



# **COLLECTIVE AGREEMENT**

## **2020 - 2025**

**ISLAND TIMBERLANDS LP  
NORTHWEST BAY OPERATION**

**AND**

**UNITED STEELWORKERS  
LOCAL 1-1937**

**Effective June 15, 2020**

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## 2020 – 2025 COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 11<sup>th</sup> day of June A.D. 2020.

BETWEEN:

**ISLAND TIMBERLANDS LP  
NORTHWEST BAY OPERATION**  
(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

**UNITED STEELWORKERS  
LOCAL 1-1937**  
(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 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.

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

### ARTICLE I – BARGAINING AGENCY

#### Section 1: Recognition

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

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

### **Section 2: Seniority Application**

- (a) Where the Union holds a certificate of bargaining authority covering a large area in which the Company has two or more distinct logging operations, and distance makes the application of seniority impractical, it is agreed that the following principles shall apply:
  - (i) There shall be separate seniority for each operation.
  - (ii) In the event of a closure or layoff of any of the camps concerned, other than normal seasonal shutdowns, the Company shall give hiring preference to those people laid off in accordance with the provisions of Article XVI, SENIORITY, Section 1 when they are hiring for another operation included in the same certification.
- (b) Details of application of the said principles shall be worked out between the Company and the Union.

### **Section 3: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement, which come within the scope of collective bargaining between employer and employee. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings.

### **Section 4: Bargaining Authority**

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

### **Section 5: Access to Operation**

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

## **ARTICLE II – EMPLOYER'S RIGHTS**

### **Section 1: Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, 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 them for proper cause.

## ARTICLE III – 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 all new employees with a copy of the Collective Agreement and an introductory meeting with a representative of the Shop Committee at the time of hiring.

### Section 2: Union Shop

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

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

### Section 3: Charge Hands

Charge Hands are bargaining unit employees who 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 jobs.

Charge Hands shall not have any management authority to hire, discipline, or discharge.

### Section 4: Maintenance of Membership

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

### Section 5: Contractors

- (a) Unless otherwise by law, upon signing any new or renewed commercial contracts where a USW certified contractor working for the Company is not in good standing with respect to monetary obligations(s) related to Health and Welfare plans, Pension Plan and/or Union dues or assessments, the Company shall hold back funds payable to the contractor, up to the amount in arrears, within ninety (90) days of notification by the Local Union, the benefit plan providers or the Pension Plan administrators. In the event that the amount owing from the Company to the contractor is less than the amount of the arrears, the Company will continue to hold back amounts until the arrears are satisfied. Fund held back by the Company shall be forwarded to the Local Union, or benefit plan providers as appropriate, unless the contractor clears the amount in arrears. Any dispute over the amount of the dues or assessments-related holdbacks shall be between the Union and the contractor.
- (b) All USW certified contractors in logging operations shall not sub-contract out any part of their work to non-union contractors. (See Supplement No. 6)
- (c) Where the Local Union finds a contractor in non-compliance due to:
  - (i) Not forwarding a check-off form within the contractual time frame; or
  - (ii) Not providing the Union a seniority list within a reasonable timeframe, after receiving the request from the Union, up to twice per year.



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

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

#### **Section 6: Discharge of Non-members**

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

#### **Section 7: Union Membership**

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of the Local Union and the Council of Steelworker Locals.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

#### **Section 8: 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 to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

The assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution. The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

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

#### **Section 9: 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 10: 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 to the Collective Agreement.

#### **Section 11: Employee Discipline**

The Company will ensure that whenever an employee is disciplined for any reason, a Camp/Plant Committee member, available at the time of discipline, shall be present. In the absence of a Camp/Plant Committee member the employee can choose an available worker of his choice as his representative.

## ARTICLE IV – SHOP COMMITTEE

### Section 1: Definition

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

### Section 2: Composition

The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

### Section 3: Notification

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

### Section 4: Exceptions

The provisions of Section 1, 2, and 3 will not apply in reference to:

- (a) Article XVIII – Health & Safety Committee, and
- (b) Article XXIX – Right of Reference Committee

## ARTICLE V – HOURS OF WORK

### Section 1: Hours and Overtime

- (a) The regular hours of work in the Operation shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below. Production employees shall be paid rate and one-half for Saturday and/or Sunday 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 the control of the Company.
- (d) If a Statutory Holiday occurs during the workweek, 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.
- (e) There shall be a minimum of eight (8) hours free from work time between shifts, except in cases of emergency.
- (f) In the implementation of the Company's Alcohol and Drug Policy, any employee who is required to stay after their scheduled shift or return to the job site in order to be tested as per the Alcohol and Drug Policy shall be paid all appropriate wage rates, including overtime, until the employee is released.

The following are exceptions to Clauses (a) and (b), namely:

- (i) Firefighters;
- (ii) Watchmen employed in logging camps where operations are suspended.

### Section 2: Alternate Shift Scheduling

- (a) Notwithstanding Article V, Section 1, the Company may implement alternate shift schedules, subject to Supplement No. 1, which may include Saturdays and Sundays, without overtime penalty, provided the principle of the 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) Supplement No. 1 – Alternate Shift Scheduling, contains the agreed upon general principles and parameters for the establishment, implementation, or discontinuance of alternate shift schedules.

### Section 3: Casual Work

- (a) The term "casual work" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees".
- (b) Casual work on production will be paid for at one and one-half times job rate.
- (c) Casual work on maintenance, repair, and preparatory work will be paid for at straight-time job rate.
- (d)
  - (i) Weekend work performed by casual employees, laid-off regular employees, and part-time employees will be paid for at straight-time job rate except as provided in (ii) herein.
  - (ii) A laid-off regular production employee shall be considered a production employee during the weekend of the week he is laid off and will be paid rate and one-half for any work he performs on either Saturday or Sunday except as provided in Section 1(b) above.
- (e) Regular laid-off employees shall not be classified as casual employees and shall have preference for available work over the said casual employees.
- (f) The employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and, subject to clause (e), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

**Section 4: Saturday and Sunday Work**

- (a) Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employee and the Company. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday. However, these employees shall be paid at rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of these employees if worked unless a change in rest days has been agreed upon between the employee and the Company.
- (b) For the purpose of this Section, employees shall be maintenance workers.

**Section 5: Tuesday to Saturday**

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

**Section 6: Completion of Afternoon Shift**

It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight-time.

**Section 7: Hot Meals**

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

**Section 8: No Work Guarantee**

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

**ARTICLE VI – TECHNOLOGICAL CHANGE****Section 1: Joint Committee**

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

**Section 2: Advance Notification**

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

**Section 3: Retraining**

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

**Section 4: Rate Adjustment**

- (a) An employee who is set back to a lower paid job because of mechanization, technological change, or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 5 below, providing he exercises this option within the above-referred-to 6-month period.
- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XVI - SENIORITY brought on by mechanization, technological change, or automation he will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this 6-month period the rate of his new regular job will apply.

**Section 5: Severance Pay**

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

**Section 6: Option**

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

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

**ARTICLE VII – APPRENTICESHIP**

The purpose of this Article is to provide employees with the opportunity to receive occupational and vocational training through apprenticeship. The use of equitable apprenticeship selection criteria will give the Company reasonable assurances that the apprentice, upon completion of the apprenticeship, will become a proficient tradesperson.

**Section 1: Joint Apprenticeship Committee**

A Joint Apprenticeship Committee will be established.

The Joint Apprenticeship Committee will:

- (a) Be composed of three (3) members selected by the Union and three (3) selected by the Company.
- (b) Periodically review the Apprenticeship Selection Procedure and test that will have a passing requirement of seventy-five percent (75%) or other such test as agreed upon. Tests may include areas such as reading, comprehension, computer literacy, writing ability, inspections, process monitoring, problem-solving, accuracy, checking, mechanical/electrical aptitude, spatial relations, and shop math.
- (c) Periodically review standard interview questions and techniques for the purpose of Section 2 (f) below.

- (d) Periodically review self-evaluation tests.
- (e) Periodically review appropriate physical requirements for each trade for the purpose of Section 2 (g) below.
- (f) Provide guidance and assistance to the Company and the Union.
- (g) Monitor and analyze the success rate of the apprentices.
- (h) Make a progress report to the bargaining committee six (6) months following its establishment and each six (6) months thereafter.
- (i) The current Memorandum of Agreement – Selection of Apprentice Procedure is included in the Appendix to this Collective Agreement.

## Section 2: Apprenticeship Selection

Recognizing that it is the intent of the Company and the Union to create apprenticeship opportunities, apprentice selection will be carried out at the operation level 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.
- (e) An Apprentice Selection Committee made up of two (2) employee representatives and two (2) employer representatives will be established to administer the procedures contained in this agreement. The makeup of the Committee will consist of:
  - One Company representative from the host operation, preferably from the hiring trade
  - One Union representative from the host operation, preferably from the hiring trade
  - One Company representative not associated with the host operation
  - One Union representative not associated with the host operation

The Union is responsible for the appointment of employee representatives to the selection committee.

- (f) Up to ten (10) of the senior candidates who have satisfied the exam requirements will participate in an interview with the Apprenticeship Selection Committee. If there is no successful candidate from the first group, the process will be repeated for up to the next ten (10) senior candidates that have satisfied the exam.
- (g) The Senior Candidate who completes Section 2 (c), (d), and (f) will be required to be "deemed fit to perform the trade" as certified by the appropriate medical practitioner.
- (h) The Senior Candidate who satisfies all of the above criteria will be awarded the apprenticeship posting.
- (i) All successful candidates will receive orientation in the Apprenticeship Program. There will be a training plan developed for each indentured apprentice. Competency of each apprentice will be reviewed throughout the program.

**Section 3: Other Provisions**

- (a) Employees presently working in any trade as covered in Articles VII and VIII will not be eligible.
- (b) Successful applicants will be assigned as apprenticeship helpers for a probationary period of One Hundred and Eighty (180) days.
- (c) In the event that the successful candidate voluntarily decides to go back to his previously held job or is removed from the program less than one hundred and eighty 180 calendar days after the date of the original posting, the next most senior applicant who passes all the selection criteria will be selected.
- (d) Where an applicant has failed to pass the Apprenticeship Selection Exams, he will be eligible to bid and be re-tested one (1) additional time on a future apprenticeship posting.
- (e) An applicant who fails the Apprenticeship Selection Exams twice may be re-tested for any future apprenticeship posting if he completes relevant upgrading.
- (f) Test results will be kept on file for three (3) years. Anyone applying for an Apprenticeship Posting within that three (3) year period may have their results applied for purposes of that posting.
- (g) The Company and Union may agree to implement apprentice rotation throughout operations in order to provide a broad range of training opportunities in the trade.
- (h) The referenced Apprenticeship Selection test material will be available to the members of the Selection Committee.
- (i) Apprenticeship Selection Exams will be reviewed annually and upgraded as needed.
- (j) The Company and the Union will monitor and analyze the success rate of the Apprentices.

**Section 4: Trades**

The table below outlines the current number of training weeks and qualifying work hours for the skilled trades that are commonly employed at the Company. Up to date information on the training requirements for these and other recognized trades can be obtained from the Industry Training Authority of British Columbia ([www.itabc.ca](http://www.itabc.ca))

Occupation	ITA Trade Designation	Number of In-School Weeks of Training	Number of Levels	Number of Qualifying Work-based Training Hours
Heavy Duty Mechanic	Heavy Duty Equipment Technician	28	4	6000
Welder	Welder C, B, A	24	4	4680

**Section 5: Tests**

Upon completion of each period of training in the post-secondary institution, an apprentice will be required to pass a comprehensive examination. In the event of failure to pass such comprehensive examination, the apprentice will be given a second opportunity, but in the event of failure to pass on the occasion of the second such examination he shall be required to withdraw from the Program.

**Section 6: Assignment as Helper**

All successful applicants will be registered as apprentices 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 assignment unnecessary.

**Section 7: 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)
- (b) 3 Level Program  
 Helper (start of apprenticeship)  
 Level 1 Apprentice (Helper) (1st level apprenticeship completed)  
 Level 2 Apprentice (Improver) (2nd level apprenticeship completed)  
 Journeyman (3rd level apprenticeship completed and journeyman ticket awarded)

**Section 8: Tools**

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

**Section 9: Qualifications**

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

**ARTICLE VIII – WAGES****Section 1: Rates**

- (a) The parties agree that the wages of all hourly rated employees covered by the Agreement shall be increased by:
- Effective June 15, 2020 2%
  - Effective June 15, 2021 2%
  - Effective June 15, 2022 3%
  - Effective June 15, 2023 2.5%
  - \*Effective June 15, 2024 as per Benefits and other Monetary Changes below:

**Benefits and other Monetary Changes:**

- Except as modified herein and upon being provided with full disclosure of all negotiated changes, the Company agrees it will adopt and fund all other benefits and monetary changes negotiated between the United Steelworkers Local 1-1937 and Western Forest Products Inc., for the period of June 15, 2024 to midnight June 14, 2025, to the extent that the Company is required to fund the particular benefit or



monetary change under the Collective Agreement. Benefits and monetary changes refer to but are not limited to, Health and Welfare improvements, Pension contributions (employer and employee), premiums, Humanity and Education funds, safety equipment, and job rate revisions.

- Benefit and monetary changes will not include changes such as those related to permanent and partial closure language, hours of work language, call time language, contracting out language, holidays and vacation language, leaves of absence language, seniority language, harassment language, and other non-direct benefit or monetary issues that may be negotiated between the United Steelworkers Local 1-1937 and Western Forest Products Inc., for the period of June 15, 2024 to midnight June 14, 2025.

(b) Certified Tradesmen shall be grouped as follows:

	Effective June 15, 2020 Per Hour	Effective June 15, 2021 Per Hour	Effective June 15, 2022 Per Hour	Effective June 15, 2023 Per Hour
<b>Certified Logging Tradesmen</b>				
<b>HEAVY DUTY MECHANIC (GROUP 1)</b>				
Journeyman (with certificate)	\$44.59	\$45.48	\$46.84	\$48.01
Journeyman (no certificate)	\$43.02	\$43.88	\$45.20	\$46.33
Improver (last 6 months of Apprenticeship)	\$40.14	\$40.94	\$42.17	\$43.22
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$39.69	\$40.48	\$41.69	\$42.73
Improver (2 <sup>nd</sup> Yr. Apprenticeship completed)	\$37.90	\$38.66	\$39.82	\$40.82
Helper (1 <sup>st</sup> Yr. Apprenticeship completed)	\$37.03	\$37.77	\$38.90	\$39.87
Helper	\$36.56	\$37.29	\$38.41	\$39.37
	Effective June 15, 2020 Per Hour	Effective June 15, 2021 Per Hour	Effective June 15, 2022 Per Hour	Effective June 15, 2023 Per Hour
<b>MACHINIST, STEAMFITTER-PIPEFITTER, CONSTRUCTION MILLWRIGHT/CARPENTER, AUTO MECHANIC ELECTRICIAN (GROUP 2)</b>				
Journeyman (with certificate)	\$44.31	\$45.20	\$46.56	\$47.72
Journeyman (no certificate)	\$42.73	\$43.58	\$44.89	\$46.01
Improver (last 6 months of Apprenticeship)	\$39.87	\$40.67	\$41.89	\$42.94
Improver (3 <sup>rd</sup> Yr. Apprenticeship completed)	\$39.43	\$40.22	\$41.43	\$42.47
Improver (2 <sup>nd</sup> Yr. Apprenticeship completed)	\$37.64	\$38.39	\$39.54	\$40.53
Helper (1 <sup>st</sup> Yr. Apprenticeship completed)	\$36.79	\$37.53	\$38.66	\$39.63
Helper	\$36.33	\$37.06	\$38.17	\$39.12
<b>WELDER (GROUP 2)</b>				
Journeyman (with DPW #1, #2, #3)	\$44.31	\$45.20	\$46.56	\$47.72
Journeyman (no certificate)	\$42.73	\$43.58	\$44.89	\$46.01
Improver (last 6 months of Apprenticeship)	\$39.87	\$40.67	\$41.89	\$42.94
Improver (2 <sup>nd</sup> Yr. Apprenticeship completed)	\$39.43	\$40.22	\$41.43	\$42.47
Helper (1 <sup>st</sup> Yr. Apprenticeship completed)	\$37.64	\$38.39	\$39.54	\$40.53
Helper	\$36.33	\$37.06	\$38.17	\$39.12
<b>BODY SHOP REPAIRMAN (GROUP 2) RAIL CAR REPAIRMAN</b>				
Journeyman (with DPW #1, #2, #3)	\$44.31	\$45.20	\$46.56	\$47.72
Journeyman (no certificate)	\$42.73	\$43.58	\$44.89	\$46.01
<b>POWER SAW MECHANIC (GROUP 3) BRIDGEMAN TIRE REPAIRER/TIRE VULCANIZER</b>				
Journeyman (with certificate)	\$43.96	\$44.84	\$46.19	\$47.34
Journeyman (no certificate)	\$42.38	\$43.23	\$44.53	\$45.64
Improver	\$37.38	\$38.13	\$39.27	\$40.25
Helper	\$36.05	\$36.77	\$37.87	\$38.82

(c) The minimum rate for common labour shall be \$30.97 per hour effective June 15, 2020, \$31.59 per hour effective June 15, 2021, \$32.54 per hour effective June 15, 2022, and \$33.35 per hour effective June 15, 2023.

**Section 2: Falling and Bucking**

- (a) The daily rate for fallers and buckers will be \$448.22 per day effective June 15, 2020, \$457.18 per day effective June 15, 2021, \$470.90 per day effective June 15, 2022, and \$482.67 per day effective June 15, 2023.
- (b) The hourly rate for fallers and buckers will be \$56.03 per hour effective June 15, 2020, \$57.15 per hour effective June 15, 2021, \$58.86 per hour effective June 15, 2022, and \$60.33 per hour effective June 15, 2023 for all hourly compensation provisions, except travel time.
- (c) The general wage increases for all employees provided for in Section 1(a) of this Article have been incorporated into the rates described in (a) and (b) above.
- (d) The Company will arrange for the supply and maintenance of all necessary tools for falling and bucking.
- (e) It is agreed that fallers and buckers will be expected to fall and buck timber for six and one-half (6-1/2) hours each regular working day.
- (f) The Company agrees that it will not issue or continue any falling and bucking contracts after June 15, 1972 where the falling and bucking contractor employs a piecework falling and bucking system.

**Section 3: Tools**

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

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

**Section 4: Rate Revision**

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

**Section 5: Shift Differential**

The first shift, which may vary in individual operations, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of one dollar and thirty-one cents (\$1.31) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed other than on regular shifts shall be paid the one dollar and thirty-one cent (\$1.31) premium rate for all hours worked outside the recognized day shift.

**Section 6: Jobs and Equipment**

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

- (a) Advance notice of change to Local Union.
- (b)
  - (i) New jobs shall be posted in accordance with Article XVI, Section 4(a).
  - (ii) Significantly revised jobs shall be posted if requested by the Shop Committee.

- (c) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (d)
  - (i) The applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
  - (ii) Management shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and his interim rate from the date he started the new or revised job.
- (f) Rate negotiations to be guided by the following principles:
  - (i) Job analysis to be based on all factors including skill, knowledge, responsibility, and job conditions.
  - (ii) Failing satisfaction at the Local level the Union would have the right of referral to a National authority.

**Section 7: Standard Logging Wage Scale**

	Effective June 15, 2020	Effective June 15, 2021	Effective June 15, 2022	Effective June 15, 2023
<b>Group 1</b>	<b>\$31.37</b>	<b>\$32.00</b>	<b>\$32.96</b>	<b>\$33.78</b>
Camp Watchman/Gateman				
Labourer				
Bullcook/Bedmaker				
<b>Group 2</b>	<b>\$31.62</b>	<b>\$32.25</b>	<b>\$33.22</b>	<b>\$34.05</b>
Powder Packer				
Roadman				
<b>Group 3</b>	<b>\$31.90</b>	<b>\$32.54</b>	<b>\$33.52</b>	<b>\$34.36</b>
Tree Planter				
<b>Group 4</b>	<b>\$32.19</b>	<b>\$32.83</b>	<b>\$33.81</b>	<b>\$34.66</b>
Drillers Assistant				
Cat Swamper				
Truck Greaser & Clean-up				
Bundler Helper (Dryland Sort)				
Chokerman				
Tire Changer				
Log Dump Helper				
<b>Group 5</b>	<b>\$32.48</b>	<b>\$33.13</b>	<b>\$34.12</b>	<b>\$34.97</b>
Crew Bus Driver				
Chaser				
Head Bundler (Dryland Sort)				
Boomman				
Second Loader				
Forestry Crewman I				
Engineering Crewman I				
Heli-log Chokerman (see Note 1)				

<b>Group 6</b>	<b>\$32.72</b>	<b>\$33.37</b>	<b>\$34.37</b>	<b>\$35.23</b>
Boring Machine Operator				
Towboat Deckhand				
Chokerman/Electronic Chokers				
Long Line Yarding Chokerman - Drop Line System				
<b>Group 7</b>	<b>\$33.20</b>	<b>\$33.86</b>	<b>\$34.88</b>	<b>\$35.75</b>
Swifter Winch Operator				
Utility Man - Grapple Yarding				
Long Line Yarding Chaser - Drop Line System				
Forestry Crewman II				
Engineering Crewman II				
Powderman				
Baker + Board				
Second Cook + Board				
<b>Group 8</b>	<b>\$33.63</b>	<b>\$34.30</b>	<b>\$35.33</b>	<b>\$36.21</b>
Rubber Tired Skidder Operator				
Bulldozer Operator (Ballast/Fill)				
Landingman				
Long Line Yarding Chaser - R.W. - Radio-controlled Motorized Carriage				
Log Dump Operator				
Second Boomman				
Boom Boat Operator				
Bundling Machine Operator (water)				
Back Hoe Operator				
Gravel Truck Driver				
Small Mobile Drill Operator				
Truck Driver - Explosives				
Excavator Operator - Ballast				
Heli-log Strip Runner (see Note 1)				
<b>Group 9</b>	<b>\$34.25</b>	<b>\$34.94</b>	<b>\$35.99</b>	<b>\$36.89</b>
Full-Time First Aid Attendant Level 3				
Grader Operator				
Front End Loader Operator				
Gradall Operator				
Bulldozer Operator - Utility				
Rigging Slinger - R.W.				
Rubber Tired Skidder Operator - Grapple				
Forestry Crewman III				
Engineering Crewman III				
Dryland Sort Utility Man				
Head Cook (Small Crew) + Board				
Heli-log Head Chaser (see Note 1)				
Heli-log Feeder Boat (see Note 1)				

<b>Group 10</b>	<b>\$34.95</b>	<b>\$35.65</b>	<b>\$36.72</b>	<b>\$37.64</b>
Slack Line Rigging Slinger - R.W.				
Slack Line Second Rigger				
Head Boomman				
Log Grader				
Licensed Scaler/Grader (cubic)				
Rubber Tired Skidder Operator - Live Boom with Grapple				
Rigging Slinger - R./W./Electronic Chokers				
Steel Spar Operator				
Head Cook (medium & large crew) + Board				
Heli-log Road Runner (see Note 1)				
Warehouse Person				
<b>Group 11</b>	<b>\$35.90</b>	<b>\$36.62</b>	<b>\$37.72</b>	<b>\$38.66</b>
Front End Log Loader				
Bulldozer Operator - Grade				
Long Line Yarding Second Rigger - Drop Line System				
Long Line Yarding Rigging Slinger - R.W. - Drop Line System				
Steel Spar Slack Line Operator				
Steel Spar Hooker - R.W.				
Forestry Crewman IV				
Engineering Crewman IV				
Truck Dispatcher				
Rock Driller - Tractor, Tank or Air Track				
Landing Bucker (see Note 2 - Landing Bucker)				
Heli-log Second Hook Tender (see Note 1)				
<b>Group 12</b>	<b>\$36.88</b>	<b>\$37.62</b>	<b>\$38.75</b>	<b>\$39.72</b>
Forestry Crewman V				
Long Line Yarding Machine Operator - Drop Line System				
Long Line Yarding Rigging Slinger - R.W. - Radio-controlled Motorized Carriage				
Licensed Scaler/Grader (fbm & cubic)				
Log Truck Driver				
Excavator (Building Grade)				
<b>Group 13</b>	<b>\$37.87</b>	<b>\$38.63</b>	<b>\$39.79</b>	<b>\$40.78</b>
Mobile Grapple Yarder Operator				
Dryland Sort – Juicer (Log Loader) Operator				
Log Loader Operator				
Hoe Chucker				
Dryland Sort - Log Stacker				
Dryland Sort - Front End Log Loader				
Dryland Sort - Grapple Operator, Mobile or Stationary Bunks				
Dryland Sort - Bucker				
Processor Operator				
Heli-log Hooker (see Note 1)				

<b>Group 14</b>	<b>\$38.93</b>	<b>\$39.71</b>	<b>\$40.90</b>	<b>\$41.92</b>
Mobile Grapple Yarder Hooker/Mobile Back Spar Tender – R.W.				
Slack Line Hook & Rig - R.W.				
Log Loader Operator - Super Snorkel				
Heli-log Bull Hooker (See Note 1)				
Wagner - Heavy Lift				
<b>Group 15</b>	<b>\$39.95</b>	<b>\$40.75</b>	<b>\$41.97</b>	<b>\$43.02</b>
Long Line Yarding Hook & Rig - R.W. Drop Line System				
Steel Spar Hook & Rick (Conventional) or Grapple Yarding (see Note 3)				
<b>Group 16</b>	<b>\$40.99</b>	<b>\$41.81</b>	<b>\$43.06</b>	<b>\$44.14</b>
Mechanical Tree Harvester - Production				
Feller-Buncher Operator				

**Note 1:** *The wage groups for these Heli-log categories include the applicable Radio or Radio Whistle premium where required.*

**Note 2: LANDING BUCKER**

*Effective the date of ratification, the "Landing Bucker" position is moved from Group 13 to Group 11. Employees as of July 23, 2010 who performed the Landing Bucker position on a regular basis, or who held a posting, will be grandfathered and will maintain their existing hourly rate and will receive future wage adjustments accordingly. Certified Fallers who successfully bid into the "Landing Bucker" position will be paid in accordance with Group 13. On the date of ratification employees, other than those listed above, who successfully bid into the "Landing Bucker" position, will be paid in accordance with Group 11.*

**Note 3: Hooktenders**

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

MISCELLANEOUS	Effective	Effective	Effective	Effective
	June 15, 2020	June 15, 2021	June 15, 2022	June 15, 2023
Falling & Bucking - Hour	\$56.03	\$57.15	\$58.86	\$60.33
Falling & Bucking - Day	\$448.22	\$457.18	\$470.90	\$482.67

First Aid Ticket - Level 2 – Certification – Occupational Rate + 50¢  
 Level 3 Certificate - Occupational Rate + \$1.00/hr  
 Level 3 – Designated First Aid – Occupational Rate + \$1.50/hr

Drillers and Powdermen (with valid ticket) - Occupational Rate + 20¢/hr  
 Radio Whistle - Occupational Rate + 15-1/2¢/hr (other than designated rigging categories)  
 Low Bed - Occupational Rate + 40¢/hr  
 Charge Hands - Occupational Rate + 22¢/hr

**Note: Operational Categories will be listed on individual wage scales.**

The general wage increases provided for in Section 1(a) of this Article have been incorporated into these rates.

**Logging Wage Rate Revisions**

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

- (a) (i) Advance notice of change to the Local Union.
- (ii) A prescribed application form is to be submitted to the Company and Local Union.
- (iii) The Company and the Local Union shall meet and agree on an interim rate for the changed or new category.
- (iv) Failing agreement within 50 calendar days of the date of the application, the request will be

referred to the Logging Sub-Committee. The composition of this Committee to be agreed to by the Joint Negotiating Committee.

- (v) Local management and the Local Union will be responsible to forward the application and the required changes on the prescribed job description to the Logging Sub-Committee.
  - (vi) Rate negotiations by the Sub-Committee to establish a new rate will be guided by factors including skill, knowledge, responsibility, and job conditions. The Sub-Committee will, by touring or whatever is necessary, establish a new rate within 60 calendar days of receiving the request. Failing agreement, the matter will be referred to the Joint Negotiating Committee.
  - (vii) Where final agreement is reached, the parties are required to submit the final rates for completion of appropriate Letters of Understanding and updating of wage supplements. Where final agreement is not reached, the matter may be referred by either party directly to arbitration pursuant to Article XXX, Section 2.
- (b) (i) New jobs shall be posted in accordance with Article XVI, Section 4(a).
  - (b) (ii) Significantly revised jobs shall be posted if requested by the camp committee.
- (c) An employee shall receive the interim rate until such time as a new rate is negotiated.
  - (d) When a new permanent rate is agreed upon or awarded by an arbitrator, the applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists.
  - (e) When a new permanent rate is agreed upon or awarded by an arbitrator, all employees shall receive the difference between that rate and the interim rate from the date the application is submitted per (a) (ii) or a date deemed appropriate by the Joint Logging Sub-Committee or the arbitrator.

**Section 8: First Aid Attendant Training**

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

**Section 9: First Aid Ticket Premiums - Designated Duty First Aid Attendants**

Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid:

- a) Occupational Rate + Premium:
  - Level 2 - Fifty cents per hour (50¢/hr.)
  - Level 3 – One dollar per hour (\$1.00/hr.)
  - Level 3 – Designated First Aid – Occupational Rate + One dollar and fifty cents per hour (\$1.50/hr.)
- b) **Full-time First Aid Attendants will be paid as follows:**

	Effective June 15, 2020	Effective June 15, 2021	Effective June 15, 2022	Effective June 15, 2023
Level 2 - Group 7 (Logging)	\$33.20	\$33.86	\$34.88	\$35.75
Level 3 - Group 9 (Logging)	\$34.25	\$34.94	\$35.99	\$36.89

**Section 10: Rates**

The general wage increase provided for in Section 1(a) has been incorporated into all rates under this Article.

## ARTICLE IX – PAY DAYS

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

Specifically, Pay Deposit Notices will identify information pertaining to separate itemized descriptive listings of all earnings (including but not limited to rates paid, hours worked, dates worked, premiums applied, lost time, and vacation pay) and a separate itemized descriptive listing of all employee deductions and deductions paid by the employer on behalf of the employee (including but not limited to union dues, statutory deductions, pension, long term disability, and all other health & welfare benefits). All earnings and deductions for the current period will be accompanied by the same corresponding year-to-date information.

All employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the employee's pay into the account directly by electronic means (e.g. direct deposit). All current and new employees are to be paid by direct deposit only and shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit, and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

## ARTICLE X – STATUTORY HOLIDAYS AND FLOATING HOLIDAY

### Section 1: Logging Camps

- (a) All employees in logging camps 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 and Christmas Day will be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b) or Section 2(b)B.
- (b) An hourly rated or piecework employee in a logging camp who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
  - (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XVII, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

### Section 3: Sunday Holidays

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



**Section 4: Saturday Holidays**

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

**Section 5: Weekly Work Schedule**

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

**Section 6: Holiday Shift**

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

**Section 7: Casual Employees**

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

**Section 8: Arrangement for Change**

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

Notwithstanding the above, in logging, a Statutory Holiday may be observed on another mutually agreed upon day in a week other than the week in which it occurs. An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

**Section 9: Personal Floating Holiday****(a) Personal Floating Holiday**

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

**(b) Qualifying Conditions**

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

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

- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight-time rates will apply.
- (viii) With the agreement of the Company, an employee may waive the right to a Floating Holiday, with pay in lieu.

**ARTICLE XI – VACATIONS WITH PAY**

**Section 1: Entitlement**

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

QUALIFYING PERIOD	WEEKS OF ANNUAL VACATION ENTITLEMENT	VACATION PAY RECEIVED	
		The Greater Of	
		Percent of Wages Method (See Section 4 for details)	Regular Job Rate Method (See Section 5 for details)
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 or greater	7**	15%	280 Hrs.

\*Subject to the provisions of Section 3 herein, the additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

\*\*Subject to the provisions of Section 3 herein, the additional week(s) of vacation provided for in this Section may be taken consecutively.

**Section 2: Vacation Pay on Termination**

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

**Section 3: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) The employee will have the option to forego (i.e. be "paid out") any part of their earned vacation, except as may be required by law.

**Section 4: Payment of Vacation Pay**

- (a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The Company's present cut-off or anniversary date method shall be continued unless a change is agreed upon between the Company and the Local Union.
- (b) For the purposes of this Article, the rate of the employee's regular job will be the rate of the employee's regular job at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when an employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
  - (i) In the case of one (1) year, one percent (1%) of his gross earnings between the date of employment and the date of the last common cut-off date;
  - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two percent (2%) of his gross earnings between the date of his last anniversary date and the date of the last common cut-off date.
- (d) Employees shall have the ability to draw from accrued vacation pay once yearly beyond the vacation pay cut-off date. Any such withdrawal shall be deducted from the vacation pay paid out at the time of the common cut-off period.

**Section 5: Vacation Pay - Percentage of Wages Method**

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

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided that the employee returns to his employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XVII, Section 5.
- (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 6.
- (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 6: Qualifications for Vacation Pay - Regular Job Rate Method**

- (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 his anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
- (i) All hours worked;
  - (ii) Statutory Holiday hours;
  - (iii) Jury and Crown witness duty;
  - (iv) Bereavement leave;
  - (v) Vacation hours;
  - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by 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 his 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 his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
  - (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
  - (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.

## ARTICLE XII – CALL TIME

### Section 1: Where No Work

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

### Section 2: Where Work Commences

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

### Section 3: Early Shift

This Section only applies to employees in logging operations who are called for work on early shift necessitated by fire hazard or other reason.

- (i) An employee who on reporting finds no work available shall be entitled to four (4) hours' pay at the usual rate. This shall not apply if the Company gives sufficient notice cancelling the call.
- (ii) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.

- (iii) In the event that an employee commences work on his shift and the operation closes after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

#### **Section 4: Night Logging**

This Section only applies to employees who are called for work on night logging.

- (i) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.
- (ii) In the event that an employee commences work on his shift and the operation closes after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

### **ARTICLE XIII – TRAVEL TIME**

- (a) Employees, except fallers, in all logging operations, shall be paid at straight-time rates for time spent on Company property in excess of eight and one-half (8-1/2) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said eight and one-half (8-1/2) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunchtime exceeds one-half (1/2) hour.

Nothing in this provision shall be read in such a way as to reduce an employee's regular daily hours of work from eight (8) hours.

- (b) Fallers shall be paid at straight-time rates for time spent on Company property in excess of seven (7) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to the said point, provided always that the said seven (7) hour period is based upon one-half (1/2) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunchtime exceeds one-half (1/2) hour.

Nothing in this provision shall be read in such a way as to reduce the requirement of fallers to fall and buck timber for six and one-half (6-1/2) hours each regular working day.

- (c) For purposes of (a) and (b) above, 'straight-time rates' means 75 percent of the employee's regular job rate, or the Group 1 Labourer rate, whichever is the greater.
- (d) Employees, except fallers, away from the designated marshalling point in excess of ten (10) hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of ten (10) hours.
- (e) Fallers away from the designated marshalling point in excess of nine and one-half (9-1/2) hours shall be paid at rate and one-half calculated on the basis of (c) above for the period in excess of nine and one-half (9-1/2) hours.
- (f) The provisions of this Article apply to any water travel involved between the marshalling point and the worksite.
- (g) The Company shall avoid unnecessary delay in transporting employees from the marshalling point to the place of work and return.
- (h) It is hereby expressly provided that this Article shall not be interpreted to provide for the payment of Travel Time for the same hours that an employee, including an employee who is a faller, is working and is being paid at overtime rates of pay. In the application of this provision, the operator of crew transportation being paid overtime rates of pay shall be excluded from any travel time payments.

## ARTICLE XIV – HEALTH AND WELFARE

### Section 1: Board of Trustees

The Board of Trustees composed of four (4) members representing USW and four (4) members representing the Industry, are responsible for the administration of the USW-Coastal Forest Industry Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals, and Health and Welfare problems directly related to the Plan.

### Section 2: 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.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee is \$150,000, with 24-hour coverage, on or off the job.
- (c) Weekly Indemnity as follows:  
The Weekly Indemnity benefit rate will be equal to the Employment Insurance (EI) weekly rate plus \$100 effective August 1, 2014.

Effective June 15, 2015, the Weekly Indemnity rate will be increased by two hundred (\$200) dollars by the Company through self-insurance at no cost to employee. The self-insured amount will be payable by the Company to the employee when the employee's Weekly Indemnity claim is accepted by the insurance benefit carrier.

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 provisions of the Weekly Indemnity Plan benefits.

A "No Downs" provision is in effect so that the benefit level will not 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. 1 that a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury, or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate 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. 1 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 will penalize employers in Health and Welfare Plan No. 1 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 Plan No. 1 are hereby directed to jointly develop and introduce into the Plan an experience-rated rebate system 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) Laser Surgery - Section 6.03 of the Plan Text permits 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 his/her first day of disability.
- (vi) The Trustees of the IWA-Forest Industry Health and Welfare Plan No. 1 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.

### Section 3: Medical Coverage

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

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;
- (b) The vision care limit will be six hundred dollars (\$600) per member or dependent in any 24-month consecutive period. This benefit will be amended to include the cost of laser eye surgery and/or eye exams.
- (c) The Physiotherapist / Massage Practitioners' limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- (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 dollars (\$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 per calendar year.
- (g) The Hearing Aids limit will be five hundred and fifty dollars (\$550) every five years. The same five hundred and fifty dollars (\$550) limit will be established per member or dependent, every five years, unless there is alternate coverage provided for.
- (h) Medical Travel - Effective January 1, 2015, the maximum medical travel allowance payable, on behalf of any member or dependent, will be \$1,000 per calendar year.
- (i) The annual Extended Health Benefits Plan benefits deductible for an individual or family will be seventy-five dollars (\$75.00).
- (j) The Extended Health Benefit Plan's lifetime maximum payable shall be:
  - Increase to \$150,000, June 15, 2015
  - Increase to \$200,000, June 15, 2016
  - Increase to \$250,000, June 15, 2017
  - Increase to \$300,000, June 15, 2018
- (k) The Company will provide employees with an Extended Health Benefit Pay-Direct Card based on a Provincial Pharmacare only formulary patterned after the existing IFLRA-USW model in the Southern Interior, effective January 1, 2008.

- (l) Effective the month following the date of ratification generic drug pricing will apply unless the physician directs the pharmacist in writing that the patient must receive the prescribed patented drug. Effective October 1, 2010, a \$5 per prescription deductible will be implemented.

#### Section 4: 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 to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- (d) Coverage will be portable in all units covered by collective agreements between members of Forest Industrial Relations Limited, the Interior Forest Labour Relations Association, the Council on Northern Interior Forest Employment Relations, Canfor Limited, Western Forest Products Inc., all other coastal forest industry employers, USW-Coastal Forest Industry Health & Welfare Plan 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.
- (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.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (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 his place of residence in British Columbia unless his 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.
- (j) Effective June 15, 2015, the Company agrees to reimburse employees for the cost of all work-related medical exams.

#### Section 5: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
  - (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees. White Fillings will be eligible under the dental plan subject to the existing deductions in the Plan.



- (ii) Prosthetics, crowns, and bridges (Plan B) - the Plan pays 60% of approved schedule of fees.
- (iii) Orthodontic (Plan C) - the Plan pays 60% of approved schedule of fees (lifetime maximum \$4,000), with no waiting period.
- (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) years, 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.

#### ARTICLE XV – 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 this agreement, contributions from the Employer and the Employee to the Plan will be reduced from \$1.20 per Employee per hour worked (60 cents per hour from the Employee and 60 cents per hour from the Employer) to 76 cents per Employee per hour worked (38 cents per hour from the Employee and 38 cents per hour from the Employer).
- (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 Employer and Employee.
- (d) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- (e) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (f) 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.
- (g) 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 XVI – SENIORITY

### Section 1: Principle

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

### Section 2: Reduction & 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 camp seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
  - (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his camp seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect to apply his seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided, however:
  - (i) If during the layoff period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.
  - (ii) The application of this provision shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

### Section 3: Retention During Layoff

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

- (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, up to an additional twelve (12) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one day's work.

It shall be the Company's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify the Company in writing of any change of address.

**Section 4: Job Posting**

- (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 logging operations, the employer may temporarily fill the vacancy until a permanent replacement is decided through the application of seniority.

**Section 5: Departments**

The Shop Committee and the Company shall meet immediately after the conclusion of the Agreement and outline the basis of departments for seniority purposes. It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operation.

**Section 6: 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) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of sixty (60) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided, however, that the probationary period of sixty (60) working days shall only be cumulative within the six (6) calendar months following the date of entering employment.
- (b)
  - (i) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal workweek, subject to competency.
  - (ii) It is further agreed that in the application of (i) above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24-hour period.

**Section 7: Absence Without Leave**

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

**Section 8: 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 and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

**Section 9: Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:

- (i) If the Supervisor has the bargaining unit seniority, he shall revert back to his previously held job, or,
  - (ii) If the Supervisor does not have the bargaining unit seniority as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered, or,
  - (iii) If the Supervisor does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of the Collective Agreement.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment.

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

### **Section 10: Seniority and Sub-contracting**

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

## **ARTICLE XVII – LEAVE OF ABSENCE**

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

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

### **Section 2: Pregnancy & Parental Leave**

- (a) Female employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) A female employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Section 2(a).
- (c) On the advice of her doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Section 2(d).
- (f) An employee's combined entitlement to leave under Section 2(a) and Section 2(d) is limited to 52 weeks; plus any additional leave the employee is entitled to under Section 2(b) or Section 2(e).

### **Section 3: Written Permission**

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

**Section 4: Family Responsibility and Compassionate Care Leave****Family Leave:**

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

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

**Compassionate Care Leave:**

- (a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild, or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step-children, and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after:
  - (i) the date the certificate is issued, or
  - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section, no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
  - (i) the family member dies;
  - (ii) the expiration of 26 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

**Section 5: Compassionate Leave**

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

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for the application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

**Section 6: Bereavement Leave**

- (a) When a death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, brothers-in-law, sisters-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 7: Jury Duty**

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

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company 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 Company will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

**Section 9: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial, or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

## ARTICLE XVIII – HEALTH & SAFETY COMMITTEE

### 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 effect 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, Camp Chair, Co-Chair of the OHSC, appropriate Safety Representatives and/or Crew Safety Representative, and representatives of the Union shall have the right to discuss matters dealing with health, safety, and environmental working conditions. Matters brought forward will be investigated promptly. To this end, the Joint Occupational Health & Safety Committees will be established.

The Company agrees to diligently follow the WorkSafe BC regulations and guidelines as defined. In addition, the Company agrees to maintain standing as a SAFE company with the BC Forest Safety Council.

### Section 2: Joint Occupational Health & Safety Committee

- (a) The Joint Occupational Health & Safety Committee (OHSC) format shall follow the WSBC regulations.

The Joint Committee must consist of worker representatives and Company representatives who have knowledge of the area they represent, and at least half shall be worker representatives. 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 required to be reported to WorkSafe BC shall be investigated by persons knowledgeable in the type of work involved.
- (c) The Company and Union agree to fully cooperate with the OHSC and the Company will provide them with reasonable facility for carrying out their inspections and investigations, and access to all reports, plans, and records pertinent to the work of the OHSC. Copies of Incident Reports and Accident Investigations shall be given to the Union Safety Officer, on the condition that the Union will not use the information for any purpose other than working with the Company to improve safety. It shall not be used for the purpose of litigation, or for any other purpose, against the Company, its Officers, Directors, employees or others, nor shall the Union, or anyone within the Union to whom the Union Safety Officer provides this information, disclose the information to any third party. The Union may, however, use this information in cases of discipline.
- (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 Company's aims and the responsibilities of the Company, supervisors, and workers, including contractors and sub-contractors;
  - (ii) provision 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 OHSC, to be utilized so that employee suggestions can be documented and dealt with promptly by the first-line supervisor. Suggestions will also be forwarded to the OHSC;

- (vi) provision for holding OHSC meetings at least monthly;
  - (vii) provision for the 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 OHSC minutes; and
  - (ix) provision by the Company 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 be advised when a WorkSafe BC inspector is conducting 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 OHSC meetings outside of working hours;
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate; and
- (c) Where OHSC meetings are held during working hours, with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

**Section 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 OHSC or their designates and if there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Manager and Local Union.

**Section 5: Injuries & Claims**

- (a) Should the Company request a meeting with an employee to discuss his claim with WorkSafe BC, he 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 his report, it shall be provided.

**Section 6: Serious Incidents & Dangerous Occurrences and Near Misses**

- (a) The Union Co-Chairperson or his designate and a member of the Occupational Health & Safety Committee, shall be notified promptly in order that they may attend the site of a serious incident or near miss required to be reported to the 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 the WorkSafe BC Officer authorizes such disturbance.
- (c) 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.
- (d) The Co-chairs of the Joint Occupational Health & Safety Committee or their designate shall accompany or appoint a worker representative; if possible, to accompany a WorkSafe BC inspector during workplace visits.



**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 he 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 to perform the work if he has 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) above must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) above must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) above 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:
  - (i) an employee member of the joint committee, or
  - (ii) another employee who is selected by the Union.
- (e) If the investigation under subsection (d) above 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.

The process as identified in the WSBC regulations is to be followed. The above are the key points, for complete details refer to the applicable regulations.
- (f) If the Company 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 the 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 his 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 able to return to work on the same day, the employee

shall be paid his 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 any transportation required for employees injured at work, to their final destination, whether it be a hospital or home.

### Section 10: Safety Equipment

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

1. Aprons	5. Dust protection
2. Hard hats	6. Eye protection
3. Welding goggles, etc.	7. Ear protection
4. Flotation equipment	8. Gloves
  - (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.

The Company shall make coveralls available and maintain same for use by Tradesmen.

- (b) The Company shall be required to make available at cost to those employees who are required to wear them, the following articles:
- |                 |              |
|-----------------|--------------|
| 1. Caulk boots  | 3. Rain gear |
| 2. Safety shoes | 4. Coveralls |
- (c) Companies that supplied safety equipment and clothing at no cost to the employee on the effective date of this Agreement will continue to do so at no cost to the employee.
- (d) 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 bases:
- (i) An employee who is required to wear caulk boots by WorkSafe BC in the course of his duties shall receive annually a one hundred and twenty dollars (\$120) caulk boot allowance, or
  - (ii) 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 dollars (\$250) caulk boot allowance.
- Seasonal layoffs shall not interfere with the qualifying period herein.
- (e) Work Boots – Effective June 15, 2016, the Company agrees to pay employees up to one hundred and seventy-five (\$175.00) dollars per contract year, upon receiving a receipt.

### Section 11: WHMIS

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

### Section 12: Contractors & Sub-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 13: Safety & Health Research Program**

The USW-Forest Industry Safety and Health Research Program will be maintained.

- (a) The Plan will be jointly trusteeed.
- (b) The Plan is to be funded on the basis of an Industry contribution of one-half cent (1/2¢) per hour per employee per hour worked.

**ARTICLE XIX – 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 as follows:

- Effective July 1, 2014 an increase to the employer per hour worked contribution of \$1.00 per hour worked resulting in a total of \$3.675 per hour worked employer contribution for the years 2014-2017. For the 2018 and 2019 contract year the employer contribution will match the contribution of the BC Northern and Southern Interior employers.
- Effective July 1, 2014 an increase to the employee per hour worked contribution of \$0.600 per hour worked resulting in a total of \$2.225 per hour worked employee contribution for the years 2014-2017. For the 2018 and 2019 contract year the employee contribution will match the contribution of the BC Northern and Southern Interior employees.

**ARTICLE XX – NEW AND EVOLVING WORK**

The Parties agree to a process, which will seek to balance the economic concerns of the Company while increasing access for Company crews to participate in new and evolving work within the Coastal Forest Industry.

The process is a complicated and delicate balance requiring the Company and Local Union to approach issues based on the points listed below.

- (a) It is desirable to have Company employees perform work for which they are reasonably capable within the bargaining unit, i.e.
  - 2<sup>nd</sup> Growth Harvesting
  - Phase contracting
  - Processing of lower value products
  - Value added
  - Remanufacturing
- (b) The Company and Local Union are committed to working together towards making new work opportunities available to Company employees. It is understood to accomplish these goals the parties must achieve:
  - (i) efficiency & cost effectiveness
  - (ii) quality objectives
  - (iii) safety
- (c) The Parties recognize that they cannot reasonably anticipate all circumstances and situations, which may arise, so cannot prescribe comprehensive solutions in advance.

- (d) There may be constraints which make it impractical or unreasonable for Company employees to perform all the work within the bargaining unit.
- (e) Issues must be resolved in a timely fashion.

### **Dispute Resolution Process**

In order to assist the Company and Local Union in resolving disputes, which may arise as a result of this Collective Agreement, the Company and the USW agree to:

- (a) Establish a joint Dispute Resolution Committee comprised of four (4) representatives from management and four (4) representatives from the Union to fact find and assist the Company and Local Union in reaching a solution. The parties agree to name the committee within thirty (30) days of execution of the Collective Agreement.
- (b) Management or Local Union can request the assistance of the Dispute Resolution Committee.
- (c) The Dispute Resolution Committee will utilize the services of facilitators, mediators or whatever means in order to reach a final recommended resolution.
- (d) Where the regular company employees are displaced by reduction in the harvest volume or other land-use decisions that result in the downsizing or closure of the logging operation, the parties agree to meet to discuss ways to mitigate against job loss.
- (e) If there is a dispute regarding the process outlined under this Article, either party may refer the matter to the grievance procedure, under Article XXVIII - ADJUSTMENT OF GRIEVANCES. The jurisdiction of an arbitrator appointed under this section is limited to examining whether or not the N.E.W. process has been followed.

## **ARTICLE XXI – EMPLOYEE WELLNESS**

### **Section 1: Employee and Family Assistance**

The Company will provide an employee and family assistance service. The Parties agree that the South Vancouver Island Assessment and Referral Service shall continue to be used for the term of the Collective Agreement.

### **Section 2: Human Rights**

The Company and Union agree that there shall be no discrimination against any employee because of a person's 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.

### **Section 3: Harassment and Bullying**

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

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and supervision and to provide a workplace free of harassment and/or bullying.

All harassment complaints originating in the workplace or Company related functions will be investigated. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

**ARTICLE XXII – EDUCATION FUND**

- (a) The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement.
- Effective June 15, 2015 the Company contributions to the Fund will increase \$0.01 per hour for a total of \$0.07 per hour worked per employee.
  - Effective June 15, 2016 the Company contributions to the Fund will increase \$0.01 per hour for a total of \$0.08 per hour worked per employee.
- (b) The Education Fund will be used specifically in the development and delivery of programs, which may include:
- Grievance Handling
  - Collective Bargaining
  - Environmental Issues
  - Land Use Issues
  - Stewards Training
  - Parliamentary Procedure and Public Speaking
  - Communication Skills
  - Leadership Training
  - Economic Issues
  - Benefits Training
  - Health and Safety
- (c) The Company shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the employees for whom the contributions were made and the hours worked by the employee.

**ARTICLE XXIII – 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. An employee who elected to opt-out of the Humanity Fund is required to contribute to the Fund effective June 15, 2015.
- (b) Prior to the 15th day of the month following said deduction, the Company shall pay 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. Alternative methods of forwarding payment to the National Office may be mutually agreed upon between the parties.
- (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 XXIV – SAFETY AND HEALTH RESEARCH PROGRAM**

The USW-Forest Industry Safety and Health Research Program will be maintained on the following principles:

- (a) The Plan will be jointly trusteed.
- (b) The Plan is to be funded on the basis of an Industry contribution of one-half cent (1/2¢) per hour per employee per hour worked.

**ARTICLE XXV – CONTRACTORS AND SUB-CONTRACTORS**

- (a) As of the date of the signing of the Memorandum of Agreement, the Industry agrees that as of the 5th day of December, 1986, the introduction of a Contractor or Sub-contractor into an operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.
- (b) A Joint Contracting Review Committee will be established. The Committee will be comprised of four (4) nominees from the USW and four (4) from the Industry.
- (c) The parties agree that if there is a dispute arising with respect to clause (a) herein, which the parties are unable to settle between themselves, the parties shall request the Joint Contracting Review Committee to assist them in resolving the dispute.
- (d) The parties agree that at the conclusion of the process outlined in clause (c), if a resolution is not reached, either party may request a hearing before the umpire with respect to the interpretation, application, operation, or alleged violation of clause (a) herein, and such a hearing will be arranged by the Joint Contracting Review Committee. The parties agree to four (4) named umpires: Vince Ready, David McPhillips, Corinn Bell, and Amanda Rogers.
- (e) If the parties are unable to agree on the selection of the umpire, the parties will request the Chief Justice of British Columbia to appoint the umpire, for the term of the Collective Agreement.
- (f) The umpire will be assisted by a nominee from each party.
- (g) The dispute shall be determined by arbitration on an expedited basis. The decisions of the umpire will be made in writing and all decisions will be final and binding upon the parties.
- (h) It is agreed that two (2) additional Contracting Out Umpires will be appointed by the Parties. The Parties must mutually agree to the three (3) Umpires selected for the term of the Collective Agreement.

**ARTICLE XXVI – PERMANENT CLOSURES**

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

**ARTICLE XXVII – SEVERANCE PAY FOR PERMANENT LOGGING CAMP CLOSURE**

- (a) Employees terminated by the employer because of permanent closure of a logging camp 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. 1, the severance pay available shall not exceed the maximum severance pay based on an eight-hour shift equivalent.
- (b) Where a logging camp is relocated and the employees involved are not terminated by the employer as a result of the logging camp relocation, they shall not be entitled to severance pay under this Article.

**ARTICLE XXVIII – ADJUSTMENT OF GRIEVANCES****Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises in the camp coming 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. A policy grievance filed or declared by a member of a Camp Committee, the Local Union, or by the Company, shall commence at Step Three of the grievance procedure. Where the Union and Company agree that a grievance is a group or et al. grievance, such grievance will begin at Step Two.

**Step Two**

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

**Step Three**

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

**Step Four**

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

**Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, and Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the camp, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

**ARTICLE XXIX – RIGHT OF REFERENCE****Section 1: Right to Refer**

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

**Section 2: Committee Composition**

The Right of Reference Committee shall consist of no more than three (3) representatives selected by the USW and no more than three (3) representatives selected by the Company.

**Section 3: Agreement**

When an interpretation of the Agreement has been referred to the Right of Reference Committee, this reference shall be for a period of thirty (30) days or longer by mutual consent of the Parties to this Agreement. In case the Right of Reference Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union involved and to the Company.

**Section 4: Arbitration**

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

**ARTICLE XXX – ARBITRATION****Section 1: Interpretation**

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

- (a) Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted. Within five (5) days of receipt of such notice and statement each Party shall refer the matter to the Interpreter selected by the Parties in accordance with the provisions of this Section.
- (b) The decision of the Interpreter will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to function under this Section.
- (d) Where there is a dispute about the facts and/or question in dispute or whether a matter is an interpretation of this Agreement, the Interpreter, once appointed to a dispute, shall have regard to the real substance of the matters in dispute and shall have the authority necessary to provide a final and conclusive settlement.

**Section 2: Grievances**

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

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

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

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

### **Section 3: Expedited Arbitration**

To facilitate the timely resolution of grievance matters which remain unresolved following conclusion of the procedures for Adjustment of Grievance contained in ARTICLE XXVIII, 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 ten (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 term of this Agreement.

### **Section 4: Cost Sharing**

The Parties shall jointly share the cost of the arbitrator.

### **Section 5: Place of Hearing**

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

## **ARTICLE XXXI – 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, counselled, 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 XXXII - DURATION OF AGREEMENT**


- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 15<sup>th</sup> day of June, 2020, to midnight the 14<sup>th</sup> day of June, 2025, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 15<sup>th</sup> day of June, 2025. 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 Collective Agreement.

**FOR THE UNION:**




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Brian Butler, President  
USW Local 1-1937




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Richard Arnason, 2<sup>nd</sup> Vice-President  
USW Local 1-1937

**FOR THE COMPANY:**




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Jeff Zweig  
Island Timberlands LP




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Benjamin Lee  
Island Timberlands LP

The attached Supplements are considered duly signed by the above signatories to this Collective Agreement.

**SUPPLEMENT NO. 1****ALTERNATE SHIFT SCHEDULING**

As referred to in Article V of the  
2020 - 2025 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 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 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 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 Collective 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 Supplement No. 1 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 Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- (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 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 rate and one-half for his 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 Holidays:
  - (i) Immoveable Statutory Holidays (four in logging): Labour Day, Remembrance Day, Christmas 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 8, 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 workday to occur within a 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 and Substituted Statutory Holidays: Employees whose Statutory Holiday is rescheduled under this paragraph will be paid consistent with Article VIII, Sections 1 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 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.
- (u) The Company agrees to not operate on a 4x4 alternate shift in timberlands, for a period of six (6) months, from the date of ratification of this Collective Agreement.

**5. SHIFT DISPUTE COMMITTEE**

- (a) The parties agree that if the objectives sought in alternate scheduling are misunderstood the potential for disputes and disruption is assured. Therefore, it is further agreed that a proper dispute resolution procedure is necessary to ensure the ongoing viability of the Company and the safety and wellbeing of its employees.
- (b) The parties agree to appoint high-level representatives to a Shift Dispute Resolution Committee (SDRC) that will endeavor to resolve disputes through a problem-solving approach.
- (c) The existing alternate shift schedule of any operation or any new alternate shift schedule the Company proposes to introduce into any of its operations, may be referred the SDRC.
- (d) The SDRC will have the following mandates:
  - a. To model alternate shift configurations at each operation, when requested by the Union, by taking into account:
    - (i) Safety concerns and data (for alternate shifts in logging, this shall include a thorough review of the report and recommendations on Alternate Shifting & Physically Demanding work created through Supplement No. 9)
    - (ii) Market and customer implications, including order file and business cycles;
    - (iii) Productivity and financial implications; and
    - (iv) Maintenance issues
  - b. To review the modeling information and outcomes, and where more than one shift will meet the Company's stipulated production requirements and is quantifiably similar to the Company's proposed shift applying the factors above, determine the preferred and optimal shift including the appropriate start times and frequency of swing shift rotation;
  - c. To consider employee emotional and physical impacts including fatigue and sleep debt and employee lifestyle concerns;
  - d. To conduct a reasonable trial period for an alternate shift selected under b. above, in an Operation, when requested by the Union
  - e. The SDRC may utilize the services of a mutually- agreed independent third party to review the data and information from the modelling exercise and any trials conducted to be paid for by the Company. The independent party will provide analysis only and will not make any judgment as to the merits of any of the shifts under consideration.
  - f. The SDRC will review the report created by the independent third party, if any, and will have access to all materials considered in creating the report.
  - g. The SDRC may recommend to the management at an operation that an alternate shift be replaced with a different shift provided that shift is quantifiably similar to the existing or proposed alternate shift. In other words, any shift recommended by the SDRC must meet the necessary production requirements.
  - h. If the management in the operation rejects the SDRC's recommendation, or the SDRC does not agree that one of the reviewed shifts is preferable to an existing or proposed alternate shift, the Union may refer the matter to a mutually-agreeable arbitrator, which will be cost-shared by the parties.

- i. The third-party arbitrator referred to in h. will receive oral and/or written submissions from the parties, and will render a non-binding shift recommendation, with reasons to the SDRC, the Union, and the Company within 14 days.
- j. If one of the parties does not agree that the SDRC has complied with the process or mandates above, either party may refer that matter to the expedited mediation-arbitration process under Section 105 of the BC Labour Relations Code.
- k. The parties agree the Company shall provide education to employees on circadian rhythms and ways to best deal with alternate shift schedules.
- l. The parties agree that, in the event an alternate shift trial in manufacturing requires additional employees, the parties will execute a letter of understanding for the purpose of voluntary loaning laid-off employees from one operation to another.

E. & O. E

**SUPPLEMENT NO. 2****MEMORANDUM OF AGREEMENT – FIRE FIGHTING**

The Company and the Local Union agree to the following terms and conditions for the duration of the current Collective Agreement during the "Company Responsibility Fires" in which the employer-employee relationship exists under the said Collective Agreement.

**1. DEFINITIONS**

- (a) **Accidental Fire:**  
Any fire not deliberately ignited by the Company to dispose of slash or waste and which requires active measures to extinguish.
- (b) **Slash Escape Fire:**  
Any slash fire ignited by the Company, which has escaped the predetermined boundaries and requires active measures to extinguish.
- (c) **Slash Control Fire:**  
Any slash fire ignited by the Company which is contained within the predetermined boundaries, or alternatively, any slash fire which has escaped such boundaries but is not considered out of control and does not require active measures as contemplated in (a) and (b) above.
- (d) **Company Responsibility Fire:**  
Any fire which the Company is responsible for taking measures to extinguish pursuant to the provisions of the Forest Act.
- (e) **Forest Service Fire:**  
Any fire in respect of which the BC Forest Service accepts responsibility for direction of measures to extinguish.
- (f) **Fire Fighting Rates:**  
The rates of pay for fighting Company Responsibility Fires hereinafter set out in this Agreement.
- (g) **Regular Job Rates:**  
Rates of pay to employees for the performance of their regular jobs, as set out in the Collective Agreement.
- (h) **Statutory Rates:**  
Rates of pay established by BC Forest Service for fire fighters.

**2. COMPANY CONTROLLED TIMBER**

- (a) Notwithstanding the foregoing, when the Company directs its employees to fight fire on Company controlled timber or to fight fire on property adjacent to Company controlled timber which is threatening Company controlled timber the Company will pay these employees at the fire fighting rates set out in Section 3 of this Supplement.
- (b) Where the BC Forest Service directs the Company to provide its employees for fighting fires in circumstances other than those set out in (a) above these employees will be paid at the Statutory Rates.

**3. FIRE FIGHTING RATES**

- (a) The basic rate shall be \$27.92 per hour effective June 15, 2015; \$28.62 per hour effective June 15, 2016; and \$29.34 per hour effective June 15, 2017; \$30.32 per hour effective June 15, 2018 and shall apply to all employees engaged in fighting Accidental or Slash Escape Fires except those performing one of the following fire fighting jobs:



CATEGORY	Effective June 15, 2020	Effective June 15, 2021	Effective June 15, 2022	Effective June 15, 2023
Crew Boss	\$35.43	\$36.14	\$37.22	\$38.15
Cat Operator	\$34.95	\$35.65	\$36.72	\$37.64
Power Saw Operator	\$37.87	\$38.63	\$39.79	\$40.78
Mechanics	... Mechanics Regular Job Rate ...			
Slip-on Tank &/or Trailer Tanks with Pump Operator	\$34.95	\$35.65	\$36.72	\$37.64
Water Tank Truck with Pump Driver/Operator	\$33.63	\$34.30	\$35.33	\$36.21
Service Truck/Bus Driver	\$32.19	\$32.83	\$33.81	\$34.66
Pumpman	\$32.72	\$33.37	\$34.37	\$35.23
Fire Fighter Basic Rate	\$31.75	\$32.39	\$33.36	\$34.19

The general wage increases provided for all employees in Article VIII, Section 1(a) have been incorporated into these rates.

- (b) Straight-time rates will apply to all employees throughout the period during which the said employees are engaged in fire fighting. This shall not include tradesmen, mechanics, or other categories servicing, or supplying fire fighters from areas removed from the area of the fire or fires unless the duties performed during any day in question are exclusively related to fire fighting operations.
- (c) Regular job rates will apply only for the duration of the regular production shift in which the fire started.
- (d) Where employees are working in job classifications during the fire fighting, other than those set out herein, job rates shall apply.

#### 4. BOARD AND LODGING

- (a) Employees who commute from home or camp are expected to "carry a lunch". Additional meals where required will be at Company expense.
- (b) Employees required to live away from their private residence will receive board and lodging at Company expense.
- (c) Employees living in fly camps will receive board and lodging at Company expense.

#### 5. TRAVEL TIME

Travel time for employees engaged in fire fighting will be paid in accordance with the Collective Agreement, except for the overtime provisions thereof.

#### 6. SLASH BURNING

- (a) All employees engaged in watching or controlling slash fires, which have been set by the Company, will be paid their regular job rate and overtime conditions will apply.
- (b) The arbitration award of the late Chief Justice Gordon McG. Sloan handed down on the 23rd day of February, 1948, shall apply to (a) herein.

7. **INTERPRETATIVE NOTES**

- (a) When active fire fighting ceases to be necessary, rates and overtime conditions for fire watchers will revert to the normal conditions provided for in the Collective Agreement.
- (b) Notwithstanding any of the conditions herein, if any equipment possessing residual value to the operation is manufactured or created, the work performed thereon shall be subject to regular rates.
- (c) The meaning of the word "extinguish" as used in this Agreement, shall include the act or process of suppression to the point when the fire requires fire watchers only.

8. All provisions of the Collective Agreement except as amended or modified herein shall continue to apply.

E. & O. E

**SUPPLEMENT NO. 3****WOODLANDS LETTER OF UNDERSTANDING**

BETWEEN:

**ISLAND TIMBERLANDS LP (the "Company")**

AND:

**UNITED STEELWORKERS, Council of USW Locals (the "Union")****The Company and the Union agree as follows:**

1. Except as provided in this Letter of Understanding, the existing rights and obligations of the Company and the Union under Article XXV of the Collective Agreement are not affected.
2. As of the date of this Letter of Understanding, but subject to paragraph 4 below, a Company may contract out a woodlands operation to a USW Certified Contractor on a stump-to-dump basis. The Company will consult with the Union prior to selecting a Contractor. By agreement between the Company and the Local Union, the operation may be sub-divided into two stump-to-dump contracts.
3. The Union and the Company agree, and the Contractor must also agree, that the Contractor will be deemed to be the successor employer under the Labour Relations Code including recognition of the seniority rights of all employees on the seniority list of the Company; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.
4. Notice under Section 54 of the *Labour Relations Code* will be provided to the Union prior to any Woodlands operations being contracted out under this Letter of Understanding. Discussions under Section 54 must include the Contractor(s).
5. In the event there is a surplus of employees created as the result of moving the woodlands operation or subdivision thereof to a Contractor, the Company will offer severance pay (calculated in a manner consistent with Article XXVII to the surplus employees. By agreement between the Company and the Union, the severance pay opportunities may be directed towards facilitating the severance of older workers who may volunteer for such severance.
6. In the event a surplus employee accepts the severance pay offered, the surplus employee will lose all seniority rights including preferential hiring rights under the Collective Agreement.
7. The commercial contract between the Company and the Contractor(s) will be for a period of not less than five years. In the event a contract is discontinued for any reason prior to its end date (e.g., insolvency of the Contractor or performance issues), a replacement contractor must be a USW Certified Contractor. The Union and the Company agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be the successor employer under the *Labour Relations Code*, including recognition of the seniority rights of all employees on the seniority list, for the remainder of the period of the contract; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.
8. If a Contractor is replaced after the initial 5-year period or any extension thereof, the commercial contract between the Company and the replacement Contractor must be for a period of not less than five years. The replacement Contractor must be a USW Certified Contractor. The Union and the Company

agree, and the replacement Contractor must agree, that the replacement Contractor will be deemed to be a successor employer to the initial Contractor under the *Labour Relations Code*, including recognition of seniority rights of employees on the then-existing seniority list; and generally, that Sections 35(1) - (5) of the *Labour Relations Code* apply.

9. Paragraphs 7 and 8 shall apply to all succeeding replacement Contractors.
10. In the event the operational responsibility for a woodlands operation or subdivision thereof is taken back by the Company, the Company will acknowledge and assume full successorship obligations under the *Labour Relations Code*, including recognition of seniority rights of employees on the then-existing seniority list.
11. If the Company sells or otherwise transfers its woodlands operations or Licences it will ensure that the purchaser or transferee agrees to assume the obligations of the Company set out in this Letter of Understanding.
12. If any dispute arises with respect to the interpretation or application of this Letter of Understanding, the parties will meet to discuss the dispute and if they are unable to resolve the dispute, the matter will be referred to David McPhillips for final resolution by mediation or arbitration. If Mr. McPhillips is unavailable, Corinn Bell will serve in his place. If Ms. Bell is unavailable, Amanda Rogers will serve in her place.
13. This Letter of Understanding does not apply to stump-to-dump contracts entered into prior to the date hereof.
14. The Company agrees that it will work with the Union to ensure that all its contractors pay their Collective Agreement obligations, including exploring the possibility of including "holdback" provisions in commercial contracts.
15. The Company agrees to allow the Union to review the signing and duration information of the Commercial contracts under the Woodlands Letter of Understanding once signed and a letter will be sent to the Union identifying the five (5) year term.

E. & O. E

**SUPPLEMENT NO. 4**  
**LETTER OF UNDERSTANDING**  
**PARTIAL CLOSURES IN LOGGING**

BETWEEN:

**ISLAND TIMBERLANDS LP (the "Company")**

AND:

**UNITED STEELWORKERS, Council of USW Locals (the "Union")**

Where a dispute arises regarding the permanent partial closure of a logging operation (which occurs when a distinct part of the operation has not operated for 24 months), and where the dispute has not been resolved at the local level, the issues in question may be referred to senior representatives of Island Timberlands and the USW - Wood Council for further review.

In conducting said review, the Parties will be guided by the provisions of the Collective Agreement and Section 54 of the BC Labour Relations Code. While not limited to the following, issues that the Parties will discuss and make best efforts to reach agreement on are:

- (a) Severance pay along with a corresponding reduction in the applicable positions within the Operation;
- (b) Retraining; and
- (c) Placement of qualified employees (based on seniority and competency) elsewhere in the operation.

Note that employees who accept severance will lose all rights under the Collective Agreement including seniority rights.

This process is intended to resolve all issues between the Parties and, as such, no further action will be taken by the Union relating to the part of the operation closed including pursuant to the Collective Agreement.

E. & O. E

**SUPPLEMENT NO. 5****LETTER OF UNDERSTANDING**

BETWEEN

**UNITED STEELWORKERS LOCAL 1-1937 (the "Union")**

AND

**ISLAND TIMBERLANDS LP (the "Company")**

Collectively referred to as "the parties"

**RE: MAINTENANCE SERVICE TIME AND HOOK TENDER RESPONSIBILITIES**

The purpose of this document is to clarify the duties and responsibilities of machine operators and hooktenders with the additional 40 minutes (2/3 hour) paid to employees working in those job categories at Island Timberlands LP logging operations. This policy is not intended to replace current practices that specifically address Maintenance Service Time.

**1. MACHINE OPERATORS****Maintenance Service Time Definition**

Maintenance Service Time refers to the performance of daily service checks and lubrication prior to the start of the shift and minor repairs/adjustments performed during the shift. Those employees whose job requires them to perform duties which fall under the heading of "Maintenance Service Time" will be paid 40 minutes at the overtime rate provided the regular workday is completed.

**Eligible Employees**

Those employees who are the operators of designated machines are covered by this policy.

*Note: employees newly assigned to operating a piece of equipment will receive an orientation with the Master Mechanic regarding the proper servicing.*

**Designated Equipment**

No changes from current practice.

**Duties and Responsibilities**

- Gather up the supplies, parts, etc. required for the worksite prior to marshalling time
- Complete the applicable checklist for the machine (i.e. logging truck drivers' pre-trip checklist)
- If there is no designated inspection checklist the operator should conduct a pre-operational inspection/walk-around consisting of:
  - a visual inspection for damage or leaks
  - checking the engine fluid levels, hydraulic fluid levels, and radiator coolant levels
  - Performing all lubrication and greasing requirements in accordance with the manufacturer's specifications or as demonstrated during an orientation.
- The equipment operators will be required to warm up the machine prior to the start of the shift.
- Monitor the operating performance of the machine throughout the shift and document and report all malfunctions. Check with the maintenance department to see that repairs were completed as required.
- Perform minor maintenance including but not limited to removing and replacing damaged hoses, tightening loose bolts, brake adjustment, tightening belts, fixing minor air leaks, etc. as required. Assist mechanics where possible.
- Fuel machine as required, out the regular shift if necessary.

Note: where a machine operator travels with a crew to a remote site, servicing will be completed as quickly and efficiently as possible at the beginning or end of the shift to minimize the disruption to the workday. At a minimum, before the shift begins the operator will

- Conduct a Pre-Trip walk-around looking for damage or leaks
- Check engine fluid, hydraulic oil, and radiator coolant levels
- Warm up the machine

During lunchtime or other idle time opportunities the operator will complete the remainder of the necessary servicing.

### **Tools**

Tools are the responsibility of the operator; however, tools broken on the job will be replaced in kind when presented to the master mechanic.

## **2. HOOKTENDERS**

Island Timberlands LP holds that hooktenders are leaders who take responsibility on their side in a number of key areas:

- Safety, including training, work practices and procedures, and equipment
- Communications with the crew as well as supervisors and others
- Equipment management
- Efficiency, quality, and production
- Operating mobile backspars

Hooktenders who assume these responsibilities will be paid 40 minutes at the overtime rate provided the regular workday is completed.

### **Eligible Employees**

#### **Hooktenders**

#### **Duties and Responsibilities**

- Set a high standard of safety by example and monitor practices on the side with teaching and interventions as required
- Ensure necessary equipment and supplies are gathered prior to marshalling time
- Discuss work plans with the supervisor prior to leaving the marshalling yard and debrief with the supervisor upon return to the marshalling yard at the end of the day
- Coordinate activities of the worksite during the shift to optimize quality, efficiency, and production.
- In the case of a mobile back spar, complete the designated inspection checklist or conduct a pre-operational inspection/walk-around consisting of:
  - A visual inspection for damage or leaks
  - Checking the engine fluid levels, hydraulic fluid levels, and radiator coolant levels
  - Performing all lubrication and greasing requirements in accordance with the manufacturer's specifications or as demonstrated during an orientation.
- Warm-up backspar and be ready to start at the beginning of the shift if necessary.
- Monitor the operating performance of the machine throughout the shift and document and report all malfunctions on a work order. Check with maintenance department to see that repairs were completed as required.
- Assist mechanics where possible performing minor maintenance and repairs.
- Fuel machine as required, outside the regular shift if necessary.

E. & O. E

**SUPPLEMENT NO. 6**  
**LETTER OF UNDERSTANDING**  
**SUB-CONTRACTING**

BETWEEN

**UNITED STEELWORKERS LOCAL 1-1937** (the "Union")

AND

**ISLAND TIMBERLANDS LP** (the "Company")

Collectively referred to as "the parties"

As referred to in Article III, Section 5(b) of the Collective Agreement, the following clarifies the intent and application of the sub-contracting language.

1. The language prevents a USW-certified contractor from sub-contracting any part of their work to a non-union sub-contractor than as described in paragraph 2 below.
2. The language does not apply where:
  - (a) the awarding of work in the operation is to a non-union contractor working directly for Island Timberlands or its Woodlands contractor prior to June 15, 2015;
  - (b) the type of work involved has not been traditionally performed union in the operation (examples can be warranty work, maintenance, fuel delivery, equipment delivery, tire repair); or
  - (c) it involves work carried out on Island Timberlands' non-certified lands that is not part of the regular work of the USW-certified contractor's crew.
3. Where a USW-certified contractor working directly for Island Timberlands, its Woodlands Contractor, or a USW bid contractor is not in compliance with Article III, Section 5(b) and this is brought to their attention, they are only required to advise the USW-certified contractor to comply with its obligations under its collective agreement with the Union. Island Timberlands, its Woodlands Contractors, or a USW bid contractor will also advise the Union in writing when it has advised one of its contractors to comply with its obligations.
4. Where a grievance is filed by the Union regarding a violation of Article III, Section 5(b), it shall be filed against the contractor who is not in compliance with Article III, Section 5(b).

Other:

For clarity, notwithstanding 2(c) above, the Union agrees that Island Timberlands has no obligations to the Union in respect of Island Timberlands' non-certified lands. Further, the Union agrees that the sub-contracting language or this addendum will not be used in any legal proceedings against Island Timberlands except in respect of the application of Article III, Section 5(b).

E. & O. E



**SUPPLEMENT NO. 7****MEMORANDUM OF AGREEMENT**

BETWEEN

**ISLAND TIMBERLANDS LP** (the "Company")

AND

**UNITED STEELWORKERS, LOCAL 1-1937** (the "Union")**SELECTION OF APPRENTICE PROCEDURE**

The Company and the Union agree to the following Apprentice Selection Procedure:

**PREAMBLE**

The purpose of this Memorandum is to provide employees with the opportunity to receive occupational and vocational training through apprenticeship. The application of the apprenticeship selection criteria contained herein will give the parties reasonable assurances that the apprentice, upon completion of the apprenticeship, will become a proficient tradesperson.

**1. APPRENTICE SELECTION COMMITTEE**

A Committee made up of a minimum of two (2) employee representatives and two (2) employer representatives will be established to administer the procedures contained in this Agreement.

The makeup of the Committee will consist of:

- One Company representative from the host operation, preferably from the hiring trade
- One Union representative from the host operation, preferably from the hiring trade
- One Company representative not associated with the host operation
- One Union representative not associated with the host operation

The Union is responsible for the appointment of employee representatives to the selection committee.

**2. JOB POSTING PROCEDURE**

Apprenticeship positions will be posted in accordance with the Company's job posting procedures.

**3. SELF EVALUATION TESTS**

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.

**4. CANDIDATE INFORMATION SESSION**

A session will be held with all candidates for the apprenticeship to provide them with an overview of the requirements of the Apprenticeship Program and the expectations of the respective Tradesperson position.

**5. APPRENTICESHIP SELECTION EXAM**

Candidates are required to meet or exceed the passing grades established jointly by the Company and the Union.

**6. INTERVIEW PROCESS**

Up to ten (10) of the senior candidates who have satisfied the exam criteria will participate in an interview with the Apprentice Selection Committee. If there is no successful candidate from this first group, the process will be repeated for up to the next ten (10) senior candidates that have satisfied the exam criteria.

**7. MEDICAL ASSESSMENT**

Successful candidates who passed the interview process must be deemed fit to perform the trade in question as certified by the appropriate medical practitioner.

8. APPRENTICE SELECTION

The senior candidate who satisfied the interview criteria and has been deemed fit to perform the trade will be awarded the apprenticeship posting.

9. TRAINING PLAN

All successful candidates will receive orientation in the Apprenticeship Program. There will be a training plan developed for each indentured apprentice. Competency of each apprentice will be reviewed throughout the program.

10. LIVING DOCUMENT

The Joint Company-Union Apprenticeship Committee will ensure that this Apprenticeship Selection Procedure will be reviewed annually and upgraded as needed.

11. OTHER PROVISIONS

- (a) Employees presently working in any trade will not be eligible.
- (b) Successful applicants will be assigned as helpers for a probationary period of 180 days.
- (c) In the event that the successful candidate voluntarily decides to go back to his/her previously-held job, or is removed from the program less than 180 calendar days after the date of the original position, the next most qualified applicant will be selected.
- (d) It is agreed that where an applicant has failed to pass the Selection Exam, he/she will be eligible to bid and be retested one (1) additional time on a future apprenticeship posting.
- (e) An applicant who fails the Selection Exam twice may be retested for any future apprenticeship posting if they complete relevant upgrading.
- (f) Test results will be kept on file for three (3) years. Anyone applying for an Apprenticeship Posting within that 3-year period may have their results applied for purposes of that posting.
- (g) Appendix 1 contains the tests.  
Appendix 2 contains a description of the tests.  
Appendix 3 contains a description of the form utilized to ensure the apprentice is fit to physically perform the tasks of the trade.

**SUPPLEMENT NO. 8**  
**ALCOHOL & DRUG POLICY CONDITIONS**  
  
LETTER OF UNDERSTANDING  
BETWEEN  
**ISLAND TIMBERLANDS LP** *(the "COMPANY")*  
AND  
**UNITED STEELWORKERS, LOCAL 1-1937** *(the "UNION")*

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

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

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

E. & O. E.

**APPENDIX 1****MEMORANDUM OF AGREEMENT**

BETWEEN

**ISLAND TIMBERLANDS LP** ("the Company")

AND

**UNITED STEELWORKERS, LOCAL 1-1937** (the "Union")

The Company-Union Apprenticeship Selection process will include the following exams/cut-off scores and the following interview structure:

**Mechanical Trades**

▪ Wonderlic Personnel Test (A, IV or V)	22
▪ Bennett Mechanical Comprehension (S or T)	48
▪ Flanagan Industrial Test (FIT) Arithmetic	29
▪ Flanagan Industrial Test (FIT) Tables	28
▪ Flanagan Industrial Test (FIT) Assembly	9
▪ Industrial Reading Test (A or B)	28

**Electrical Trades**

▪ Wonderlic Personnel Test (A, IV, or V)	24
▪ Bennett Mechanical Comprehension (S or T)	46
▪ Flanagan Industrial Test (FIT) Arithmetic	35
▪ Flanagan Industrial Test (FIT) Tables	30
▪ Flanagan Industrial Test (FIT) Patterns	8
▪ Industrial Reading Test (A or B)	34
▪ Flanagan Aptitude Classification (FACT) Reasoning	10

**Interview**

Standardized questions in the following categories. Each category will have a maximum score of 10, and the candidate must score 35 or higher to move to the next step.

- Safety Awareness
- Experience/Knowledge/Skills
- Work Performance
- Communications
- Interpersonal

**APPENDIX 2****MEMORANDUM OF AGREEMENT**

BETWEEN

ISLAND TIMBERLANDS LP (the "Company")

AND

UNITED STEELWORKERS, LOCAL 1-1937 (the "Union")

**Selection of Apprentices****Description of Aptitude Tests**

The Company-Union Apprenticeship Selection process includes the following exams:

**Mechanical Trades**

Wonderlic Personnel Test (A, IV, V)

This test measures an applicant's ability to learn specific tasks, solve problems, understand instructions, and apply knowledge to new situations.

Bennett Mechanical Comprehension (S or T)

This test assesses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

Evaluates an applicant's ability to add, subtract, multiply, and divide.

Flanagan Industrial Test (FIT) – Tables

Evaluates an applicant's ability to read tables quickly and accurately.

Flanagan Industrial Test (FIT) – Assembly

Evaluates an applicant's ability to visualize how separate pieces will look when assembled as a unit.

Industrial Reading Test (A or B)

This test measures an individual's ability to read and comprehend rules, regulations, and technical manuals through industry relevant passages and questions.

**Electrical Trades**

Wonderlic Personnel Test (A, IV, V)

This test measures an applicant's ability to learn specific tasks, solve problems, understand instructions, and apply knowledge to new situations.

Bennett Mechanical Comprehension (S or T)

This test assesses an applicant's mechanical aptitude.

Flanagan Industrial Test (FIT) – Arithmetic

Evaluates an applicant's ability to add, subtract, multiply, and divide.

Flanagan Industrial Test (FIT) – Tables

Evaluates an applicant's ability to read tables quickly and accurately.

Flanagan Industrial Test (FIT) – Patterns

Evaluates an applicant's ability to perceive and reproduce pattern outlines accurately.

Industrial Reading Test (A or B)

This test measures an individual's ability to read and comprehend rules, regulations, and technical manuals through industry relevant passages and questions.

Flanagan Aptitude Classification (FACT) – Reasoning

Evaluates an individual's ability to understand basic mathematical concepts and relationships.

**APPENDIX 3****MEMORANDUM OF AGREEMENT**

BETWEEN

**ISLAND TIMBERLANDS LP (the "Company")**

AND

**UNITED STEELWORKERS, LOCAL 1-1937 (the "Union")****Description of Medical Evaluation**

The purpose of the medical evaluation is to ensure that applicants, who have passed both the aptitude tests and the interview, have no pre-existing medical condition that would prevent them from being deemed fit to perform all aspects of the specific tradesman's job.

The medical evaluation assesses critical job related visual and physical demands.

The medical evaluation process should contain the following:

- Professional opinion of a qualified medical professional that the applicant is of a state of general health that he/she can safely undertake the job-specific functions.
- An eye exam to ensure the candidate meets visual acuity requirements of the trade.

The apprenticeship candidate must satisfy the job-specific vision and functional requirements.

A general description of the vision, colour discrimination, hearing, body position, limb coordination, and strength requirements for the various trades can be found in the Human Resources and Social Development Canada Career Handbook. The Career Handbook website is [www23.hrdc-drhc.gc.ca/ch/e/docs/ch\\_welcome.asp](http://www23.hrdc-drhc.gc.ca/ch/e/docs/ch_welcome.asp). To locate the physical requirements for each trade on this website, click on "Classification Structure", then click on "Skill Type 7 Trades, Transport ..." You can now locate the particular trade that is of interest and identify the general physical requirements of that trade.

**ADMINISTRATIVE NOTES TO COLLECTIVE AGREEMENT**

1. It is understood by both parties to this Collective Agreement, that in the event the Company starts up a Sawmill manufacturing unit, the former provisions of the Collective Agreement that reference "Sawmills" will be reinstated.
2. The Company will send a letter (under separate cover) to the existing USW primary contractors as identified in negotiations advising said contractors that the Company and the Local Union have agreed to terms of a new collective agreement. The Company has no objection to the respective contractors aligning the term of their collective agreement with that of Island Timberlands LP, for the duration of their commercial contract with Island Timberlands. The contract discussions and subsequent negotiations are between the respective contractors and the Local, but Island Timberlands is supportive of this initiative. The identified primary contractors are: Sayward Timber, Fred Morris and Sons, Antler Creek Logging, Parker Brothers, Challenger Enterprises, Copcan, Seaspray, Saunders Trucking, Bjornson Contracting, and Elco.
3. The Company agrees that any new non-USW certified conventional harvesting phase or stump to dump contractor granted a commercial contract entitling them to work in blocks covered under the Work Area Agreement will be USW certified. The contractor will agree to the terms and conditions of the Island Timberlands Collective Agreement, and sign the agreement prior to starting work, for the duration of their commercial contract within the said blocks covered under the Work Area Agreement.
4. The Company agrees to abide by the terms and conditions of any Plan changes as deemed necessary by the respective Trusteed Plans. This includes the Health & Welfare Plan, Pension, and Long Term Disability Plans.

E. & O. E

**LETTER OF UNDERSTANDING**

**COMPETITIVE ADVANTAGE**

**BETWEEN:**

**ISLAND TIMBERLANDS LP**

(the "Company")

**AND:**

**UNITED STEELWORKERS, Local 1-1937**

(the "Union")

This Letter of Understanding undertakes to provide certain assurances to the Company with respect to any competitive advantage a competitor in the Coastal Forest Industry may obtain during negotiations and during the "closed period" of their respective collective agreement.

In the event that a competitor in the Coastal Industry achieves a significant competitive advantage, the Local and the Camp Committee will work proactively with the Company to determine what alternatives could be implemented to offset such a competitive advantage.

- (a) Discussions will occur between the Parties as to the terms of the alternative(s) and relative impacts on the business and employees; with a focus on:
  - (i) Mitigating any disadvantage;
  - (ii) Looking for innovative solutions to improve productivities and reduce costs; and
  - (iii) Looking for ways to be the Industry leader in safety, environment, and quality.
- (b) The Local, the Camp Committee and the Company will actively work towards finding solutions and then implementing said alternatives. Quantifying the benefit will be a key role of the joint Operations Committee.
- (c) The focus of these alternatives will be to improve work place flexibility. The Parties agree to discuss these alternatives with the objective to ensure the Company is the Industry leader in safety, environment, quality, productivity, and costs.
- (d) When these alternatives are implemented, the improvements will support the objectives of the Performance Improvement Plan.

This Letter of Understanding shall be effective from the date of signing and remain in effect for the term of the Collective Agreement.

Nothing in this Letter of Understanding will require that the Parties come to an agreement on any of the alternatives as identified. The purpose of this letter is to have open and honest dialogue to promote continuous improvement in our Operation.

Read, Agreed and Accepted this day

March 20, 2018.



Richard Amason  
2<sup>nd</sup> Vice President  
United Steelworkers Local 1-1937



Mark Leitao  
Director, Operations  
Island Timberlands LP