

**MEMORANDUM OF AGREEMENT
BETWEEN**

Mount Sicker Timber Company Ltd. (Hereinafter known as the "Company")

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union Local 1-1937**

(United Steelworkers)

AFL – CIO – CLC

(Hereinafter known as the "Union")

(together, the "Parties")

1. ADOPTION OF WFP and USW MEMORANDUM OF AGREEMENT

The Parties agree to adopt the Memorandum of Agreement between Western Forest Products Inc. (WFP) and United Steelworkers (USW) Local 1-1937, initialled on February 9, 2020 (with agreed exceptions noted), including the previously agreed items document created by Mediator Amanda Rogers and the revised Supplement 8 language from Mediator Vince Ready, except as modified herein.

2. TRAVEL TIME

Travel time shall be 1.25 hours each way between the Cameron Shop and the Sarita Sort. Any prior agreements or practices with respect to travel time are hereby cancelled, including the lower tier of payments to newer employees.

3. LAWSUIT

Upon ratification of this agreement, the Company shall drop their current lawsuit against the Union, filed in the BC Supreme Court, related to the LRB declaration in TFL 44.

4. ALTERNATE SHIFTS

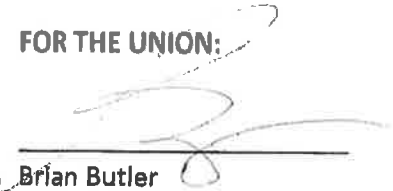
The Parties agree that the Company may continue to use the five (5) day per week, ten (10) hour day, straight time shift for twenty (20) months from the date of ratification, after which time the parties agree it is cancelled.



5. RATIFICATION

This Memorandum of Agreement is agreed to, subject to ratification by each party.
Signed, this 31st day of March, 2020.

FOR THE UNION:



Brian Butler
President
USW, Local 1-1937

FOR THE COMPANY:



Craig Fredrickson
Owner
Mount Sicker Timber Company Ltd

3/31/20

**MEMORANDUM OF AGREEMENT
BETWEEN**

Big Lake Logging Ltd. (Hereinafter known as the "Company")

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union Local 1-1937**

(United Steelworkers)

AFL – CIO – CLC

(Hereinafter known as the "Union")

(together, the "Parties")

1. ADOPTION OF WFP and USW MEMORANDUM OF AGREEMENT

The Parties agree to adopt the Memorandum of Agreement between Western Forest Products Inc. (WFP) and United Steelworkers (USW) Local 1-1937, initialled on February 9, 2020 (with agreed exceptions noted), including the previously agreed items document created by Mediator Amanda Rogers and the revised Supplement 8 language from Mediator Vince Ready, except as modified herein.

2. TRAVEL TIME

Travel time shall be measured from 2 designated marshalling points – Cameron Shop and Mesachie Lake.

a. Cameron Shop

Travel time shall be measured, by one designated person from each of the parties, driving together from Cameron Shop to the centre of the block being harvested. The person from the Union shall be working in the block and shall be designated by the Local Union Business Agent assigned to the operation. This measurement in time, rounded up to the nearest five-minute interval, shall be used as the travel time, for pay purposes, while working in the block.

b. Mesachie Lake

Travel time shall be measured, by one designated person from each of the parties, driving together from Mesachie Lake to the head of the lake. This measurement in time, rounded up to the nearest five-minute interval, shall be used as the base for establishing all other travel from the head of the lake, and shall be added to the measurement from the head of the lake to the block. The establishment of travel time, for pay purposes, from the head of the lake to the block in question shall follow the practice outlined in 2(a).

c. Prior Agreements or Practices

Any prior agreements or practices with respect to travel time are hereby cancelled, including the lower tier of payments to newer employees.

3. LAWSUIT

Upon ratification of this agreement, the Company shall drop their current lawsuit against the Union, filed in the BC Supreme Court, related to the LRB declaration in TFL 44.

4. ALTERNATE SHIFTS

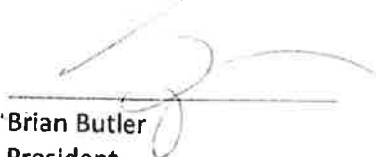
The Parties agree that the Company may continue to use the five (5) day per week, ten (10) hour day, straight time shift for twenty (20) months from the date of ratification, after which time the parties agree it is cancelled.

RATIFICATION

This Memorandum of Agreement is agreed to, subject to ratification by each party.

Signed, this 31 day of March, 2020.

FOR THE UNION:



Brian Butler
President
USW, Local 1-1937

FOR THE COMPANY:



Colin Shantz
Owner
Big Lake Logging Ltd.

**MEMORANDUM OF AGREEMENT
BETWEEN**

Island Forest Company Ltd. (Hereinafter known as the "Company")

AND

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
Service Workers International Union Local 1-1937**

(United Steelworkers)

AFL – CIO – CLC

(Hereinafter known as the "Union")

(together, the "Parties")

1. ADOPTION OF WFP and USW MEMORANDUM OF AGREEMENT

The Parties agree to adopt the Memorandum of Agreement (MOA) between Western Forest Products Inc. (WFP) and United Steelworkers (USW) Local 1-1937, initialled on February 9, 2020 (with agreed exceptions noted), including the previously agreed items document created by Mediator Amanda Rogers and the revised Supplement 8 language from Mediator Vince Ready, except as modified herein.

2. TRAVEL TIME

Travel time shall be measured from 2 designated marshalling points – Cameron Shop and Mesachie Lake.

a. Cameron Shop

Travel time shall be measured, by one designated person from each of the parties, driving together from Cameron Shop to the centre of the block being harvested. The person from the Union shall be working in the block and shall be designated by the Local Union Business Agent assigned to the operation. This measurement in time, rounded up to the nearest five-minute interval, shall be used as the travel time, for pay purposes, while working in the block.

b. Mesachie Lake

Travel time shall be measured, by one designated person from each of the parties, driving together from Mesachie Lake to the head of the lake. This measurement in time, rounded up to the nearest five-minute interval, shall be used as the base for establishing all other travel from the head of the lake, and shall be added to the measurement from the head of the lake to the block being harvested. The establishment of travel time, for pay purposes, from the head of the lake to the block in question shall follow the practice outlined in 2(a).

c. Prior Agreements or Practices

Any prior agreements or practices with respect to travel time are hereby cancelled, including the lower tier of payments to newer employees.

3. LAWSUIT

Upon ratification of this agreement, the Company shall drop their current lawsuit against the Union, filed in the BC Supreme Court, related to the LRB declaration in TFL 44.

4. ALTERNATE SHIFTS

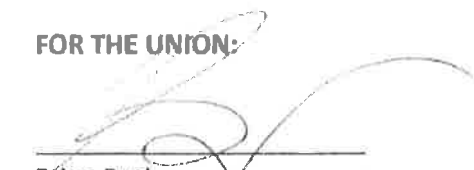
The Parties agree that the Company may continue to use the five (5) day per week, ten (10) hour day, straight time shift for twenty (20) months from the date of ratification, after which time the parties agree it is cancelled.

5. RATIFICATION

This Memorandum of Agreement is agreed to, subject to ratification by each party.

Signed, this 30th day of March, 2020.

FOR THE UNION:



Brian Butler 03/31/20
President
USW, Local 1-1937

FOR THE COMPANY:



Shawn Nicholson
Owner
Island Forest Products Ltd.

UNITED STEELWORKERS LOCAL 1-1937

TENTATIVE COLLECTIVE AGREEMENT - REVISIONS

The following are proposed changes to the current (2014-2019) Collective Agreement. The USW Bargaining Committee is recommending acceptance by USW Local 1-1937 members. The proposed changes are ordered by Article:

ARTICLE IV – UNION SECURITY

Section 4: Union Shop

Where a contractor is introduced under Article XXV, the Undercut Contractor Utilization Letter of Understanding, or the Woodlands Letter Of Understanding, and it is determined that the contractor is not certified to USW, or its employees are not members of USW, the Local Union shall advise the Company and the Company must remove the contractor without delay unless the contractor remedies the situation forthwith.

Section 5: (a) – Contractors

Unless otherwise provided by law, upon signing any new or renewed commercial contracts where a USW certified contractor working for the Company is not in good standing with respect to monetary obligation(s) related to health and welfare plans, pension plan and/or Union dues or assessments, the Company shall hold back funds payable to the contractor, up to the amount in arrears, within ninety (90) days of notification by the Local Union, the benefit plan providers or the pension plan administrators. In the event that the amount owing from the Company to the contractor is less than the amount of the arrears, the Company will continue to hold back amounts until the arrears are satisfied. Funds held back by the Company shall be forwarded to the Local Union, or benefit plan providers as appropriate, unless the contractor clears the amount in arrears. Any dispute over the amount of the dues or assessments-related holdbacks shall be between the Union and the contractor.

Section 5: (c)

Where the Local Union finds a Contractor in non-compliance due to:

- i) Not forwarding a check-off form within the contractual time frame; or
- ii) Not providing the Union a seniority list within a reasonable timeframe, after receiving the request from the Union, up to twice per year.

Without involvement of the Company, a five hundred (\$500) dollar payment shall be paid to the Union by the Contractor, per occurrence, following a receipt of notice, to the Contractor, of non-compliance for a second time within a year from the Union.

Section 5: (d)

The Company shall provide to the Local Union, the names of all contractors and the number of employees and type of work being done by each contractor, upon commencement or introduction of a new contractor (and upon ratification of this agreement) for each USW-certified operation.

ARTICLE V – HOURS OF WORK

Section 1: (e) Hours and Overtime

In the implementation of the Company’s Alcohol and Drug Policy, any employee who is required to stay after their scheduled shift or return to the job site in order to be tested as per the Alcohol and Drug Policy, shall be paid all appropriate wage rates, including overtime, until the employee is released.

Section 1: Hours and Overtime

That language be added to the section that there be an **eight (8) hour minimum free from work** time between shifts, except in cases of emergency.

ARTICLE VII – WAGES – LOGGING & ARTICLE VIII – WAGES – MANUFACTURING

General wage increases effective dates:

June 15, 2019	3%
June 15, 2020	2%
June 15, 2021	2%
June 15, 2022	3%
June 15, 2023	2.5%

First Aid Attendant Rate Premium increases: Level 3, \$1.00; Designated Level 3 \$1.50/Hour

Current Group 12: Mobile Grapple Yarder Hooker/Mobile Back Spar Tender – **Increased to Group 14.**

Current Group 13: Steel Spar Hook & Rig (Conventional) or Grapple Yarding – **Increased to Group 15. (Note 3)** Hooktenders

Hooktenders are eligible for Group 15 for days where the Hooktender is climbing and rigging trees. Otherwise, the Hooktender is paid at Group 14.

Shift Differential increase from \$0.31 to **\$0.60 per hour.**

ARTICLE XIII – VACATIONS

Drawing Accrued Vacation

That there be the ability to draw from accrued vacation pay once yearly beyond the vacation pay cut-off date. Any such withdrawal shall be deducted from the vacation pay, paid out the time of the common cutoff period.

The Company will report vacations taken by each employee to the Plant/Camp Committee and the Local Union on a quarterly basis.

ARTICLE XVII– HEALTH AND WELFARE

Improvements to the Health and Welfare Plan Benefits as follows:

- **Life Insurance & AD&D** benefits increased from \$120,000 to **\$150,000**
- **Chiropractor** coverage be increased from \$600 to **\$750 per year**
- **Vision Care** from \$400 to **\$600 per 24 month period**

Medical notes, requested by the Company, for clearance to return to work, shall be paid for by the Company.

EFAP

It is the intent of the Company to continue using the existing EFAP providers. If any issue arises with respect to these providers, the parties will meet and discuss.

ARTICLE XVIII– LONG TERM DISABILITY PLAN

Effective the first of the month following ratification of this agreement, contributions from the Employer and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (60 cents per hour from the Employee and 60 cents per hour from the Employer) to 76 cents per Employee per hour worked (38 cents per hour from the Employee and 38 cents per hour from the Employer).

The Plan Actuary will update the Board of Trustees on the estimated financial position of the Plan as a standing agenda item every Board meeting. Effective the first of the month following the Board Meeting where the Plan Actuary estimates 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 position (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.

The Joint LTD Trustees will commit to increasing coverage for members age 60 and over at a minimum of a floating year. Members save \$0.22 per hour.

ARTICLE XX

Section 11: Reinstatement

That the Company report temporary supervisor days worked to Plant/Camp Committees and Local Union quarterly.

ARTICLE XXI – LEAVE OF ABSENCE

Section 6: Bereavement Leave

Add, in **(b)** brother-in-law and sister-in-law.

ARTICLE XXII – HEALTH AND SAFETY

That copies of Incident Reports and Accident Investigations shall be given to the Union Safety Officer on the condition that the Union will not use the information for any purpose other than working with the Company to improve safety. It shall not be used for the purpose of litigation, or for any other purpose, against the Company, its Officers, Directors, employees or others, nor shall the Union, or anyone within the Union to whom the Union Safety Officer provides this information, disclose the information to any third party. The Union may, however, use this information in the cases of discipline.

Section 8: Right to Refuse Work - addition

Where the employer offers refused work to another worker, management must inform the new worker that the offered work is the subject of a work refusal, including the rationale for the refusal. This must be done in the presence of the person who originally refused the work or, in their absence, another worker chosen by that person able to explain the reasons for the refusal.

ARTICLE XXIII – SAFETY EQUIPMENT

The Company agrees to reimburse regular full-time employees up to **\$100 per calendar year, for Steel-toed Safety Boots**. Employees must have worked 600 hours in order to qualify. Employees are required to submit the original receipt for payment. Employees shall be permitted to combine the reimbursement for two consecutive entitlement years. This provision is not a taxable benefit.

For WFP employees, the boots must meet the requirements of the WFP Health and Safety Management System.

ARTICLE XXV – Contracting Out Umpires

That **(c)** specifies that the parties agree to four (4) named umpires: Vince Ready, David McPhillips, Corinn Bell, Amanda Rogers

ARTICLE XXXIV – DURATION OF AGREEMENT

The terms of this agreement be from June 15, 2019 to midnight, June 14, 2024.

SUPPLEMENT NO. 2 – WOODLANDS LETTER OF UNDERSTANDING

That the Union will review the signing and duration information of the Commercial Contracts under the Woodlands Letter of Understanding once signed and a letter will be sent to the Union identifying the five (5) year term.

That the arbitrators named in Part 12 are changed to David McPhillips, Corinn Bell, and Amanda Rogers.

SUPPLEMENT NO. 8 ALTERNATE SHIFTS

The Company agrees to not run a 6-day per week, 10-hour shift, in manufacturing, for a period of six (6) months and will not run the identified 4x4 shift in timberlands, for a period of six (6) months, from the date of ratification of this Memorandum.

Section 5 (Supplement No. 8 Alternate Shifts)

- (a) The parties agree that if the objectives sought in alternate scheduling are misunderstood the potential for disputes and disruption is assured. Therefore, it is further agreed that a proper dispute resolution procedure is necessary to ensure the ongoing viability of the Company and the safety and wellbeing of its employees.
- (b) The parties agree to appoint high level representatives to a Shift Dispute Resolution Committee (SDRC) that will endeavor to resolve disputes through a problem solving approach.
- (c) The existing alternate shift schedule of any Operation, or any new alternate shift schedule the Company proposes to introduce into any of its Operations, may be referred the SDRC.
- (d) The SDRC will have the following mandates:
 - a. To model alternate shift configurations at each operation, when requested by the Union, by taking into account:
 - i. Safety concerns and data (for alternate shifts in logging, this shall include a thorough review of the report and recommendations on Alternate Shifting & Physically Demanding work created through Supplement No. 9)

- ii. Market and customer implications, including order file and business cycles;
 - iii. Productivity and financial implications; and
 - iv. Maintenance issues
-
- b. To review the modeling information and outcomes, and where more than one shift will meet the Employer's stipulated production requirements and is quantifiably similar to the Employer's proposed shift applying the factors above, determine the preferred and optimal shift including the appropriate start times and frequency of swing shift rotation;
 - c. To consider employee emotional and physical impacts including fatigue and sleep debt and employee lifestyle concerns;
 - d. To conduct a reasonable trial period for an alternate shift selected under b. above, in an Operation, when requested by the Union.
 - e. The SDRC may utilize the services of a mutually- agreed independent third party to review the data and information from the modelling exercise and any trials conducted to be paid for by the Employer. The independent party will provide analysis only and will not make any judgment as to the merits of any of the shifts under consideration.
 - f. The SDRC will review the report created by the independent third party, if any, and will have access to all materials considered in creating the report.
 - g. The SDRC may recommend to the management at an operation that an alternate shift be replaced with a different shift provided that shift is quantifiably similar to the existing or proposed alternate shift. In other words, any shift recommended by the SDRC must meet the necessary production requirements.
 - h. If the management in the operation rejects the SDRC's recommendation, or the SDRC does not agree that one of the reviewed shifts is preferable to an existing or proposed alternate shift, the Union may refer the matter to a mutually-agreeable arbitrator, which will be cost-shared by the parties.
 - i. The third party arbitrator referred to in h. will receive oral and/or written submissions from the parties, and will render a non-binding shift recommendation with reasons to the SDRC, the Union and the Company within 14 days.

- j. If one of the parties does not agree that the SDRC has complied with the process or mandates above, either party may refer that matter to the expedited mediation-arbitration process under Section 105 of the BC Labour Relations Code.
- k. The parties agree the Company shall provide education to employees on circadian rhythms and ways to best deal with alternate shift schedules.
- l. The parties agree that, in the event an alternate shift trial in manufacturing requires additional employees, the parties will execute a letter of understanding for the purpose of voluntary loaning laid off employees from one operation to another.

SUPPLEMENT NO. 10 – SELECTION OF APPRENTICE PROCEDURE

The Parties shall form a committee as per Supplement 10 Point 10 and said committee shall receive terms of reference from the Parties which will include a review of the Wonderlic test as well as a review of test scores in order to make adjustments in the procedure to ensure fairness and effectiveness.

UPDATES OF PREVIOUS DOCUMENTS

The Parties agree that the Settlement Agreement dated September 16, 2016, RE: application of Article IV section 5 (b) and Settlement Agreement dated September 16, 2016, RE: Commitment Letter, and the Mike Cass letter of July 7, 2014, will be updated to apply throughout the term of this Collective Agreement.

DISCIPLINE ASSESSED DURING STRIKE

The Company agrees to cancel all letters related to notices of investigation and discipline which have been issued since July 1, 2019, through to the date this agreement and references to these particular incidents shall be removed from the file of the employee.

The following provisions will be written in to the Collective Agreement:

Union Representation for Incidents

1. In every case of reasonable cause or post-incident alcohol and drug testing, an appointed Union representative shall be permitted to take part in any investigation. After management has filled out the checklist, the Union representative shall receive a copy of the checklist, and any ensuing investigation report. In the absence of such a representative being physically available, the employee can choose an available worker of their choice, as their representative.

2. All employees subjected to any action under the policy have the right to Union representation at every step, including being present during testing, but not physically present during the sample collection. The Union's representative agrees they will not interrupt the testing process.

Copies of Reports Provided

3. Upon request from the employee, they will be given their test results and any final MRO reports or SAP assessments (that may be done).