

COLLECTIVE BARGAINING AGREEMENT

between



and



Effective January 1, 2019 – December 31, 2023

COLLECTIVE AGREEMENT

BETWEEN

LESLIE FOREST PRODUCTS LTD.

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 2009**

JANUARY 1, 2019 – DECEMBER 31, 2023

Errors & Omissions Excepted
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**MASTER AGREEMENT
2019- 2023**

THIS AGREEMENT entered into this 15th day of December , **2020** A.D.

BETWEEN **LESLIE FOREST PRODUCTS LTD.**

(Hereinafter known as the "COMPANY")

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS UNION (UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

(Hereinafter known as the "UNION")

Preamble

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

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

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

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 7902 Progress Way, Delta, B.C. except confidential employees, office employees and those employees with the authority to hire or discharge.

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

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions, and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification they 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 4: Access to Operation

Official Union representatives shall obtain access to the Company's operation, which will be granted by the Company on request, and subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

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

Section 2: Hiring and Discipline

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

Section 3: Whereas Management retains the right pursuant to Article 2 – Employer Rights to determine its discipline policy, it is agreed that where an employee is terminated, and the termination is disputed, the matter will be referred by both parties to the British Columbia Labour Relations Board Mediation Division for Binding Mediation.

ARTICLE III - UNION SECURITY

Section 1: Co-operation

- (a) The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.
- (b) **New Hires:**

The Company will provide a Plant Committee member the opportunity to meet with new hires without disruption to operations.
- (c) An Employee is entitled to have a Union Representative in attendance at any meeting that may be disciplinary in nature.

Section 2: Union Shop

All employees who entered the employment of the Company on or after the 15th day of June, 1972, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

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: Discharge of Non-members

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

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the U.S.W. Constitution, and in accordance with the By-Laws of the following Local Unions Nos: 1-85, 1-1937, 2009.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union shall not be subject to discharge from employment.

Section 6: Check-off

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

**UNITED STEELWORKERS LOCAL 2009
CHECK-OFF AUTHORIZATION**

Name of Employer: _____

Starting Date: _____ Division: _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name: _____ Phone: _____

Address: _____ Postal Code: _____

City: _____ Social Insurance No.: _____

If applicable, in what USW operation were you last employed?: _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signed: _____ Dated: _____

Duplicate (yellow) copy to be forwarded the Local Union Office

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

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 7: Social Insurance Number

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

Section 8: Employer Deductions From Wages - Employee Benefit Plans

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

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

Section 2: Composition

The Shop Committee shall consist of not more than three (3) employees with completed probationary period of employment with the Company, who are members of the Union.

Section 3: Notification

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

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to Article XVI, Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work in all the forest products operations shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and one-half for Saturday and/or Sunday provided they have worked forty (40) hours during the immediately preceding five (5) working days. Otherwise, hours worked on Saturday and/or Sunday shall be at the straight-time rate.

- (b) Double straight-time rates shall be paid for the following:
 - (i) Hours worked in excess of eleven (11) hours per day.
 - (ii) For purposes of (b) herein, a Statutory Holiday shall be considered a shift worked.
 - (iii) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (c) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1(b) above.

Section 2: Alternate Shift Scheduling

- (a) Management, Plant Committees and Local Unions 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 work week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sunday.
- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:
 - A. Rate and one-half shall be paid for the following:
 - (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - (iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
 - (iv) All hours worked on Sunday except those excluded in the casual section.
 - (v) Production employees shall be paid rate and one-half for Saturday and /or Sunday provided they have worked forty (40) hours during the immediately preceding five (5) working days. Otherwise, hours worked on Saturday and/or Sunday shall be at the straight-time rate.
 - B. Double straight-time rates shall be paid for the following:
 - (i) All hours worked in excess of A(i) above.

- (ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in 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.

Section 3: Tuesday to Saturday

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

Section 4: Completion of Afternoon Shift

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

Section 5: Swing Shift

The working force on the day shift in manufacturing plants shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Company and the Shop Committee.

Section 6: Rest Periods

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

Section 7: Hot Meals

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

Section 8: No Work Guarantee

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

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Joint Committee

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

Section 2: Advance Notification

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

Section 3: Retraining

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

Section 4: Rate Adjustment

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

Section 5: Severance Pay

Employees discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 4(b) above.

Section 6: Option

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

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

ARTICLE VII - WAGES

See Appendix "A" Wage Classifications

Section 1: Rates

General Wage Rate Increases

- (1) Effective January 01, 2019 at prorated hours of 2080 (to include Regular, Overtime and Stat Holiday hours) maximum lump sum payment of **\$2000.00** will be paid on December 18, 2020 for hours worked in 2019.
- (2) Effective January 01, 2020 at prorated hours of 2080 (to include Regular, Overtime and Stat Holiday hours) maximum lump sum payment of **\$1800.00** will be paid on January 29, 2021 for hours worked in 2020.
- (3) Effective January 01, 2021 an increase of **2%** be added to the current hourly base. (Excluding any lump sum payments received for prior years).
- (4) Effective January 01, 2022 an increase of **2%** be added to the current hourly base. (Excluding any lump sum payments received for prior years).
- (5) Effective January 01, 2023 an increase of **2%** be added to the current hourly base. (Excluding any lump sum payments received for prior years).

See Appendix A

Effective Jan 01, 2021 **Probation Period Rate**

New hires must accumulate **480** Hours to obtain regular wage status.

Probation rate Wages will be \$20.00 per hour. (subject to annual incremental increases)

New hires at LFP will be subject to all other provisions of the collective agreement

See Appendix A

(a) Hourly wage rate for a new employee as an apprentice millwright (\$ per hour):

Months	Jan 1/19 0% \$2,000 Lump Sum	Jan 1/20 0% \$1,800 Lump Sum	Jan 1/21 2.0%	Jan 1/22 2.0%	Jan 1/23 2.0%
6	18.86	18.86	19.24	19.62	20.01
12	20.41	20.41	20.82	21.24	21.66
18	21.96	21.96	22.40	22.85	23.31
24	23.52	23.52	23.99	24.47	24.96
30	25.06	25.06	25.56	26.07	26.59
36	26.60	26.60	27.13	27.67	28.22
42	28.15	28.15	28.71	29.28	29.87
48	29.70	29.70	30.29	30.90	31.52

Upon successful completion of all components of the journeyman millwright ticket, the employee is eligible for the hourly wage rate.

The hourly wage rate for a millwright is thirty-one dollars and eighty-nine cents (\$31.89) on 1st Jan 2021

Jan 1/19 0% \$2,000 Lump Sum	Jan 1/20 0% \$1,800 Lump Sum	Jan 1/21 2.0%	Jan 1/22 2.0%	Jan 1/23 2.0%
31.26	31.26	31.89	32.53	33.18

Section 2 Tools

(a) **Insurance:**

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

(b) **Damaged or Broken:**

The Company will repair or replace tools damaged or broken in the performance of regular duties.

Section 3: Rate Revision

The wage rates noted herein are approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

Section 4: Shift Differential

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of **sixty cents (\$0.60)** per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the **sixty cents (\$0.60)** premium rate for all hours worked outside the recognized day shift.

Section 5: Jobs and Equipment

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

- (a) Advance notice of change to Local Union.
 - (i) New jobs shall be filled in accordance with Article XIV, Section 4.
 - (ii) Significantly revised jobs shall be filled in accordance with Article XIV, Section 4 if requested by the plant committee.
- (b) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (c)
 - (i) The applicant shall have the right to revert to his original job within thirty (30) working days providing his 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 that rate and his interim rate from the date he started the new or revised job.
- (e) Rate negotiations to 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 National authority.

Section 6: First Aid Attendant Training

The Company will pay the course cost for Industrial First Aid Certificates, including time lost in wages to write the First Aid exam to designated-duty First Aid Attendants.

The Company will pay a Two hundred Fifty/Dollar (\$250.00) bonus upon successfully completing First Aid exam.

The Company will allow one additional employee per-year to get their First Aid ticket.

Section 7: First Aid Ticket Premiums - Designated Duty First Aid Attendants

Upon attaining certificates as required by the Workers' Compensation Board, the following premiums will be paid:

Occupational Rate + Premium for Level 2 - Fifty cents per hour (50¢ per hour).

ARTICLE VIII - PAY DAYS

The Company shall provide for paydays every second week, and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE IX - STATUTORY HOLIDAYS AND FLOATING HOLIDAY

Any new statutory holidays put in place by the Federal or Provincial Government shall be added to the list of recognized and paid statutory holidays – Section 2: Qualifying Conditions (1) apply.

Section 1: Manufacturing Plants

- (a) All employees in manufacturing plants who work on New Year's Day, **Family Day**, the designated Easter Holiday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section 2(b)B.
- (b) At the option of the Company, but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) An hourly rated or piecework employee in a manufacturing plant who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

Section 2: Qualifying Conditions

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

- (ii) Have worked his last scheduled workday before, and his first scheduled workday after the holiday, unless his absence is due to illness, a compensable occupational injury, or otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XV, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

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

Section 4: Saturday Holidays

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

Section 5: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 6: Holiday Shift

An employee working on a paid holiday shall be paid in addition to his holiday pay rate and one-half for any hours worked on a shift designated as the "holiday shift."

Section 7: Casual Employees

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

Section 8: Arrangement for Change

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

Section 9: Personal Floating Holiday (See Letter of Understanding #3)

(a) Personal Floating Holiday

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

(b) Qualifying Conditions

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than ninety (90) consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance, for his Personal Floating Holiday. The employee shall receive notice of the disposition of his request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15th of each contract year will be scheduled by Management.
- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight-time rates will apply.

ARTICLE X - VACATIONS WITH PAY

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

Section 1: One to Two Years' Service

The annual vacation for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon five per cent (5%) of the total base amount earned by the employee during the period of entitlement.

Section 2: Two to Seven Years' Service

- (a) The annual vacation for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon seven per cent (7%) of the total base amount earned by the employee during the period of entitlement.
- (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 per cent (9%) of the total base amount earned by the employee during the period of entitlement.
- (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 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 per cent (11%) of the total base amount earned by the employee during the period of entitlement.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2 or 3.

Section 5: Twenty-four to Thirty Years' Service

- (a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefore shall be based upon thirteen per cent (13%) of the total base amount earned by the employee during the period of entitlement.

- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3 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 per cent (15%) of the total base amount earned by the employee during the period of entitlement.
- (b) Subject to the provisions of Section 8 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Sections 1, 2, 3, 4 or 5.

Section 7: Vacation Pay on Termination

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

Section 8: Vacation Time

Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.

Section 9: Calculation and Payment of Vacation Pay

- (a) Vacation pay amounts shall be calculated using the percentage method. The percentages identified in the immediately preceding Sections 1 through 6 will be multiplied by the employee's earnings base, which will include direct wages, Vacation Pay and Statutory Holiday Pay. Additionally, for employees after one (1) continuous year of employment, absences while the employee is on Workers' Compensation, up to a period of one (1) year, provided the employee returns to his employment, shall be considered as days actually worked for the purpose of calculating vacation pay.
- (b) Vacation pay will be paid to the employee within fourteen (14) days of the common vacation cut-off date, namely the 13th pay period of the year.

Section 10: Vacation Entitlement

Employees are entitled to take their vacations in blocks of one week or more.

ARTICLE XI - CALL TIME

Section 1: Where No Work

An employee who is called for work and upon reporting finds no work available due to reasons beyond his control shall be entitled to two (2) hours pay at the usual rate. This shall not apply if the Company gives sufficient notice canceling said call.

Section 2: Where Work Commences

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive four (4) hours pay at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid. If the employee volunteers to go home early he is only entitled to be paid for hours actually worked.

ARTICLE XII- HEALTH AND WELFARE

Section 1: Carrier

Effective March 1st, 2005 the Carrier for our Health and Welfare Plans will be Manulife Financial.

Section 2: Insurance Coverage (Effective the first day of the first month after ratification)

- (a) Group Life Insurance - **\$100,000** per member.
- (b) Accidental Death and Dismemberment, (24-hour coverage) - **\$100,000** per member.
- (c) Short Term Disability
Effective March 1st, 2005, Short Term Disability will be covered by Employment Insurance, with the initial waiting period of two weeks, funded 100% directly by the Company. The plan benefit is subject to the EI maximum, which will increase pursuant to federal government regulation. The current benefit is the equivalent of approximately **\$573.00** per week. This amount equates the benefit under the current plan.

Third Party Subrogation

The parties agree that if more than one source of income is approved for a disability payment, it is the claimant's responsibility to reimburse any source in excess of the EI maximum benefit.

Benefit cheques will be sent directly to the employee's residence.

- (d) See Letter of Understanding #5

Section 3: Medical Coverage

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

Deductible:	Single \$50 Family \$50 Accumulates by Calendar Year
Not Applicable to: Overall Maximum:	Out of Country Emergency Unlimited Accumulates by Calendar Year
Survivor Extended: Child Definition:	2 year(s) 0 days to age 21 (25 if student)
Terminates:	At age 70 or earlier retirement

Eligibility Waiting Period

Current Employees

New Employees

Participation Basis:

Contributory:

Direct Mail:

None

After 1,000 hours worked

Mandatory

No

Yes

Hospital

Room and Board, including Convalescent Care

Co-insurance:

80% of the first \$1,000 of paid claims and 100% of the balance. (accumulated for each individual family member).

Maximum:

Private

Applies to: Room and Board

Reasonable & Customary Charges

180 days per disability

Applies to: Convalescent Care

Vision

Vision Care including Visual Training and Laser Vision Correction

and Laser Vision Correction

Co-insurance:

80% of the first \$1,000 of paid claims and 100% of the balance. (accumulated for each individual family member)

Maximum:

\$350 per 2 calendar year(s).

Change in prescription not required.

One eye exam per calendar year.

Drugs and Other

Drugs

Prescription drug plan including anti-smoking to \$300 per lifetime; fertility to \$15,000 per lifetime, excluding sexual dysfunction.

Co-insurance:

80%

Maximum:

Unlimited

Days Supply:

3 months for acute drugs

Days Supply:

3 months for maintenance drugs

Professional Services

Professional fees and practitioners,

Including acupuncture

Co-insurance:	80% of the first \$1,000 of paid claims and 100% of the balance. (accumulated for each individual family member)
Maximum:	\$500 per calendar year per practitioner.
Applies to:	Acupuncture Chiropractor Chiropractor X-Ray Masseur Naturopath Osteopath Osteopath X-Ray Physiotherapy Podiatrist Podiatrist X-Ray Psychologist Speech Therapy

Medical Services and Supplies

Co-insurance:	80% of the first \$1,000 of paid claims and 100% of the balance. (accumulated for each individual family member).
Maximum:	\$150 per calendar year Applies to: Orthopaedic Shoes \$400 per 3 calendar year(s) Applies to: Orthotics \$700 per 5 calendar year(s) Applies to: Hearing Aids

Out of Country Referral

Co-insurance:	50%
Maximum:	\$3,000 per 3 calendar year(s)

Pooled

Private Duty Nursing

Co-insurance:	80% of the first \$1,000 of paid claims and 100% of the balance. (accumulated for each individual family member)
Maximum:	\$10,000 per calendar year

Accidental Dental

Co-insurance:

80% of the first \$1,000 of paid claims and 100% of the balance (accumulated for each individual family member)

Out of Country Emergency

Out of Canada Emergency Treatment (includes Manu-Assist)

Co-insurance:

100%

Maximum:

\$1,000,000 per lifetime

ManuAssist:

Not deductible

Section 4: General Principles

- (a) Premium cost for insurance shall be paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Coverage during layoff will be provided as follows:
 - (i) Employees with one or more year's seniority – Six months.
 - (ii) Employees with more than four months, but less than one year's seniority – Three months.
- (d) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (e) There will be no duplication of EI and Pension Plan payments.

- (i) Employees on leave of absence under Article XVI: The Company is not required to pay benefits for Compassionate Leave, Paternity Leave, Public Office Leave, or Union Business Leave that is a month or longer. The employee is responsible for reimbursing the Company when the Company pays for benefits when the employee returns to work. Premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leaves of absence.

Section 5: Dental Plan

Eligible Expenses:

Level 1 – Basic Services: Diagnostic, Preventive & General Services
Fillings
Extractions and Minor Surgery
Denture Repair, Rebase and Reline

Level 2 – Supplementary Basic Services: Oral Surgery
Periodontics
Endodontics

Level 3 – Major Services: Dentures

Level 4 – Supplementary Major Services: Crowns
Bridges

Level 5 – Orthodontics: Orthodontics

Deductible: Single \$0
Family \$0
Accumulates by Calendar Year

Co-insurance: 80%
Applies to: Level 1 – Basic Services
Level 2 – Supplementary Basic Services

Co-insurance: 60%
Applies: Level 3 – Major Services
Level 4 – Supplementary Major Services
Level 5 – Orthodontics

Maximum: Unlimited
Accumulates by Calendar Year
Applies to: Level 1 – Basic Services
Level 2 – Supplementary Basic Services

Maximum: \$3,000 per calendar year
Accumulates by Calendar Year
Applies to: Level 3 – Major Services
Level 4 – Supplementary Major Services

Maximum: Adult Orthodontics \$3,000 lifetime
Accumulates by Calendar Year

Applies to:	Level 5 – Orthodontics
Dental Fee Guide:	Current Residence of Employee
Open Space Limitation:	Applies
Survivor Extended:	2 years
Child Definition:	0 days to age 21 (25 if student)
Terminates:	At age 70 or earlier retirement

Eligibility Waiting Period

Current employees	None
New employees	After 1,000 hours worked
Participation Basis:	Mandatory
Contributory:	No
Direct Mail:	Yes

The principles set out in Section 4 shall apply to the Dental Plan.

Section 6: Coverage Effective

- (a) Medical coverage, (MSP), will commence after twenty (20) working days.
- (b) All remaining benefits provided for in the Collective Agreement shall commence after the successful completion of one thousand (1,000) working hours.

Section 7: Drug Card

Leslie Forest Products will supply each eligible Employee a Drug Card.

ARTICLE XIII - LONG TERM DISABILITY PLAN

An insured Long Term Disability Plan will be provided as follows:

The Plan will become effective March 1st, 2005.

The Plan will be funded on a shared cost basis between the Company and the employee, with the employee contributing fifteen cents (15.0 cents) per hour worked.

Benefit Amount:	66.7% of monthly earnings
Rounded:	Next higher \$1
Maximum:	\$1,800
Guaranteed Issue Limit:	\$1,800
Waiting Period:	119 days (Four months)

Maximum Benefit Period

Total Disability	Age 65
Disability Definition	2 year(s), own occupation
Offsets	Primary CPP/QPP offsets Workers Compensation Auto Insurance

Pre-existing Limitation:	Included
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All Source Maximum:	85%
Survivor Benefit:	Not Applicable
Tax Status:	Taxable
Terminates:	At age 65 or earlier retirement

Eligibility Waiting Period

Current employees	None
New employees	After 1,000 hrs worked
Participation Basis:	Mandatory
Contributory:	Yes

The Plan brings with it an appeal process, which will be administered by the Company's insurance consultant, who acts on our behalf, independently of the insurance company.

Rehabilitation, Return-to-Work and Disability Management

The Rehabilitation Benefit and Disability Management will be the joint responsibility of Manulife Financial and the Company's insurance consultant, who acts independently of the insurance company.

ARTICLE XIV - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

Section 2: Reduction and Recall of Forces

- (a) (i) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a

lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:

- (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

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

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 six (6) months.

A laid-off employee's seniority retention is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address or phone number.

Section 4: Job Posting

The Company's policy with respect to vacancies, be they temporary or long-term, is to select individuals based on a number of factors including, but not limited to seniority, competency and productivity, while giving due consideration to the overall labor force requirements of the mill.

(This section shall not apply to temporary replacements of two (2) weeks or less).

Additionally, the Company will endeavor to provide training for motivated employees when bona fide training opportunities present themselves, as it is in the best interest of both the Company and the employees to have a knowledgeable, well trained work force in place.

Section 5: Probationary Period

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 for sixty (60) working days, 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) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of sixty (60) working days shall only be cumulative within the one hundred and sixty (160) working days following the date of entering employment.

Section 6: Absence Without Leave

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

Section 7: Seniority List

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

Section 8: Reinstatement

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

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

Section 9: Seniority and Sub-contracting

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

ARTICLE XV - 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 employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report, or cause to have reported to the Company, the injury or illness necessitating his absence, as soon as may be reasonably possible.

Section 2: Parental Leave

The Company will grant a reasonable period of extended parental leave without pay to employees where there is a valid reason.

Section 3: Written Permission

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

Section 4: 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 application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.

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

Section 6: Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

Section 7: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of I.W.A. Council in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 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 his Company within thirty (30) calendar days after completion of public office.

ARTICLE XVI – JOINT HEALTH AND SAFETY COMMITTEE

Section 1: Composition

- (a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in the type of operation over which their inspection duties shall extend.

Section 2: Duties

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

Section 3: Pay for Meetings

- (a) The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

Section 5: Investigations

If a workplace fatality or serious injury occurs, the Company will immediately notify the Shop Steward or Union Joint Health and Safety Committee Member. The Company shall promptly notify the President of the Local Union and will provide to the Union any available and pertinent information concerning the fatality. The Company shall allow one (1) representative designated by the Union, either from the Local Union or USW District 3 Office, to attend on site for the purpose of consulting with the Union Representative of the Joint Health and Safety Committee. The Union representative will be assigned a room to be available to consult with the Joint Health and Safety Committee worker representative. In such cases, the designated Union Representative shall participate in the Investigation upon approval from Worksafe BC.

Section 6: Cessation of Work

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

Section 7: Right to Refuse Unsafe Work

- (a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which he or she has reason to believe is likely to endanger someone.**
- (b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.**
- (c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.123 of the Occupational Health and Safety Regulation, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless:
 - (i) The Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard.**
 - (ii) The other worker has been advised on the refusal of the employee concerned and of the reasons for the refusal; and**
 - (iii) The other worker has been advised of their right to refuse unsafe work.****
- (d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.**

ARTICLE XVII - CONTRACTORS AND SUB-CONTRACTORS

- (a) As of the date of the signing of the Memorandum of Agreement the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.**
- (b) A Joint Contracting Review Committee will be established. The Committee will be comprised of four (4) nominees from the U.S.W. and four (4) nominees from the Industry.**
- (c) The Parties agree that if there is a dispute arising with respect to Clause (a) herein which the Parties are unable to settle between themselves, the Parties shall request the Joint Contracting Review Committee to assist them in resolving the dispute.**

- (d) The Parties agree that at the conclusion of the process outlined in Clause (c), if a resolution is not reached, either Party may request a hearing before the umpire with respect to the interpretation, application, operation or alleged violation of Clause (a) herein, and such a hearing will be arranged by the Joint Contracting Review Committee.
- (e) If the Parties are unable to agree on the selection of the umpire, the Parties will request the Chief Justice of British Columbia to appoint the umpire, for the term of the Collective Agreement.
- (f) The umpire will be assisted by a nominee from each Party.
- (g) The dispute shall be determined by arbitration on an expedited basis. The decisions of the umpire will be made in writing and all decisions will be final and binding upon the Parties.

ARTICLE XVIII - EDUCATION TRUST FUND

- (a) The Company will contribute to an education Fund to be established by the Union. The contributions will be five cents (5¢) per hour per employee per hour worked
- (b) The Company will remit the contribution directly to the Local Union, by cheque marked U.S.W. Canada, Local 2009 Education Fund.

ARTICLE IX - SAFETY EQUIPMENT

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

1. Aprons	5. Dust protection
2. Hard hats	6. Eye protection
3. Welding goggles, etc.	7. Ear protection
4. Gloves	
 - (iv) Replace gloves as required at no cost to the employee, only when they are presented worn or damaged beyond repair; otherwise the replacement will be at the expense of the employee.
- (b) The Employer shall make coveralls available and maintain same for use by End Sprayers, Panel Sprayers, Oilers, Filer-Grinders and Tradesmen.

- (c) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
 - 1. Rain gear
 - 2. Safety shoes
 - 3. Coveralls
- (d) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.

ARTICLE XX- SAFETY AND HEALTH RESEARCH PROGRAM

Effective June 15, 1989, an Union-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 ($\frac{1}{2}\phi$) per hour per employee per hour worked, effective June 15, 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.

ARTICLE XXI - PENSION PLAN

(a) **Hourly Contribution**

The Industry contribution to the Pension Plan will be one dollar and seventy cents (\$1.70) per hour per employee per hour worked.

ARTICLE XXII - PERMANENT CLOSURES

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

ARTICLE XXIII - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

- (a) In the event of a permanent closure, employees will be entitled to the same severance pay as in the event of a technological change seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay.
- (b) Where a plant is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

ARTICLE XXIV- ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

Step Three

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

Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

Step Five

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

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four, or Five 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 Shop Committee from the camp the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE XXV - RIGHT OF REFERENCE

Section 1: Right to Refer

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

Section 2: Committee Composition

The Right of Reference Committee shall consist of three (3) representatives selected by the U.S.W. Canada Negotiating Committee; and three (3) representatives selected by the Companies represented in the negotiation of this Agreement; and the two (2) Committees may be represented by one or more Parties selected by them.

Section 3: Agreement

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

Section 4: Disagreement

In the event the Right of Reference Committee members disagree, all the facts in the case as found by the Union and the Union members of the said 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 said Committee, shall be placed in writing and given to the Union-member employees for their information.

Section 5: Arbitration

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

ARTICLE XXVI- ARBITRATION

Section 1: Interpretation

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

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

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge either of the

Supreme Court of British Columbia or the Court of Appeal of the Province to preside as interpreter for the dispute then pending.

Section 2: Grievances

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

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

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

- (b) No one shall serve as an arbitrator who:
- (i) Either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) Has participated in the grievance procedure preceding the arbitration;
 - (iii) Is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, or a Company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.
- (f) The Parties shall appoint a panel of eight (8) arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) arbitrators before September 1, 1984, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
- (g) The single arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection the dispute shall be reassigned to the next arbitrator in the rotation.

Section 3: Cost Sharing

The Company and Union shall bear in equal proportions the expenses and allowances of the arbitrator, and stenographic and secretarial expense, and rent connected with his duties as arbitrator.

Section 4: Place of Hearing

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

Section 5: Independent Companies

- (a) In the event of an interpretation dispute arising between a U.S.W. Local Union and a Company bound by the Master Agreement who is not a member of Forest Industrial Relations Limited, it is hereby agreed that the matter shall be referred to Forest Industrial Relations Limited and U.S.W. Canada, in accordance with Article XXVIII.
- (b) If agreement is reached in Right of Reference Committee, the Local Union and the independent Company shall be advised of the interpretation as agreed upon.
- (c) If the dispute is submitted to arbitration under the provisions of Section 1 herein Forest Industrial Relations Limited shall have the right to appear at the hearing thereof and make representations as an interested party.

ARTICLE XXVII - STRIKES AND LOCKOUTS

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

ARTICLE XXVIII – HUMANITY FUND

- (a) For the purpose of international aid and development, the Company agrees to deduct one cent (\$.01) per hour from the wages of all employees in the bargaining unit for all hours worked to be calculated annually based on the hours worked in the previous calendar year as indicated on the employees annual T4, to pay the amount so deducted to the “Humanity Fund” and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue East, 7th Floor
Toronto, Ontario
M4P 1K7

And to 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. The first Humanity Fund deduction as aforesaid shall be calculated for the year based on fifty percent (50%) of hours worked in 2014. The calculation shall be performed during the first quarter of the following year.

- (b) It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee’s written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or annually only if submitted in writing to the company and the Local Union in February of each year.
- (c) It is agreed that the total for each employee’s yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 Slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the “Humanity Fund”: R119172278RR0001.

ARTICLE XX1X - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the January 1, **2019** to December 31, **2023** and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the **December 31, 2023**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party. The terms of this contract become effective the date it is signed by the Company. Retroactivity shall not apply to any aspects of the Contract except for the bonus provisions detailed herein in the two letters of understanding.

- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from the Master Agreement.

"Supplement 8 (with the Letter of Understanding attachments 1, 2, 3, 4) and Appendix "A" – Wage Schedule attached hereto, are incorporated herein to form part of this Collective Agreement and shall be binding upon the parties without the requirement of separate execution thereof".

Signed this _____ day of _____, 2021.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

SUPPLEMENT NO. 8

ALTERNATE SHIFT SCHEDULING

1. FLEXIBILITY OF HOURS OF WORK

The Parties recognize the need for flexibility of hours other than those outlined in Article V - Hours of Work, Section 1, for the express purpose of better utilization of manpower and equipment such as:

Balancing of production

Maintenance

Market requirements

Even flow production

2. (a) The Company and Local Union agree the Forest Industrial Relations Ltd. – U.S.W. Canada Joint Alternate Shift Committee will be invited into the operation to discuss and assist in preparing the Company and the Local Union for their discussion on Alternate Shift Schedules.
- (b) The Joint Committee is to provide an overview of "items to be considered", provide explanatory information concerning the process, preparation assistance and other information the parties may require.

3. SHIFT SCHEDULING

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

(b) **Manufacturing**

- (i) 2 crews working 4 days, 10 hours per shift;
- (ii) 3 crews working Monday to Saturday, 10 hours a shift not to exceed 40 hours per week;
- (iii) 4 crews working in continuous 7-day operations may be scheduled to work shifts other than (i) or (ii) above.

(c) **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.

(d) **Other Shifts**

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

4. IMPLEMENTATION

Any variation(s) to Article V - Hours of Work, Section 1, shall be implemented only upon completion of the following steps:

- (a) The Company and the Local Union will meet to discuss proposed shift schedules within the terms of Article V, Section 2. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
 - (i) Details of shift.
 - (ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave and Jury Duty.
 - (iii) Maximum lengths of shifts for physically demanding or dangerous occupations. Accident risk is a factor to be taken into account in determining shift lengths.
 - (iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - (v) The use of employees for supplementary production work.
- (b) A joint committee will be established composed of four (4) members from the U.S.W. and four (4) from the Industry. This committee will assist the Parties in negotiating an agreement under this Supplement, if requested by either Party.
- (c) Following agreement being reached, a four calendar month trial period will be implemented after which the Local Union will conduct a ballot of those affected by the schedule.
- (d) Where the crew votes to reject an alternate shift schedule that schedule shall cease immediately unless agreement is reached between the Local Union and the Company on other arrangements.
- (e) The Plant Committee and the crew will be actively consulted by the Parties during this process.
- (f) The Company or the Local Union shall have the right to terminate any agreement upon thirty (30) days' notice to the other Party.

5. GENERAL PRINCIPLES

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

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

- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period.
- (d) This Article shall not change existing alternate shift agreements, unless agreed to by both Parties.
- (e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (f) 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.
- (g) 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.
- (h) An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- (i) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

Signed this _____ day of _____, 2021.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

LETTER OF UNDERSTANDING NO. 1

Crew Safety Meetings

The Company will notify, and hold safety meetings as needed.

Signed this _____ day of _____, **2021**.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

LETTER OF UNDERSTANDING NO. 2

Darshan Atwal and Victor Andrews will continue in their current capacity as per current practice provided that no layoff/reductions in the workforce impact bargaining unit staff.

In the event of a reduction in the working forces, the above named individuals will be laid off prior to bargaining unit employees.

Signed this _____ day of _____, **2021**.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

LETTER OF UNDERSTANDING NO. 3

Floater

Will remain the same as the last contract. If the Government introduces a new holiday, it will be addressed in the next contract.

Signed this _____ day of _____, **2021**.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

LETTER OF UNDERSTANDING NO. 4

Short Term Disability

1. The Company agrees to start paying employees the EI equivalent on the 6th day missed provided their claim is accepted by EI.
2. In the event that Manulife LTD accepts a claim that EI did not, the Company will pay the EI equivalent for the short-term part of the claim (114 days).
3. a) In the event that an employee is disabled for less than 15 days, (the employee will not be eligible for EI).

and

- b) In the event that an employee's claim is rejected by EI and the employee is not injured long enough to apply for Long Term Disability, the Company will pay the EI equivalent from the 6th day of absence up until the last day of absence, provided the following requirements are satisfied:
 - A doctor's note is submitted within the first five days of disability.
 - The employee receives a second opinion by an Independent Medical Examiner specializing in the area of injury. This Independent Medical Examiner must be agreed upon by the Company and the Union. The cost of this examination will be paid for by the Company.
 - The requirements above must be satisfied during the time the employee is disabled and unable to work.
 - IF the Company and the Union do not agree on the outcome of the case, the President of the Company and the President of the Local Union will serve as a Board of Appeal and determine the outcome of the case.

Signed this _____ day of _____, 2021.

Signed on behalf of:

**UNITED STEELWORKERS
LOCAL NO. 2009**

**LESLIE FOREST PRODUCTS
FOR THE COMPANY:**

APPENDIX A

WAGE SCHEDULE

(a) Hourly wage rate for a new employee as an apprentice millwright (\$ per hour):

(a) Hourly wage rate for a new employee as an apprentice millwright (\$ per hour):

Months	Jan 1/19 0% \$2,000 Lump Sum	Jan 1/20 0% \$1,800 Lump Sum	Jan 1/21 2.0%	Jan 1/22 2.0%	Jan 1/23 2.0%
6	18.86	18.86	19.24	19.62	20.01
12	20.41	20.41	20.82	21.24	21.66
18	21.96	21.96	22.40	22.85	23.31
24	23.52	23.52	23.99	24.47	24.96
30	25.06	25.06	25.56	26.07	26.59
36	26.60	26.60	27.13	27.67	28.22
42	28.15	28.15	28.71	29.28	29.87
48	29.70	29.70	30.29	30.90	31.52

Upon successful completion of all components of the journeyman millwright ticket, the employee is eligible for the hourly wage rate.

The hourly wage rate for a millwright is thirty-one dollars and eighty-nine cents (\$31.89) on 1st Jan 2021

Jan 1/19 0% \$2,000 Lump Sum	Jan 1/20 0% \$1,800 Lump Sum	Jan 1/21 2.0%	Jan 1/22 2.0%	Jan 1/23 2.0%
31.26	31.26	31.89	32.53	33.18

CREW LIST AND WAGE RATES

Classification	Jan 1/19 0% \$2,000 Lump Sum	Jan 1/20 0% \$1,800 Lump Sum	Jan 1/21 2.0%	Jan 1/22 2.0%	Jan 1/23 2.0%
Planer/Mldr Set-up Man	31.26	31.26	31.89	32.53	33.18
Millwright	31.26	31.26	31.89	32.53	33.18
Chargehand	30.86	30.86	31.48	32.11	32.75
Planer/Moulder Feeder	29.19	29.19	29.77	30.37	30.98
Ship/Receiver Forklift Op.	28.57	28.57	29.14	29.72	30.31
Greaser	27.58	27.58	28.13	28.69	29.26
Utilityman	26.90	26.90	27.44	27.99	28.55
Forklift Operator	26.17	26.17	26.69	27.22	27.76
Trimmer/Grader	25.47	25.47	25.98	26.50	27.03
General Labourer	24.84	24.84	25.34	25.85	26.37
Apprentice Millwright	24.84	24.84	25.34	25.85	26.37
PROBATION EMPLOYEES	N/A	N/A	20.00	20.40	20.81