

2014-2024 Collective Agreement

Between Pacific Custom Log Sorting Ltd.

(Hereinafter known as the "Company")

OF THE FIRST PART

AND

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

(United Steelworkers)

AFL – CIO – CLC

Local 2009

(Hereinafter known as the "Union")

2014 – 2024 Agreement
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2014-2024 Collective Agreement

**Between Pacific Custom Log Sorting Ltd.
(Hereinafter known as the "Company")**

OF THE FIRST PART

AND

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

(United Steelworkers)

AFL – CIO – CLC

Local 2009

(Hereinafter known as the "Union")

OF THE SECOND PART

PREAMBLE:

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

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

ARTICLE I - BARGAINING AGENCY

Section 1 – Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees of the Company except confidential employees, office employees and those employees with the authority to hire and discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to the grievance procedure as provided in Article XXIV, Section 1, Step Three and in the event or failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXIV, Section 1.

Section 2: Meetings

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

Section 3: Bargaining Authority

The Company and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the United Steelworkers Local 2009 unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by permission which may 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 – EMPLOYERS RIGHTS

Section 1: Management and Direction

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

Section 2: Hiring and Discipline

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

ARTICLE III – HUMAN RIGHTS

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

Harassment or bullying includes any inappropriate conduct or comments by a person towards an employee or employer that the person knew or reasonably ought to have known would cause that employee or employer to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the "*Workers' Compensation Act*", the Company and the Union shall ensure that the workplace or designated off-site work areas are free of harassment and/or bullying and the employees and employers take reasonable care to protect the health and safety of themselves and other persons.

The Company shall take responsibility to provide instruction, training, information and supervision and to provide a workplace and work –related places free of harassment and/or bullying. All harassment complaints originating in the workplace of Company and Union related functions will be investigated.

An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational representative is available the union will appoint one.

ARTICLE IV – UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

The Company will provide access to a copy of this Agreement and the Company will facilitate an introductory meeting with a representative of the Sort Committee at the time of hire.

Section 2: Non-Bargaining Unit Employees

Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting supervisor from doing work for purposes of employee instruction and evaluation, equipment assessment, or, work to ensure the continued operation of the company provided that in doing so a lay-off of bargaining unit employees does not result, or, in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.

Section 3: Union Shop and Eligibility

Each employee shall, at the time of hiring and as a condition of employment or continued employment become a member of the Union and maintain membership therein. All new employees are required to pay initiation fees on the first pay period following the date of hire and must pay union dues monthly thereafter. The Company will deduct and submit initiation fees and monthly dues. Should an employee fail to complete his/her probationary period, his/her may apply to the union for reimbursement of Initiation Fees and/or Dues. Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing.

Section 3A: Charge Hands

Charge hands, must be bargaining unit employees who are appointed by the Company. Charge hands relay instructions from management to co-workers, and are responsible to organize work activities and who, in addition to their own assignments, routinely lead and assist bargaining unit employees in the performance of their duties. Charge Hands shall not have any management authority to hire, discipline or discharge.

Section 4: Sort Committee

- (a) For the purpose of this Agreement the term Sort Committee shall be members who completed their probationary period of employment with the Company and who are elected or appointed by the Union employees at the Sort. This Sort Committee shall consist of one to two (1-2) employees elected by the Union employees at the sort.

- (b) The Union will notify the Company in writing of the member of the Sort Committee and the Union will notify the Company in writing when any member change takes place. The member of the Sort Committee will not be recognized by the Company unless the above procedure is carried out.

Section 5: Discharge of Non-members

Any employee who fails to maintain **their** membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain **their** membership. This includes all contractors that must sign up with the USW Local 2009 upon commencement of any work lasting in excess of five (5) continuous working days. Where a contractor working for the Company in excess of five (5) continuous days does not sign up with the USW and does not remain in good standing with respect to monetary obligation(s) to the Union related to dues or assessments and where written notice has been given by the Union to the Company that contractor shall be discharged from the company immediately for non-compliance until matters can be resolved.

Section 6: Union Membership

No employee shall be subject to any penalties against **their** application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By- Laws of Local 2009.

Section 7: Check-off

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

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

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

Section 8: Social Insurance Number

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

Section 9: Employer Deductions from Wages – Employee Benefit Plans

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

Section 10: Employee Discipline History

Records of discipline will be eliminated once the Employee has had no further incidents within a two (2) year period.

The Company will ensure that whenever an employee is disciplined for any reason, the Sort Committee member, available at the time of discipline, shall be present. If there is no Sort Committee member available the Company will wait until one is available or contact the Local Union to attend on the worker's behalf.

ARTICLE V – HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Sort employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for the following:
 - (i) Hours worked in excess of eleven (11) hours per day;
 - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
 - (iii) For purposes of (b) herein a Statutory holiday shall be considered a shift worked;
 - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
- (c) The established hours of work will not be altered without prior consultation with the Shop Committee, except in circumstances not in control of the Company.
- (d) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work the employee shall be paid rate and one-half, except as provided in Section 1 (b) above. The following are exceptions to Clauses (a) and (b), namely:
 - (i) Employees on towboats as defined in the Employment Standards Act Regulations;

Section 2: Alternate Shift Scheduling

- (a) Notwithstanding Article V, Section 1, the Employer may implement alternate shift schedules, subject to Supplement No. 8, which may include Saturdays and Sundays, without overtime penalty, provided the principle of forty (40) hour week is maintained over an averaging period.
- (b) When alternative schedules have been implemented in accordance with (a) above, the following overtime provisions will apply.
 - A. Rate and one-half shall be paid for the following:
 - (i) The first three (3) hours worked in a day in excess of the normal daily hours of the established schedule.
 - (ii) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.

- (iii) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the Company.
- B. Double straight-time rates shall be paid for the following:
 - (i) All hours worked in excess of A (i) above.
 - (ii) All hours worked on Sunday when Sunday is also an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in the rest day has been agreed to between the employee and the Company.
- C. It is agreed that Pacific Custom Log Sort Ltd., will continue to operate an Alternate Shift Schedule on one of the tug boats, details to any further alternate shifts or changes to the existing one will be done in consultation with the USW representative and implemented or removed based on the crewing needs of the Company.

Section 3: Swing Shift

- (a) The working force on the day shift in the sort operation shall alternate with the working force on the afternoon shift on a mutually agreed upon basis by the employees involved, the Company, and the Sort Committee.
- (b) If an employee would like to stay on a shift and not alternate they can do so with an agreement between the employee who they would normally alternate with and the Company.

Section 4: Rest Periods

All employees in sorting operations shall be entitled to two (2) ten-minute rest periods during each regular shift, providing that the rest periods be implemented so as to facilitate production. Such rest periods are subject to the availability of relief employees where practical. It is recognized that employees will observe their lunch when time is available due to their request for a straight eight hour shift per compliance with Employment Standards Act of BC.

Section 5: Hot Meals

Employees working in excess of two (2) or more hours overtime beyond their regular shift will be entitled to a hot meal, such hot meal to be consumed by the employee on Company time before beginning the overtime work.

However, where the provision of a hot meal is considered impractical, employees will be paid the equivalent of one (1) hour's pay at the rate of time and one-half.

Section 6: 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 VII – WAGES

Section 1: Wage Rate Adjustments

- (a) The parties agree that the wages of the employees, including trades, covered by the Agreement shall be increased by two and one half percent (2.5%) per hour effective June 15, 2016, increased by one and one quarter percent (1.25%) per hour effective June 15, 2017, increased by **zero percent (0%)** per hour

effective June 15, 2018, increased by **two percent (2.0%)** per hour effective **January 01, 2019**, and increased by **zero (0.0%)** effective **January 01, 2020**, increased by **two and one-half percent (2.5%)** per hour **January 1, 2021**, increased by **two and one-half percent (2.5%)** per hour **January 1, 2022**, increased by **two percent(2%)** per hour **January 1, 2023**, increased by **two percent (2%)** per hour **January 1, 2024**.

- (b) The rates resulting from the application of the conversion percentages herein will be rounded as follows:
 - 0 to .499 - down to the nearest cent
 - .500 to .999 – up to the nearest cent
- (c) All employees with red-circled rates will be discontinued if that employee quits or takes another posted position and if, whereupon the employee then returns to **their** previously held red-circled position, the red-circled position rate will not apply.
- (d) After the completion of two years of continuous work in that job, and a job performance evaluation of the Jr. Deckhand or Jr. Boom Boat Operator may advance to Sr. Deckhand or Sr. Boom Boat Operator respectively.

Pacific Custom Log Sorting has the following Rate Groups for Pacific Custom Log Sorting Ltd. Bargaining Unit Positions:

The rates resulting from the application of the conversion percentages herein will be rounded as follows:

PACIFIC CUSTOM LOG SORTING LTD. RATE GROUPS & INCREMENTAL RATE INCREASES

Effective date:

15-Jun-15	15-Jun-16	15-Jun-17	15-Jun-18	01-Jan-19	01-Jan-20	01-Jan-21	01-Jan-22	01-Jan-23	01-Jan-24
2.00%	2.50%	1.25%	0.00%	2.00%	0.00%	2.50%	2.50%	2.00%	2.00%

\$ 28.31	\$ 29.02	\$ 29.38	\$ 29.38	\$ 29.97	\$ 29.97	\$ 30.72	\$ 31.49	\$ 32.12	\$ 32.76
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Group 1 -
Bundler
(Jr. Taper, Tagger,
Metal Detector)

\$ 28.78	\$ 29.50	\$ 29.87	\$ 29.87	\$ 30.47	\$ 30.47	\$ 31.23	\$ 32.01	\$ 32.65	\$ 33.30
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Group 2 -
Jr. Deckhand

\$ 29.58	\$ 30.32	\$ 30.70	\$ 30.70	\$ 31.31	\$ 31.31	\$ 32.09	\$ 32.89	\$ 33.55	\$ 34.22
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Group 3 -
Jr. Boom Boat Operator
(Winder, Dozer)

\$ 30.73	\$ 31.50	\$ 31.89	\$ 31.89	\$ 32.53	\$ 32.53	\$ 33.34	\$ 34.17	\$ 34.85	\$ 35.55
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Group 4 -
Sr. Taper/Grader
(Licenced Scaler, cubic)

\$ 31.52	\$ 32.31	\$ 32.71	\$ 32.71	\$ 33.36	\$ 33.36	\$ 34.19	\$ 35.05	\$ 35.75	\$ 36.47
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Group 5 -
Yardman
(with TPC certificate)

\$ 31.67	\$ 32.46	\$ 32.87	\$ 32.87	\$ 33.53	\$ 33.53	\$ 34.37	\$ 35.23	\$ 35.93	\$ 36.65
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Group 6 -
Sr. Deckhand

\$ 32.14	\$ 32.94	\$ 33.35	\$ 33.35	\$ 34.02	\$ 34.02	\$ 34.87	\$ 35.74	\$ 36.45	\$ 37.18
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Group 7 -
Sr. Boom Boat Operator
(Winder, Dozer)

\$ 32.45	\$ 33.26	\$ 33.68	\$ 33.68	\$ 34.35	\$ 34.35	\$ 35.21	\$ 36.09	\$ 36.81	\$ 37.55
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Group 8
Jr. Licenced Scaler/Grader
(fbm & cubic)
(less than 2 years experience)

(3rd year Apprenticeship done)

Improver

(2nd year Apprenticeship done)

Helper

(1st Yr. Apprenticeship)

Helper

Group 2

Welder, Marine Fabricator

Journeyman

(with certificate, DPW1,2,3)

Journeyman (no certificate)

Improver

(last 6 mos. Of Apprenticeship)

Improver

(3rd yr. Apprenticeship)

Improver

(2nd Yr. Apprenticeship done)

Helper

(1st Yr. Apprenticeship done)

Helper

\$	32.25	\$	33.06	\$	33.47	\$	33.47	\$	34.14	\$	34.14	\$	34.99	\$	35.86	\$	36.58	\$	37.31
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\$	31.52	\$	32.31	\$	32.71	\$	32.71	\$	33.36	\$	33.36	\$	34.19	\$	35.04	\$	35.74	\$	36.45
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\$	31.16	\$	31.94	\$	32.34	\$	32.34	\$	32.99	\$	32.99	\$	33.81	\$	34.66	\$	35.35	\$	36.06
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\$	37.50	\$	38.44	\$	38.92	\$	38.92	\$	39.70	\$	39.70	\$	40.69	\$	41.71	\$	42.54	\$	43.39
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\$	35.91	\$	36.81	\$	37.27	\$	37.27	\$	38.02	\$	38.02	\$	38.97	\$	39.94	\$	40.74	\$	41.55
\$	33.84	\$	34.69	\$	35.12	\$	35.12	\$	35.82	\$	35.82	\$	36.72	\$	37.64	\$	38.39	\$	39.16

\$	33.49	\$	34.33	\$	34.76	\$	34.76	\$	35.46	\$	35.46	\$	36.35	\$	37.26	\$	38.01	\$	38.77
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\$	32.58	\$	33.39	\$	33.81	\$	33.81	\$	34.49	\$	34.49	\$	35.35	\$	36.24	\$	36.96	\$	37.70
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\$	32.03	\$	32.83	\$	33.24	\$	33.24	\$	33.90	\$	33.90	\$	34.75	\$	35.62	\$	36.33	\$	37.06
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\$	30.94	\$	31.71	\$	32.11	\$	32.11	\$	32.75	\$	32.75	\$	33.57	\$	34.41	\$	35.10	\$	35.80
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Section 2: Shift Differential

- (a) The first shift 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 the 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 3: First Aid and Charge Hand

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

Upon attaining certificates as required by WorkSafeBC, the following premiums will be paid to designated duty first aid attendants:

- (a) Occupational Rate + Premium:
 - Level 1 – Twenty-five cents per hour (\$0.25)
 - Level 2 – Fifty cents per hour. (\$0.50)
 - Level 3 – **One dollar per hour. (\$1.00)**
- (b) Charge Hands – Occupational Rate +(\$0.22) /hr.

Section 4: Rate Revision

The wage scale attached hereto, refer to Article 7, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

ARTICLE VIII – APPRENTICESHIP

The Company will choose apprentices on an as needed basis. Current employees who are selected for an apprenticeship will be selected by seniority as the deciding factor, subject to competency and bona-fide business requirements. It is the intent of the Company and the Union to create apprenticeship opportunities, and therefore apprentice selection will be carried out based on the following principles:

- a) Apprenticeship positions will be posted in accordance with regular job posting procedures.
- (b) Tests recommended for self-evaluation will be made available to employees on request. Failure to take such tests shall not jeopardize an employee's application for Apprenticeship.
- (c) All candidates for the apprenticeship will be provided with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.
- (d) Formal apprenticeship selection testing will be done in an appropriate facility. A Union representative will be present when the tests are given and marked.

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

experience renders such an assignment unnecessary. Apprentices will be paid commensurate with the attached wage rates for their particular job and training level.

Section 1: Progression to Journeyman Status

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

(a) 4 Level Program

Helper (Start of Apprenticeship)
Level 1 Apprentice (Helper)(1st level apprenticeship completed)
Level 2 Apprentice (Improver)(2nd level apprenticeship completed)
Level 3 Apprentice (Improver) (3rd level apprenticeship completed)
Journeyman (4th level apprenticeship completed and journeyman ticket awarded)
Or per BC Government apprenticeship regulation changes.

Section 2: Tools

(a) Insurance:

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

(b) Damaged or Broken:

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

(c) Metric Tools

The Company will make available tradesperson's tools required upon the introduction of the metric system.

Section 3: Qualifications

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

ARTICLE IX – PAY DAYS

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

ARTICLE X – STATUTORY HOLIDAYS AND FLOATING HOLIDAY

Section 1: Sorting Operations

- (a) All employees in sorting operations who work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and will be paid rate and one-half for all hours worked except as provided for in Article V – Hours of Work, Section 1(b) or Section 2(b)B.

- (b) An hourly rated employee in a sorting operation who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 3, shall be paid for the said holiday at **their** regular job rate of pay for **their** regular work schedule.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked **their** last scheduled work day before, and **their** first scheduled work day after the holiday, unless **their** absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer. The Statutory Holiday's rate is based on the rate of pay on the last day worked prior to the Statutory Holiday.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) calendar day before and one (1) calendar day after the holiday, both 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 within a reasonable amount of time which is normally within three (3) days.
- (c) Employees while on leave of absence under Article XVII, Section 8 (a) or any employees while members of a Negotiating Committee under Section 8 (b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holidays

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

Section 5: Statutory Holiday Shift

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

Section 6: Arrangement for Change

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

Section 7: Personal Floating Holiday

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

- (a) It is recognized that the Personal Floating Holiday must be taken between January 1 and December 31 of the year in which it falls. The personal floating holiday must be scheduled by June 30th of each year or the company will schedule the holiday on the employee's behalf.
- (b) The Personal Floating Holiday for each year will not be carried over into the following year.

(c) **Qualifying Conditions:**

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

- (i) A new employee must have been on the payroll for not less than (3) three months 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 due to the case of sickness or injury.
- (iii) An employee shall apply on an approval form, at least seven (7) days in advance, for **their** Personal Floating Holiday. The employee shall receive notice of the disposition of **their** request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on **their** Personal Floating Holiday after a definite date confirmed in writing 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) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vi) If an employee's regular work schedule falls on a Saturday or Sunday, then that employee may choose either day for a Personal Floating Holiday and straight-time rates will apply.

ARTICLE XI – VACATIONS

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

Section 1: Entitlement

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

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION ENTITLEMENT	VACATION PAY RECEIVED	
		Percent of Wages	Regular Job Rate Method
Less than 1 years' service	0	4%	-
1 years' service completed, but less than 2 years' service	2	5%	80 Hrs.
2 years' service completed, but less than 7 years' service	3	7%	120 Hrs.
7 years' service completed, but less than 15 years' service	4	9%	160 Hrs.
15 years' service completed, but less than 24 years' service	5	11%	200 Hrs.
24 years' service completed, But less than 30 years' service	6	13%	240 Hrs.
30 years' service completed	7	15%	280 Hrs.

Subject to the provisions of Section 2 herein, all additional week(s) of 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. All vacation periods must be taken in blocks of 5 based on a 40 hour work week or whatever the regular work schedule is (as in an alternate work schedule) unless written permission from the Company is provided.

Section 2: Vacation Time

- a) Eligible employees must take **their** annual vacation as time off from work. (Per Employment Standards Act of BC)
 - i. The employee will have the option to forgo (i.e. be "paid out") any part of their earned vacation in excess of statutory minimums. Current statutory minimums are:
 - a. Five years service or less – at least 2 weeks' vacation
 - b. Greater than 5 years service – at least 3 weeks' vacation
- b) Vacations for eligible employees must be taken at such a time that the quality and regularity of company production shall not be impaired.
- c) Requests for vacation time shall be made in writing directly to management at least one (1) month prior to the start of any vacation lasting for one (1) week or more. Approval status for

that requested vacation must be given within one (1) week of written request. Vacation time is based on blocks of a 40 hour work week.

- d) Earned vacation will not be carried over to the following year, unless a written request is submitted and approved by the Company.

Section 3: Payment of Vacation Pay

- (a) The calculation of vacation pay is to be done by the percentage of gross wages method and must be paid to the employee within fourteen (14) days of the common vacation pay cut-off date. The Company's present cut-off dates shall be continued, namely, June 15 and December 15 of every year.
- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of vacation pay at the date of the common two vacation cut-off dates.
- (c) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
 - (i) In the case of one (1) year, one per cent (1%) of **their** gross earnings between the date of employment and the date of the last common cut-off date;
 - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two per cent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.

Section 4: Qualifying for Vacation Pay – Percentage of Wages Method

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

- (a) Absence on Worker's Compensation up to a period of one (1) year, provided that the employee returns to **their** employment.
- (b) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to **their** employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XVII, section 6.
- (d) Absence due to time served on jury duty, including Coroner's jury, or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article XVII, Section 7.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 5: Qualifications for Vacation Pay – Regular Job Rate Method

- (a) (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
 - (ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
 - (iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to **their** anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
 - (i) All hours worked
 - (ii) Statutory Holiday hours
 - (iii) Jury and Crown witness duty
 - (iv) Bereavement leave
 - (v) Vacation hours earned
 - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by WorkSafe BC and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to **their** employment.
 - (vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to **their** employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
 - (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
 - (ix) Employees who report for work and who receive call time payment shall be credited with (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
 - (x) All hours worked in more than (1) division of the parent company as a result of transfer or layoff.

Section 6: Vacation Pay on Termination

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

Section 7: Employment Standards Act

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

ARTICLE XII -CALL TIME

Section 1: Where No Work

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

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

ARTICLE XIII – HEALTH AND WELFARE

Section 1: Board of Trustees

The Board of Trustees composed of three (3) members representing the Union and three (3) members representing the Employer, are responsible for the administration of the USW-Coastal Forest Industry Health and Welfare Plan No. 2. The trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals and Health and Welfare problems directly related to the Plan.

Section 2: Eligibility

- (a) In a bargaining unit of a USW Local, and
- (b) Covered by the Agreement herein acceptable to the Trustees and containing benefits compatible with the USW – Coastal Forest Industry Health & Welfare Plan, and
- (c) Regularly paid for thirty-two (32) or more hours per week by an employer who participates in the plan and is therefore a regular employee.

Section 3: Commencement of Coverage

- (a) On the first day of the month following completion of thirty (30) working days in a ninety (90) day period.
- (b) If you work an alternate shift schedule with shifts over eight (8) hours, instead of thirty (30) working days, you must work two hundred and forty (240) hours in the ninety (90) day period.
- (c) On the day you start work, if within the previous 18 months you were working and covered under this plan, or a plan arranged between USW and either the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, or West Fraser Limited.
- (d) On the day you start work, if you return to your former employer more than 18 months after date of lay-off but with seniority remaining, and you complete thirty (30) working days within a floating period of ninety (90) consecutive days.
- (e) On the day you start work, if in the immediately preceding 18 months you received benefits from the IWA-Forest Industry LTD Plan.

Section 4: Insurance Coverage

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

- (a) Group Life Insurance for each qualified employee is \$150,000, effective January 1, 2016.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee is \$150,000, with 24 hour coverage, on or off the job, effective January 1, 2016.
- (c) Weekly Indemnity as follow:
 - The plan provides a Weekly Indemnity benefit of the Employment Insurance level plus One Hundred Dollars (\$100), effective June 15, 2014.
 - The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employees' 5/12th share of the premium reduction is retained as payment in kind in the provision of the Weekly Indemnity Plan benefits.
 - Effective June 15, 2007, a "no Downs" provision is introduced so that the four hundred and forty-nine dollar (\$449) per week rate will be reduced by further reductions by E.I.C. of the maximum insurable earnings number.
- (i) Third Party Subrogation
 - The parties agree to recommend to the trustees of the Health and Welfare Plan No. 2 a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury, or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's regular hourly job rate times (x) 40 hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.
- (ii) WI/WorkSafe BC Interface
 - The parties agree to recommend to the Trustees of the Health and Welfare Plan No. 2 that the benefit payment period terminates when a combined total of 26 weeks of

payment have been made from the Plan and WorkSafe BC in the form of temporary wage loss or income continuity benefits.

- (iii) **Experience Surcharge Program**
An Experience Surcharge Program will be introduced which penalize employers in the Health and Welfare Plan who have claims experience in excess of 125% of the contribution rate on a three-year rolling average basis, as in the Southern Interior Health and Welfare Plan.
- (iv) **Experience-rated Rebate System**
The Trustees of the Health and Welfare Plan are hereby directed to jointly develop and introduce into the Plan an experience-rated rebate system is in effect which, along with the existing experience surcharge system, will serve as an incentive to establish and improve effective disability management programs on an operational basis.
- (v) **The Trustees of the Health and Welfare Plan will be directed to amend Section 6.03 of the Plan Text to permit laser surgery (except where such laser surgery is for cosmetic purposes rather than for a medical reason) to qualify the member for a Weekly Benefit Commencement Date from their first day of disability.**
- (vi) **The Trustees of the Health and Welfare Plan will be directed to make the necessary changes in procedures to allow weekly indemnity cheques to be sent directly to the employee's residence, if requested by the employee.**
- (vii) **The Trustees of the Health and Welfare Plan will be directed to change the Health and Welfare Plan text to provide that the fifty- two (52) week Weekly Indemnity Period will change to twenty-six (26) weeks for employees who become disabled on or after July 1, 2004.**

Section 5: Extended Health and Medical Services Plan Coverage.

Medical coverage including Extended Health Benefit coverage shall be provided by the Company at no cost to the employee. Pacific Custom Log Sorting Ltd., coverage will be the Class 10, FIRLR Extended Health (EHC) and Dental Policy #8944, Division 1, Subdivision 077356 as at July 1, 2016.

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;
- (b) The Extended Health Care Plan provides a payment to a maximum of Six Hundred Dollars (\$600) per member or dependent, in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames, contact lenses, or laser eye surgery, when prescribed; and/or eye exams, effective June 15, 2014.
- (c) The Physiotherapist/Massage Practitioners' limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year, with extended coverage with referral from a qualified Medical Practitioner, effective June 15, 2014.
- (d) The Chiropractors/Naturopathic Physicians' limit will be seven hundred and fifty dollars (\$750) per member or dependent per calendar year.
- (e) The Orthopedic shoes limit will be five hundred dollars (\$500) (adults). And three hundred (\$300) (child) per calendar year.

- (f) Coverage for prescribed orthotics will be established with a maximum limit of two hundred dollars (\$200) per member or dependent, every five years, unless there is alternate coverage provided for.
- (g) Effective June 15, 1999 the Hearing Aids limit will be five hundred and fifty dollars (\$550) per member or dependent, every five years, unless there is alternate coverage provided for.
- (h) A medical travel provision of One thousand (\$1,000.00) per year, effective July 2014.
- (i) The Annual Extended Health Benefits Plan deductible for an individual or family will be seventy-five dollars (\$75.00).
- (j) The Extended Health Benefits Plan's lifetime maximum payable shall be one hundred Fifty Thousand Dollars (\$150,000.00) June 15, 2015, Two Hundred Thousand Dollars (\$200,000.00) June 15, 2016; Two Hundred Fifty Thousand Dollars (\$250,000.00) June 15, 2017; and Three Hundred Thousand Dollars (300,000.00) June 15, 2018.
- (k) The Extended Health Benefit Plan shall include coverage for surgical stockings with a compression rating of 30 or higher, to a limit of two hundred and fifty dollars (\$250.00) per employee per calendar year.
- (l) Effective October 1, 2010 the PharmaCare Formulary will no longer be applicable. Effective October 1, 2010 a five dollars (\$5.00) per prescription deductible for drugs will be implemented.

Section 6: General Principles

- (a) Premium cost for insurance shall be paid for by the Company
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible for coverage once he has completed thirty (30) working days in a ninety (90) calendar day period. Once achieved, benefits will commence on the first (1st) of the month following completion of the aforementioned thirty (30) working days.
- (d) Coverage will be portable in all units covered by collective agreements between members of Interfor Corporation, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, USW-Forest Industry Health & Welfare Plan No. 2 and the Union, and there shall be no waiting period for qualified employees changing employers within the Industry.
- (e) Coverage during layoff will be provided as follows:
 - (i) Employees with one (1) or more years' seniority – six (6) months.
 - (ii) Employees with more than four (4) months, but less than one (1) year's seniority – three (3) months.
 - (iii) Employees taking another non-union/union job during lay-off shall lose coverage three (3) months after the non-union/union job is taken providing that the non-union job has no coverage. Employees must report job status in writing during lay-off each calendar month of lay-off.
 - (iv) 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 one (1) working days within a floating period of thirty (30) consecutive days.

- (v) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (vi) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XVII-Leave of Absence, Section 5: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to **their** place of residence in British Columbia unless **their** disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (vii) Employees on extended leave of absence under Article XVII-Leave of Absence, Section 5: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.
- (f) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
- (g) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (h) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XVII – Leave of Absence, Section 5: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to **their** place of residence in British Columbia unless **their** disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (i) Employees on extended leave of absence under Article XVII – Leave of Absence, Section 5; Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the employer during such extended leave of absence.

Section 7: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - i. Basic dental services (Class 10) – Plan pays 80% of approved schedule of fees.
 - ii. Prosthetics, crowns, and bridges (Class 10) – the Plan pays 60% of approved schedule of fees.

- iii. Orthodontic (Class 10) – the Plan pays 60% of approved schedule of fees (lifetime maximum Four Thousand Dollars (\$4,000.00), effective June 15, 2014 with no waiting period. The lifetime maximum limit for children will be \$4,000.00.
- (b) For individuals sixteen (16) years and older, one check-up will be covered every nine (9) months and for children under the age of sixteen (16), one check-up will be covered every six (6) months.
- (c) Bite-wing x-rays will be covered every eighteen (18) months.
- (d) The principles set out in Section 4 shall apply to the Dental Plan.
- (e) Include composite (white) fillings to be a covered item beginning June 15, 2014.

Section 8: Benefits Plan

The Company will provide all benefits under the Class 10 Pacific Blue Cross Plan and any change in the benefit plan carrier will be agreed upon by both parties.

ARTICLE XIV – LONG TERM DISABILITY PLAN

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

- (a) Effective the first of the month following ratification of the Memorandum of Agreement renewing the Collective Agreement, contributions from the Company and the Employee to the Plan will be reduced from \$ 1.20 per Employee per hour worked (\$0.60 per hour from the Employee and \$0.60 per hour from the Company) to \$0.76 per Employee per hour worked (\$0.38 per hour from the Employee and \$0.38 per hour from the Company).
- (b) 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).
- (c) The maximum total contribution rate will be a total of \$ 1.20, split 50/50 between Company and Employee.
- (d) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- (e) Protection Against Withdrawals: Withdrawing employer to be assessed for both the employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

Rehabilitation, Return-to Work, Disability Management

The Industry and USW will jointly consider Plan modifications that will both improve the delivery of Rehabilitation within the Long Term disability Plan, and will encourage and facilitate the development and establishment of Disability Management systems in participating employers' operations.

The Trustees are directed to develop Plan modifications that will:

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

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

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

ARTICLE XV – PENSION PLAN

Hourly Contribution

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

Effective July 1, 2014, an increase to the employer per hour worked contribution of one dollar (\$1.00) per hour worked resulting in a total of three dollars and sixty-seven and a half cents (\$3.675) per hour worked employer contributions for the years 2014-2017 contract years.

Effective July 1 2014, an increase to the employee per hour worked contribution of sixty cents (\$0.60) per hour worked resulting in a total of two dollars and twenty-two and a half cents (\$2.225) per hour worked employee contribution for years 2014-2017.

It is understood that the twenty-seven and a half cents (\$0.275) contributions previously provided for are recognized as permanent.

Employer: \$3.675 Employee: \$2.225

ARTICLE XVI – SENIORITY

Section 1: Principle

The company recognizes the principle of seniority, competency considered.

Seniority shall be the deciding factor in determining the following, subject to competency and bona-fide business requirements:

- (i) Reduction & recall of forces
- (ii) Training
- (iii) Job postings
- (iv) Shifts including scheduled days of the week
- (v) Hours of work
- (vi) Vacation

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 sort 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 Sort Committee as soon as possible.
- (a) (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of **their** sort 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 **their** regular job he may elect to apply **their** seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep **their** regular job he may elect whether or not to apply **their** seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until **their** 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 **their** seniority entitles him to a job.
 - (ii) The application of this provision shall not result in an employee, in the exercise of **their** rights, bumping an employee with less seniority.
 - (iii) When an employee has worked 40 hours during a week and there is weekend work, work is by seniority, competency and knowledge of work at hand considered, unless there is another competent employee with knowledge of the work at hand considered, who has not worked more than 32 hours of **their** previous workweek.
 - (iv) If, for an afternoon shift, a competent employee is asked to work at a job other than **their** posted job, then, the rule of 'senior may, junior must', applies.
 - (v) A foreman can only work in an emergency or if there is no competent employee to fill a position for a temporary period and that foreman shall not take a permanent bargaining unit position that would normally be held by a bargaining unit employee.
- (d) Details of the application of this Section shall be worked out by the Shop Committee and the Company.

Section 3: Retention during Layoff

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

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

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

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

Section 4: Job Posting/Training

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XVI, Section 1.
- (c) In sorting operations the employer may temporarily fill the vacancy until a permanent replacement is decided through the application of seniority.
- (d) It is agreed that any employee(s) who wishes to be trained on equipment that is owned by PCLS can do so as per past practice and posting in (a) above. Some training can be done as non-paid training.
- (e) It is agreed that all PCLS employees who need to upgrade required tickets will have their course and materials paid by the Company including any and all lost time wages and benefits while attending any such courses per the following criteria:
 - (i) Level I First Aid
 - (ii) Level II First Aid plus Transport (for designated First Aid employees)
 - (iii) Level III First Aid (for designated First Aid employees)
- (f) Employees who wish to upgrade to a new position which requires certified training will pay for their own courses except where terms are mutually agreed upon by both employee and employer.
- (g) Employees who have worked for the Company for 5 years may have courses paid for which are directly beneficial to the Company such terms to be mutually agreed upon by company and employee.

Section 5: Probationary Period

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

within six (6) calendar months following the date of entering employment, they shall be regarded as regular employees.

- (b) It is agreed that probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24 hour period.

Section 6: Absence without Leave

Any employee who is absent without leave for a period of three (3) consecutive working days shall forfeit all seniority rights, and under this provision will be considered a new hire, and the employer has the right to discharge said employee 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 and starting date with the Company. The Company will advise the Union of changes to the said list.

It is further agreed and understood by both parties upon signing this agreement that the application of seniority shall be within the employee/contractor group of Pacific Custom Log Sort Ltd.

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 their services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with their bargaining unit seniority. The following options shall prevail:
 - (i) If the Supervisor has the bargaining unit seniority, he shall revert back to their previously held job, or,
 - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply their seniority to a job commensurate with their 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 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 Sort Committee and Management, and if agreement is reached, the period may be extended.

Section 9: Seniority and Contractors:

The Union will recognize that there are times due to lack of availability of skilled union employees that the Company will require contractors in order to maintain its operations. Any contractor filling a bargaining unit position for more than five (5) consecutive working days is required to become a union member. . Upon ratification of this collective agreement all Union contractors currently on the seniority list will be grandparented and remain on the seniority list. All contractors subsequently hired will not be placed on the seniority list.

ARTICLE XVII – LEAVE OF ABSENCE

Section 1: Injury or Illness

The company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the employer. The employee shall have three days to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as may be reasonably possible. All medical notes required by the Company shall be paid for by the Company.

Section 1a: Other Leaves

The Company shall follow the provisions the BC Employment Standards Act in the application of the following leaves;

- (i) Maternity leave
- (ii) Parental leave
- (iii) Family Responsibility leave
- (iv) Compassionate care leave
- (v) Critical illness or injury leave
- (vi) COVID-19 related leave
- (vii) Reservists' leave
- (viii) Leave respecting disappearance of child
- (ix) Leave respecting death of a child
- (x) Leave respecting domestic or sexual violence

Section 2: 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 **their** regular straight-time hourly rate of pay for **their** 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, **brother-in-law**, **sister-in-law**, 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 3: 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 **their** regular straight-time hourly rate of pay for **their** regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 4: Union Business

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

ARTICLE XVIII – HEALTH AND SAFETY

Section 1: Common Concern and Responsibility

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

The Company shall continue to make provisions for the health, safety and working environment of the employees. All employees, JOHSC members, and representatives of the Union shall have the right to discuss matters dealing with health, safety and environmental conditions. Matters brought forward will be investigated promptly. To this end, JOHSC will remain as established.

Section 2: Joint Health & Safety Committee

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

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

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

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

Section 3: Pay for Meetings

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

Section 4: Minutes

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

Section 5: Injuries & Claims

- (a) Should the Company request a meeting with an employee to discuss their claim with WorkSafe BC, they will be entitled to request a Union representative when practicable.

- (b) If an Employee requests a copy of the Company First Aid Report completed by the First Aid Attendant involving **the** report, it shall be provided.

Section 6: Serious Incidents, Dangerous Occurrences and Near Misses

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

Section 7: Fatalities

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

Section 8: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if **they have** reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to **their** supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
 - (i) Ensure that any unsafe condition is remedied without delay, or

- (ii) If in **their** opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection(c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, The supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of:
 1. an employee member of the joint committee, or
 2. Another employee who is selected by the Union.
- (e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) 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.

Section 9: Injury at Work

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

Section 10: WHIMIS

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

Section 11: Contractors

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

Section 12: Crew Boat Safety

The Company agrees that it will comply with all Transport Canada's safety regulations regarding crew boat safety.

ARTICLE XIX – SAFETY EQUIPMENT

- (a) Where the following articles of equipment are required to be used by the Employer or by WorkSafe BC, the Employer shall:

- (i) supply new employees with the articles of equipment as required,
 - (ii) supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move, or
 - (iii) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee
 - 1. Hard hats
 - 2. Welding goggles
 - 3. Flotation equipment
 - 4. Dust protection
 - 5. Eye protection
 - 6. Ear protection
 - 7. 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 Oilers, and Tradesmen.
 - (c) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
 - (d) Employees who have six (6) months' or more seniority, or upon obtaining six(6) months' seniority, are entitled to an allowance for caulk boots on one of the following basis:
 - (i) An employee who is required, to wear caulk boots by Worksafe BC in the course of **their** duties shall receive annually a one hundred and twenty dollar (\$120) caulk boot allowance, or
 - (j) An employee who is required to wear caulk boots on a regular basis for a period of not less than six (6) calendar months within a year shall receive annually a two hundred and fifty dollar (\$250) caulk boot allowance.

Seasonal layoffs shall not interfere with the qualifying period herein.
 - (e) The Company shall reimburse regular full-time employees to a maximum of one hundred dollars (\$100.00) per year, for Steel-toed Safety Boots. Said boots must meet the requirements for such boots as may be set from time to time by the operation's Joint Occupational Health and Safety Committee. Employees must have worked a minimum of six hundred (600) hours in the prior twelve (12) months in order to qualify. Employees are required to submit the original receipt for payment. An Employee shall be permitted to combine the reimbursement for two (2) consecutive years.

ARTICLE XX – CONTRACTORS

- (a) The Company may hire contractors with the understanding that the same will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances. It is recognized that the Company may not be able to fill bargaining unit positions from the current employee pool by posting the position, or, or through training a regular employee for the needed position. The Company can therefore hire a contractor for a period of five (5) consecutive working days to facilitate the continuing operation of the Company without that contractor having to join the union through payment of initiation fees,

- or, dues. A decision of the contractor's continued employment shall be made following the five (5) consecutive working day period at which time the said contractor must become a USW member should the contractor remain with the company.
- (b) In the case of a grievance arising under this Article, the parties shall adhere to the normal grievance procedure as set forth in Article XXV.

ARTICLE XXI – PERMANENT CLOSURES

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

ARTICLE XXII – SEVERANCE PAY FOR PERMANENT SORTING CLOSURE

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

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

ARTICLE XXIII – PERMANENT PARTIAL CLOSURES

- (a) A permanent partial closure occurs when a major operating component of the Sorting facility is declared closed by the Company or has not operated for a period of 18 months. The major operating components of the Sorting facility are defined as a dryland sort and water sort.
- (b) In the event a permanent partial closure is declared by the Company, or the facility has not operated for a period of 18 months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is

calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent partial closure.

- (c) Employees who are terminated by the Company because of a permanent partial closure shall be entitled to severance pay as per article XXII, section a, and, b.

ARTICLE XXIV – ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

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

Step Two

If a satisfactory settlement is not reached at Step One, the Sort Committee shall take up the grievance with either their personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step 2.

Step Three

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

Step Four

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

Section 2: Time Limit

The Company shall not be required to consider any grievance which is not presented within 14 working days after the grievor or the Union first becomes aware of the alleged violation of the Agreement. Thereafter, the time limits in the Grievance Procedure shall be considered discretionary, and not mandatory.

ARTICLE XXV – ARBITRATION

Section 1: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXV, the matter shall be determined by arbitration as follows:
Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.
After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.
- (b) No one shall serve as an arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;
 - (iii) is, or has been, within a period of eight (8) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the USW, or a Company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all **their** rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to 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 **their** decision within fourteen (14) days following completion of the hearing.
- (f) The Parties shall appoint a panel of eight (8) arbitrators. The single arbitrator shall be selected from this panel. If the Parties fail to appoint the required eight (8) arbitrators, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the arbitrator required.
- (g) The single arbitrator shall be selected from the panel of eight (8) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of **their** selection the dispute shall be reassigned to the next arbitrator in the rotation.

Section 2: Expedited Arbitration

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

- (a) Two arbitrators will be selected to serve as Chairpersons to resolve disputes referred to expedited arbitration. The parties will each select one Chairperson who will provide available dates for hearings.
- (b) The agreement of both parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both parties.
- (c) The parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration, unless there is mutual agreement to extend the time limit.
- (d) The parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the parties will be exchanged at that same time.
- (e) No legal counsel will be used by the parties during the course of the hearing. Witnesses and oral submissions from the parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration and interpretation matters. Decisions of the Chairperson are to be rendered within 10 days of the hearing.
- (g) The parties agree that the decision of the chairperson is final and binding and will not be subject to appeal or review.
- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

Section 3: Cost Sharing

The parties shall jointly bear the cost of the arbitrator.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at such a place as may be decided by both Parties.

ARTICLE XXVI – 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 XXVII – HUMANITY FUND

Section 1: Humanity Fund

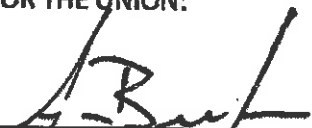
- (a) The Company agrees to deduct on a bi-weekly basis the amount of not less than \$0.01 per hour from the wages of all employees in the bargaining unit for all hours worked.
- (b) The Company shall pay once every three months the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.
- (c) The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this article.

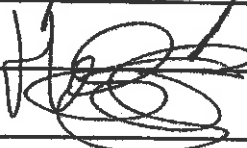
ARTICLE XXVIII – DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15th day of June 2014, to midnight the 31st day of December, 2024, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within one (1) month immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the office of Pacific Custom Log Sorting Ltd., or at the office of Local 2009, USW within one (1) month immediately preceding the 31th day of December, 2024. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c.244, is excluded from the Agreement.
- (c) As of December 31st, 2020, Pacific Custom Log Sorting Ltd., will no longer pay the \$0.05 Education Fund.
- (d) As of June 15, 2014, inclusive of this agreement, (June 15, 2014 to December 31st, 2024), Pacific Custom Log Sorting Ltd., will no longer be considered a “me too” and will not be bound by the “Coast Pattern Agreement” or any other agreement other than that which has been independently bargained between PCLS and the USW Local 2009.

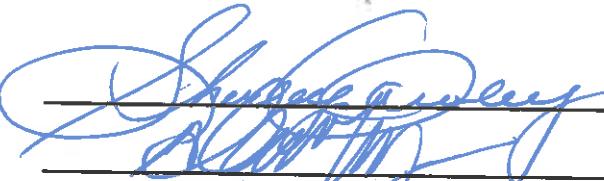
Signed this 10th day of February, 2021


FOR THE UNION:





FOR THE COMPANY:





SUPPLEMENT NO. 8

ALTERNATE SHIFT SCHEDULING

As referred to in Article V of the Collective Agreement

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

1. FLEXIBILITY OF HOURS OF WORK

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

2. SHIFT SCHEDULING

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

3. IMPLEMENTATION

- (a) Any implementation of an alternative shift must be done with bona fide business rationale. The Company will provide the business rationale demonstrating the need for an alternative shift, complete with the nature and details of the proposed alternative shift.
- (b) The business rationale will be reviewed by the Local Union and Plant/Camp Committee. The Company will provide information to the Union respecting how the shift schedule provided in Article V is not meeting the Company's business purposes.
- (c) The Company agrees to work cooperatively with the Local Union and Plant/Camp Committee and will ensure that all relevant information is provided. The Local Union and Camp Committee will have the opportunity to review the business rationale and within a two(2) week period propose alternatives.
- (d) If the Union's alternative proposal is not accepted, the Company will detail the reason(s) why, and may implement the alternative shift proposed by the Company upon 72 hours' notice, or sooner in cases of other circumstances not in the control of the Company.
- (e) If the Company accepts the alternative proposal, there will be a three (3) month trial period to evaluate that alternative.
- (f) There will be a review of the alternative that was implemented and if the review demonstrates that the business rationale is not being achieved, the Company may implement the alternate shift schedule as proposed by the Company upon 72 hours; notice.

- (g) Any dispute arising from this implementation process that the Company and the Local Union and Plant/Camp Committee are not able to resolve may be referred to the Shift Dispute Resolution procedure.

4. GENERAL PRINCIPLES

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

- (a) The Company agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period. The averaging period will be the period of one shift cycle for any alternate shift schedule implemented in accordance with this article taking into account all the relevant circumstances. Prior to the introduction of the alternative shift the shortest possible averaging period will be determined.
- (d) Overtime will not be scheduled as part of an alternate shift schedule. When alternate shift schedules are in place, the overtime provisions in Article V, Section 2, will apply, except as referenced in (g) below.
- (e) All existing alternate shift agreements shall not be superseded by Article V, Section 2, except by agreement between the Company and the Local Union.
- (f) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (g) Other Articles of the Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- (h) Employees who are scheduled to work an alternate shift schedule of less than 40 hours per week over an averaging period will nevertheless be paid 40 hours' pay. When an alternate shift schedule is used, each individual shift must be at least eight (8) hours long.
- (i) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- (j) An employee whose rest days are changed by the Company under an established alternate shift schedule shall receive rate and one-half for work performed on ~~his~~ their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Company.
- (k) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.
- (l) Where the Company does not provide to the employee seventy-two (72) hours' notice of a change to an employee's work schedule, the employee will be paid at a rate and one-half for ~~his~~ their first shift on the new schedule. The Company will not change an employee's work schedule to avoid a statutory holiday.
- (m) For ten (10) hour shifts, rest periods will be one (1) ten (10) minute break and one (1) fifteen (15) minute break plus a one-half (1/2) hour unpaid meal break.

- (n) For twelve (12) hour shifts, rest periods will be two (2) fifteen (15) minute breaks plus a one-half (1/2) hour unpaid meal break. On a continuous twelve (12) hour shift schedule, the meal break will be paid at straight time rates. "Continuous twelve (12) hour shift schedule" means that there are two 12-hour shifts in a 24-hour period.
- (o) **Statutory Holiday**
- (i) **Immoveable Statutory Holidays** (five in manufacturing, four in logging): Labour Day, Remembrance Day, Christmas Day, Boxing Day, and New Year's Day are "immoveable" statutory holidays. The Company will not, except in cases of operational emergency, compel employees to work "immoveable" statutory holidays.
 - (ii) **Moveable Statutory Holidays:** Notwithstanding Article X, Section 9, the Company, with the exception of the immoveable statutory holidays, shall have the right after consulting with the Local Union to require an employee to observe a Statutory Holiday on a day that is not the day on which the Statutory Holiday is normally observed. In all events, an employee will be entitled to a compensating day off, which shall be scheduled by mutual agreement within a 90-day period. In the event the company and the union are unable to agree on the scheduling of a substitute holiday within the 90-day period, the parties may agree to schedule it outside the 90-day period.
 - (iii) Where a statutory holiday falls on an employee's rest day, the holiday is to be rescheduled on a work day to occur within a 90-day period, the parties may agree to schedule it outside the 90-day period by mutual agreement.
 - (iv) **Identification of Moveable statutory Holidays:** Where an alternate shift equally bridges a holiday and a non-holiday (such as a shift from 1800h to 0600h), absent agreement between the Company and the Union, the company determines which shift is to be observed as the Statutory Holiday.
 - (v) **Payment for working Statutory Holidays and Substituted Statutory Holidays:** Employees whose Statutory Holiday is rescheduled under this paragraph will be paid consistent with Article X, Sections 1 and 2 if they work the substituted Statutory Holiday. Specifically, an employee who works a moveable Statutory Holiday is paid at straight time rates. Where the Company and Union agree that the employee will not take a compensating day off and will work the "substituted" statutory holiday, the rate to be paid is double rate and one-half.
- (p) **Statutory and Floating Holidays** will be paid as per the employee's regular schedule.
- (q) **Bereavement Leave and Jury duty** shall be paid consistent with Article XVII. These days will be paid at the regular daily wage consistent with the work schedule.
- (r) **Shift Differential** shall be paid only for those hours worked outside the recognized dayshift for those employees working the alternate schedule in effect for that crew working in that part of the operation.
- (s) For those employees working an alternate shift schedule with shifts over eight (8) hours the sixty (60) working days referenced in Article XVI – Seniority, Section 6: Probationary Period

– will be changed to four hundred and eighty (480) working hours in a six-month floating period.

- (t) The company will provide notice of two weeks of discontinuance of any alternate shift implemented, except where a change in shift schedule is due to other circumstances not in the control of the Company. This discontinuance will not result in any overtime payments provided the full averaging period has been completed.

5. SHIFT DISPUTE COMMITTEE

- (a) The Parties agree that if the objectives sought in alternative scheduling are misunderstood the potential for disputes and disruption is assured. Therefore, it is further agreed that a proper dispute resolution procedure is necessary to ensure the ongoing viability of the Company.
- (b) The Parties agree to appoint high level representatives to a Shift Resolution Committee that will endeavor to resolve disputes through a problem solving approach.
- (c) The Shift Resolution Committee may assist with the implementation of shifts contemplated to meet an operational need or resolve implementation issues the Company and Local Union have been unable to resolve.
- (d) The Shift Resolution Committee will rely on the negotiated language and any other practical approaches that may assist.
- (e) In general, the terms of reference will be as follows:
 - 1. Emphasis on resolving alternate shifting disputes at the operational level between the Parties in the event they have reached an impasse.
 - 2. Defined timelines for advancing and investigating unresolved disputes.
 - 3. Written statement of facts provided by the Local Union and the Company to clarify the issues in dispute.
 - 4. No lawyers involved to allow the parties to explore practical solutions to the dispute.
 - 5. The use of a Facilitator to assist the parties in a non-binding manner.
 - 6. The Shift Resolution Committee may refer any unresolved issues respecting implementation of an alternate shift schedule to expedited arbitration pursuant to Article XXVI, Section 2 of the Collective Agreement. The jurisdiction of an arbitrator appointed under this section is limited to examining whether or not the implementation process in this article has been followed.
- (f) Nothing in this section is intended to prevent or delay the implementation of an alternate shift schedule by the company.

FOR THE UNION



FOR THE COMPANY

