$30.76
Pumpman	\$28.22	\$28.78	\$29.51	\$30.24	\$31.30

- b) Straight time rates will apply to all employees throughout the period during which the said employees are engaged in fire fighting. This shall not include cook and bunkhouse personnel, tradesmen, mechanics or other categories servicing, feeding or supplying firefighters from areas removed from the area of the fire or fires, unless the duties performed during any day in question are exclusively related to fire fighting operations.

- c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
  - d) Where employees are working in job classifications during fire fighting, other than those set out herein, job rates will apply.
4. **BOARD AND LODGING (While Fighting Company Responsibility Fires)**
- a) Employees who commute from home or camp are expected to “carry a lunch”. Additional meals where required will be at Company expense.
  - b) Employees required to live away from their private residence will receive board and lodging at Company expense.
  - c) Employees living in fly camps will receive board and lodging at Company expense.
5. **TRAVEL TIME**
- Travel time for employees engaged in fire fighting will be paid in accordance with the Collective Agreement.
6. **SLASH BURNING**
- All employees engaged in patrolling or controlling slash fires which have been set by the Company will be paid their regular job rate and overtime conditions will apply.
7. **INTERPRETATIVE NOTES**
- a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire patrol will revert to normal conditions provided for in the Collective Agreement.

- b) The meaning of the word “extinguish” as used in this Agreement shall include the act or process of suppression to the point when the fire requires fire patrolman only.
- 8. All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.
  - 9. The Company and the Union are prepared to participate in joint submissions to the Provincial Government on statutory fire fighting rates.

## **SUPPLEMENT NO. 7**

### **CONSTRUCTION CONTRACTING**

#### **Section 1:**

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

#### **Section 2:**

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

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

### **Section 3:**

- a) "Tradesmen" shall mean journeymen and apprentices in the following trades:

Machinist	Millwright
Steamfitter/Pipefitter	Welder
Electrician	Carpenter

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

### **SUPPLEMENT NO. 8**

#### **ALTERNATE SHIFT SCHEDULING**

##### **A. FLEXIBILITY OF HOURS OF WORK**

The Parties recognize the need for flexibility of hours other than those outlined in the Hours of Work Article, for the express purpose of better utilization of manpower and capital such as:

Balancing of production  
Maintenance  
Market requirements  
Even flow production  
Emergency or unexpected harvesting programs  
Continuous scheduling (e.g. Logging, Engineers,  
Fire-fighter, Maintenance, Watchmen)

## **B. SHIFT SCHEDULING**

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

### 1. Logging

- i) compressed schedules consisting of 10 hours per day, 4 days per week;
- ii) non-continuous schedules such as 10 days on, 4 days off.

### 2. Manufacturing

- i) 2 crews working 4 days, 10 hours per shift;
- ii) up to 3 crews working Monday to Saturday, 10 hours a shift not exceeding 40 hours per week;
- iii) employees working in continuous operations may be scheduled to work shifts other than (i) or (ii) above.

### 3. Maintenance

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

### 4. Other Shifts

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



## **C. IMPLEMENTATION**

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

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

## **D. GENERAL PRINCIPLES**

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

1. The Company agrees that alternate shift schedules will be not introduced where the intention is to increase the use of casual employees in place of regular employees.

2. Different parts of an operation may be scheduled on different shifts.
3. The principle of the forty (40) hour week is to be maintained over an averaging period.
4. This Article shall not change existing alternate shift agreements, unless agreed to by both parties.
5. Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
6. Other Articles of the Collective agreement which provide benefits after eight (8) hours are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
7. An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
8. An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
9. There shall be no premium pay paid to any employee whose rest days are changed because of the implementation of an alternate shift schedule.

## **SUPPLEMENT NO.9**

November 4, 1994

### **LETTER OF UNDERSTANDING**

#### **New and Evolving Work**

##### **Preamble**

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

This process is intended to deal with:

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

##### **Process**

1. This Letter established a process for the Company and the Local Union to discuss opportunities for having company employees perform new and evolving work within the forest industry in:
  - Value Added
  - Re-manufacturing
  - Opportunities created through B.C. Forest Renewal funding
2. Companies and Local Unions are committed to working together towards making new work opportunities available to company employees. It is understood to accomplish these goals the parties must achieve:

- efficiency and cost effectiveness on a fair and reasonable basis
  - quality objectives
  - safety objectives
3. The parties recognize that they cannot reasonably anticipate all circumstances and situations which may arise so cannot prescribe comprehensive solutions in advance.
  4. The parties agree that early joint preparation is an important contributor to the successful implementation and administration of the New and Evolving Work Letter. To this end, the respective negotiating committees will be jointly available to clarify this agreement, and to assist parties on a case by case basis.
  5. Issues must be resolved in a timely fashion.
  6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties.

**Dispute Resolution Process:**

In order to assist member companies and Local Unions in resolving disputes which may arise as a result of this Letter, :

- a) Establish a joint Dispute Resolution Committee comprised of three (3) representatives from management and three (3) representatives from the Union to fact find and assist the company and Local Union in reaching a solution.
- b) Management or the Local Union can request the assistance of the Dispute Resolution Committee.
- c) The Dispute Resolution Committee may utilize the services of facilitators, mediators, or whatever means in order to reach a final recommended resolution.

The parties agree to:

- a) Activate the Task Force provided for in Letters of Understanding by June 30, 1998.
- b) In the event there are unresolved issues related to the implementation of the N.E.W. process the company or local union concerned will seek the assistance of the Dispute Resolution Committee in resolving the issues.
- c) Appendix No.9 contains the agreed-upon general principles and parameters concerning New and Evolving Work, including Dispute Resolution and Task Force.

Agreed to on behalf:

**IWA-CANADA**

**WELDWOOD OF CANADA LIMITED**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **LETTER OF UNDERSTANDING**

### **Task Force**

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

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

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

Agreed to on behalf:

**IWA-CANADA**

**WELDWOOD OF CANADA LIMITED**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

November 4, 1994

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

Attention: Gordon Gray

Dear Sir:

**RE: Agreement on New and Evolving Work**

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

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

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



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

Sincerely,

Harvey Arcand  
4th Vice President  
IWA-Canada

July 2, 2003

Mr. Roland Rheault  
Manager Industrial Relations  
Weldwood of Canada Limited

Dear Roland:

**Re: Alternate Shift Scheduling**

Over the years, Locals 1-424 and 1-425 have worked co-operatively with Weldwood of Canada Limited to implement alternative shift schedule. These shifts have, in the past, provided greater opportunities for our members and helped companies achieve better results from their northern operations and greater job security for our membership in both union locals.

Based on discussions and commitments made at the bargaining table, both local unions commit that they will continue to work co-operatively with companies to implement alternate shifts in order to continue to maintain productivity and job security for operations represented by Weldwood and our membership.

Yours truly,

Frank Everitt, President  
IWA Local 1-424

Wade Fisher, President  
IWA Local 1-425



