COLLECTIVE AGREEMENT

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

("Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL NO. 8

("Union")

April 1, 2021 - March 31, 2027

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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 parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from sexual and personal harassment.

The Company and the Union agree to abide by the terms and conditions set out in this Agreement.

It is recognized to be the duty of the Company to explain fully the terms of this Agreement to all its management, foremen and others engaged in a supervisory capacity and it is recognized to be the duty of the Union to explain

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fully the terms of this Agreement to its members. It is also recognized to be the duty of the Company and the Union to instruct their respective representatives and/or members to act in accordance with the terms of this Agreement.

Whenever 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

The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 1225 Clarke Road, Qualicum Beach, B.C., except office staff and those employees with the authority to hire, discipline, or discharge.

Section 2: Meetings

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

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Section 3: Bargaining Authority

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

Section 4: Access To Operation

Official Union representatives shall obtain access to the Company's operations for the purposes of this Agreement by written 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.

Section 5: Bulletin Board

The Company shall supply a bulletin board for the exclusive reasonable use of the Union for the posting of its notices.

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ARTICLE II - EMPLOYER RIGHTS

Section 1: Management And Direction

The management and the operation of the Company and the direction and promotion of the working forces is vested exclusively in the Management.

Section 2: Hiring And Discipline

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

Written notices of discipline contained in an employee's personnel file which are more than three (3) years old from the date of issuance shall not be used by the Company to support any subsequent disciplinary action provided that in the interim there has been no other discipline.

The Company will ensure that whenever an employee is being disciplined for any reason, a Union Shop Steward, available at the time of discipline, shall be present. In the absence of a Union Shop Steward, the employee can choose an available worker of their choice to be their representative.

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Section 3: Conducting Work

It is recognized that for the practical and efficient operation of the mill there are occasions when supervisors and/or management conduct work on a temporary basis. Such occasions will not directly result in the lay-off of a regular employee.

Section 4: Utilization of Employees

(a) Under normal circumstances, in the filling of work assignments the principle of "senior may, junior must" will apply, until the new spare language is fully implemented.

In the filling of work assignments:

Employees may voluntarily post into a maximum of one (1) spare position, provided they meet the posting requirements.

Enhancement committee and management to discuss how the spare positions will be assigned upon implementation of this Agreement.

When an employee is fully trained, they will be eligible to replace the incumbent position when the position becomes available.

Spares will be scheduled in order of seniority and competency.

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Employees shall only post into a higher rated spare classification.

In the case of the operation of the Mill #1 and also the Splitter Saw, all full-time incumbencies in these areas are being eliminated and shall be filled via 'senior may junior must' competency considered, in the future when they are operational.

- (b) Employees in a higher rated job classification who perform work in a lower rated job classification shall maintain their current base hourly wage rate per Article VI [Job Categories & Wage Rates], except as expressly provided otherwise by this Agreement.
- (c) An Employee assigned temporarily to perform work in a higher rated job classification during a given work day, other than for his or her own training or when relieving other bargaining unit or management personnel for rest periods or restroom breaks, will be paid the appropriate higher rate per Article VI [Job Categories & Wage Rates] for time worked in fifteen (15) minute increments in the higher rated job classification on that given work day.

For the purposes of this Clause, a "higher rated job classification" shall be distinguished from a "lower rated

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job classification" by the former having a higher top base hourly rate of pay per Article VI [Job Categories & Wage Rates] than does the latter.

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.

Section 2: Union Shop

All employees of the Company whose names are entered on the Seniority List as at the date of ratification of this Agreement and all new employees shall, within thirty (30) calendar days after the execution of this Agreement or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement as a condition of continued employment. All applications for membership will be accepted by the Union.

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Section 3: Maintenance Of Membership

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

Section 4: Discharge Of Non-Members

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

Section 5: Union Membership

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Union Constitution, and in accordance with its By-Laws.

Section 6: Check-Off

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, on the form to be supplied by the Union. Assignment forms shall be forwarded to the Union not

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later than fifteen (15) calendar days following the date of hiring.

The Company shall remit the dues deducted pursuant to such assignment to the Union not less than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 7: Union Dues and Assessments: Notice of Change

In the event the amount of the deduction is to be increased or decreased during the term of this Agreement, the Company shall be given thirty (30) days notice in writing, and the deduction shall be adjusted accordingly thereafter.

Section 8: Social Insurance Number

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

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<u>Section 9: Employer Deductions From Wages -</u> Employee Benefit Plan

The parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate organization/agency, any employee's contribution for any Employee Benefit Plan as specified in this Agreement.

Section 10: Consideration for Hire

The Company agrees that prior to hiring a new employee, it will review in the following sequence all active applications on file from former employees of the Company and former employees of a permanently closed plant certified by the Union.

To qualify as an active application, the application must be submitted to the Company within six (6) months of the former employee's termination and six (6) months of the permanent closure of the plant certified by the Union; such applications remain active for six (6) months from the date of the application.

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ARTICLE IV - PLANT COMMITTEE

Section 1: Establishment And Operation Of The Plant Committee

- (a) The Union shall elect a Plant Committee comprised of three (3) employees who have completed their probationary period; they shall represent the Union on matters arising out of this Agreement including the processing of grievances. The Union may elect up to two (2) Shop Stewards to represent areas of the mill not covered by the Plant Committee. The Shop Steward shall have informal discussions with the area supervisor on relevant issues that may arise from time to time.
- (b) The Union agrees to notify the Company, in writing, of the names of its Plant Committee Members and Shop Stewards and shall notify the Company in writing of any changes in these positions.
- (c) During their working hours a Plant Committee Member(s) and/or Shop Steward(s) will not leave their work position(s) and/or disrupt their work function to conduct the business of the Union, without the prior approval of their supervisor.

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Upon such approval, the Plant Committee Member(s) and/or Shop Steward(s) shall be compensated for reasonable time lost during their regularly scheduled work shift at their regular rate of pay.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

(a) The regular hours of work shall be eight (8) hours or ten (10) hours per day and forty (40) hours per week Monday to Friday, with the exception of Trades, Kiln categories, and/or General Labour which may also be scheduled Tuesday to Saturday.

The regular hours of work shall be scheduled five (5) consecutive eight (8) hour shifts or four (4) consecutive ten (10) hours shifts as the case may be.

Employees shall be paid rate and one-half for all hours worked on Sunday, except as provided for in (b)(ii) below.

The Company shall give four (4) calendar days notice when undertaking a general change in shift schedules, that is, for example, when moving significant numbers of bargaining unit employees from 8 to 10 hour shifts or from 10 to 8 hour shifts, or when the change in shift

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schedule(s) arises due to previously approved vacation or previously approved leave of absence, excluding any such absence due to illness or injury.

When circumstances arise that would normally require such four (4) calendar days notice of change in shift schedule(s), the Parties may, on a case-by-case-basis, mutually agree to a shorter notice period and the Union specifically agrees that it shall not unreasonably withhold such consent.

However, when a change in any bargaining unit employee's shift or schedule is required due either to an emergency situation or to unexpected absence of personnel, that is for any reason other than previously approved vacation or leave of absence, but including any absence due to illness or injury, then the Company shall only be required to give one (1) hour's prior notice to the affected individual(s) or such lesser notice in each case as may be individually agreed to by and between the Company and each affected person.

(b) (i) Rate and one-half shall be paid for:

Daily hours worked in excess of eight (8) or ten
(10) per day, as the case may be; and

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Weekly hours worked in excess of forty (40) hours per week, excluding those hours paid as Daily Overtime hours.

(ii) Double straight-time rates shall be paid for:

Daily hours worked in excess of eleven (11) hours per day; and

Weekly hours worked in excess of forty (48) hours per week, excluding those hours paid as Daily Overtime hours; and

Hours worked on Sunday by an employee who has worked five (5) eight (8) hour shifts or four (4) ten hour shifts, as the case may be, in the preceding six (6) days.

For these purposes a Statutory Holiday shall be considered a shift worked.

(c) Where the Company operates the plant or any part thereof on a three (3) shift basis, those employees affected shall receive eight (8) hours pay on completion of the full hours established as their regular hours.

Section 2: Alternate Shift Schedules

This provision shall only be effective when the needs of the business require that the operation or any part thereof

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operate on more than a two (2) shift basis Monday to Friday.

Notwithstanding the other provisions of this Article and/or Agreement, the Company shall have the right to implement and/or maintain other schedules, including compressed work week schedules, with Saturday and/or Sunday at straight-time provided the principle of the forty (40) hour work week is maintained over an averaging period. In the implementation and/or maintenance of said schedules, the Company shall only incur costs that it would have incurred if the work had been fully conducted during eight (8) hour shifts Monday to Friday at straight-time.

There shall be no costs to the Company associated with the implementation and/or discontinuance of an Alternative Shift Schedule or the introduction and/or withdrawing of an employee to/from such schedule.

In the case of Alternative Shift Schedules, Overtime shall be paid as follows:

i) time and one-half (1.5) shall be paid for the first three (3) hours worked in the day beyond the employee's established full daily shift hours (e.g. 10, 12), and

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double-time shall be paid for hours worked thereafter that day; and

ii) time and one-half shall be paid for hours worked beyond forty (40) in a week, double-time shall be paid for hours worked beyond forty-eight (48) in a week; the foregoing hours are calculated over the averaging period and do not include hours paid at overtime rate as provided for in i) foregoing.

Section 3: Rest Periods

All employees shall be entitled to two (2) ten (10) minute rest periods during each regular shift. In the case of an Alternate Shift Schedule the concept of twenty (20) minutes of rest time each eight (8) hours of work shall apply;

in accordance with this concept, rest time not scheduled shall be used to reduce the work time at the end of the last shift in the Alternate Shift Schedule's work week.

Section 4: Definitions

(a) The work day is established by crew and/or work function as determined by management and is defined as the twenty-four (24) hour period commencing with the start of the work shift closest to 12:00am.

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(b) The work week is established by crew and/or work function as determined by management and is defined as the period as measured from the start of the work shift closest to 12:00am Monday.

Section 5: Swing Shift

The workforce on the day shift shall alternate on a regular basis with its counterpart workforce on the afternoon shift as agreed upon by the Company and the Plant Committee.

Section 6: No Work Guarantee

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

Section 7: Short Shift Change

Where an employee's regular shift is changed and it results in the employee receiving less than an eight (8) hour break from the end of his previous shift, the employee shall be paid rate and one-half for time worked during said eight (8) hour period.

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ARTICLE VI - JOB CATEGORIES & WAGE RATES

Section 1: Job Categories and Wage Rates

	Rate Adj	Apr 1 2021	Apr 1 2022	Apr 1 2023	Rate Adj	Apr 1 2024	Apr 1 2025	Apr 1 2026
Job Name	0.50	1.035	1.025	1.025	0.50	1.025	1.03	1.03
Electrician (Cert & FSR)		38.51	39.47	40.46		41.47	42.71	43.99
Electrician (UnCert)		30.78	31.55	32.34		33.15	34.14	35.16
Millwright (Cert)		35.92	36.82	37.74		38.68	39.84	41.04
Millwright (UnCert)		30.78	31.55	32.34		33.15	34.14	35.16
HD Technician		35.92	36.82	37.74		38.68	39.84	41.04
Benchman (Cert) ⁽¹⁾		35.92	36.82	37.74		38.68	39.84	41.04
Benchman (UnCert) ⁽¹⁾		32.80	33.62	34.46		35.32	36.38	37.47
Circ Sawfiler (Cert) ⁽¹⁾		33.92	34.77	35.64		36.53	37.63	38.76
Circ Sawfiler (UnCert) ⁽¹⁾		30.78	31.55	32.34		33.15	34.14	35.16
Sawfitter (Cert) ⁽¹⁾		31.90	32.70	33.52		34.36	35.39	36.45
Sawfitter (UnCert) ⁽¹⁾		28.77	29.49	30.23		30.99	31.92	32.88

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	Rate Adj	Apr 1 2021	Apr 1 2022	Apr 1 2023	Rate Adj	Apr 1 2024	Apr 1 2025	Apr 1 2026
Job Name	0.50	1.035	1.025	1.025	0.50	1.025	1.03	1.03
Head Rig Sawyer #1		34.53	35.39	36.27		37.18	38.30	39.45
Head Rig Sawyer #2		34.53	35.39	36.27		37.18	38.30	39.45
Edger Operator		31.32	32.10	32.90		33.72	34.73	35.77
Shipper Receiver		29.38	30.11	30.86		31.63	32.58	33.56
Grader		29.25	29.98	30.73		31.50	32.45	33.42
Loader		28.77	29.49	30.23		30.99	31.92	32.88
Tallyman		28.06	28.76	29.48		30.22	31.13	32.06
Bucker		27.78	28.47	29.18		29.91	30.81	31.73
Tail Sawyer		27.63	28.32	29.03		29.76	30.65	31.57
Barker		27.44	28.13	28.83		29.55	30.44	31.35
Fork Lift		27.44	28.13	28.83		29.55	30.44	31.35
Rotation / Resaw		26.85	27.52	28.21		28.92	29.79	30.68
Splitter Saw		25.42	26.06	26.71		27.38	28.20	29.05
Chipper		25.10	25.73	26.37		27.03	27.84	28.68

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	Rate Adj	Apr 1 2021	Apr 1 2022	Apr 1 2023	Rate Adj	Apr 1 2024	Apr 1 2025	Apr 1 2026
Job Name	0.50	1.035	1.025	1.025	0.50	1.025	1.03	1.03
Bander		24.44	25.05	25.68		26.32	27.11	27.92
Endstacker	0.50	23.06	23.64	24.23	0.50	25.35	26.11	26.89
General Labour ⁽⁴⁾	0.50	21.92	22.47	23.03	0.50	24.12	24.84	25.59
Chief Engineer		35.25	36.13	37.03		37.96	39.10	40.27
Kiln Operator		32.91	33.73	34.57		35.43	36.49	37.58
Kiln Assistant (L3) (2)		30.11	30.86	31.63		32.42	33.39	34.39
Kiln Assistant (L2)(2)		28.77	29.49	30.23		30.99	31.92	32.88
Planer / Millwright ©		35.92	36.82	37.74		38.68	39.84	41.04
Planer/ Millwrt (UnCert)		30.78	31.55	32.34		33.15	34.14	35.16

⁽¹⁾ These pay rates to apply to employees hired after the date of ratification of the Memorandum Of Agreement.
(2) The employee must obtain the 5th Class Power

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⁽²⁾ The employee must obtain the 5th Class Power Engineer Ticket within twelve (12) consecutive months of starting in the position and must obtain the Kiln

Qualification (Module 1 of Kiln Operator's Course) within the next twelve (12) consecutive month period.

(3) It is understood the current job duties related to Desticking & Grading, Banding, Kiln Loading/Unloading (e.g. Grader operating a Forklift and Tilt Hoist; Kiln Operator and Kiln Assistant operating a Forklift; Chain Puller/Bander Helper and End Stacker Banding) shall continue until the commencement of the operation of the Planer and thereafter on an as needed basis.

(4) General Labour includes: Chain Puller, Reman, Tilt Hoist, Stick-collector, Reman Chain Puller, Clean Up etc.

General Wage Adjustment

The Endstacker position and the General Labour rates will be raised by 0.50 as of April 1st 2021. Two (2) rate revisions for Production for contract year 1 will be used up for this rate raise (see LOU 05.02)

The Endstacker position and the General Labour rates will be raised by 0.50 as of April 1st 2023. Two (2) rate revisions for Production for contract year 3 will be used up for this rate raise

The hourly pay rates set out above shall be increased as follows:

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Effective April 1, 2021: three and one half percent (3.5%) plus $1600 bonus
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Effective April 1, 2022: two and one half percent (2.5%) Effective April 1, 2023: two and one half percent (2.5%) Effective April 1, 2024: two and one half percent (2.5%)

Effective April 1, 2025: three percent (3%) Effective April 1, 2026: three percent (3%)

The bonus will be paid out in two instalments. The first \$800 on the first pay period after ratification and the second \$800 after implementation of the new 'Spare language' (see Article II Sec 4 (a)). The bonus will apply to post probationary employees (vacation percentage and RRSP will not apply to the bonus payments). Employees who are on leave and return to work in a full-time capacity after the pay-out shall be paid the lump sum upon returning to full duties.

Kiln/Boiler Call-Out - is paid a seventy-five dollar (\$75.00) lump sum amount.

Boiler Check – is paid a forty dollar (\$40.00) lump sum amount.

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<u>Section 2: New or Significantly Changed Job</u> <u>Categories</u>

In the event of the creation of new job categories, or a significant change in an existing job, the rate of pay for the new job, or significantly changed job, as the case may be, will be subject to negotiations between the Company and the Union once it has been in operation for two (2) months.

The pay rate of the new job category, or significantly changed job, will be based on its relative worth as compared to the existing job categories and their pay rates.

Section 3: Red Circled Rates

In the event that implementation of any of the wage rates in Section 1 above would result in the lowering of an employee's rate of pay, that employee's rate of pay shall be "Red Circled" for as long as the employee remains on his/her job. Any general wage adjustment(s) shall be applied to the "Red Circled" employee's wage rate while he/she remains on his/her job.

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Section 4: Designated First Aid Attendants

Designated First Aid Attendant(s) holding a Level 3 ticket will be paid a premium of eighty-five cents (85¢) for each hour worked in accordance with the applicable WorkSafe BC Regulations. There will be two (2) Designated First Aid Attendants per shift. The Company will pay the course cost for Designated First Aid Attendants for both their initial course and renewal course(s).

The Company will pay up to forty (40) straight-time hours per week lost-time wages to a Designated First Aid Attendant renewing his/her ticket. In the event the employee does not successfully pass the course, the Company will be reimbursed these course costs and/or lost-time wages through payroll deduction. In the application of the number of required Designated First Aid Attendants no employee in receipt of said ticket premium as at the ratification date of this Agreement shall lose his eligibility for said premium provided he maintains his ticket on a continuous basis and is available to conduct First Aid as required.

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Section 5: Grading Ticket Premium

Employees who hold a recognized Lumber Grading Ticket will be paid a premium of twenty-five cents (25ϕ) for each hour worked. The Company will pay the course cost for the employee who initially takes the lumber grading course and/or renewal course(s). In the event the employee does not successfully pass the course, the Company will be reimbursed these course costs through payroll deduction.

Section 6: Chargehand

Notwithstanding other provisions of this Agreement, the selection of a Chargehand(s) shall be solely at the Company's discretion. The Chargehand(s) will be paid a premium of two dollars and fifty cents (\$2.50) for each hour worked.

Section 7: Shift Differential

Employees will be paid a premium of thirty-one cents (31¢) for each hour worked on Afternoon Shift and/or Graveyard Shift.

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ARTICLE VII - PAY DAYS

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

All new 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, paid by direct deposit 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.

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ARTICLE VIII - STATUTORY HOLIDAYS

Section 1: Holidays and Pay Rates

- (a) Subject to Section 4 of this Article, the following shall be observed as Statutory Holidays, New Year's Day, B.C. Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. Employees who work on the designated Holiday shift will be paid at the rate of time and one-half (1.5) for all hours so worked.
- (b) Employees who work on a designated Holiday shift and who qualify for Statutory Holiday Pay under Section 2 of this Article will be given, in addition to (a) foregoing, the Statutory Holiday Pay as described in Section 3 of this Article and the option of an additional day off.

Section 2: Qualifying Conditions

An employee, to qualify for Statutory Holiday pay, must comply with each of the following:

(i) have been on the payroll the thirty (30) days immediately preceding the Holiday; and

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- (ii) have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the Holiday, unless his absence is due to illness (the Company can require a medical certificate), compensable occupational injury, or is otherwise authorized by the Company; and
- (iii) the employee must work a complete shift before the Holiday and a complete shift after the Holiday, both of which must occur within sixty (60) days.

Section 3: Statutory Holiday Pay

An eligible employee shall receive Holiday Pay in the amount of his/her regular straight-time job rate times the regular hours normally worked at his regular work schedule (e.g. 8 hours pay if working an 8 hour shift, 10 hours pay if working a 10 hour shift).

Section 4: Designated Holiday Shift

At the discretion of the Company, Canada and/or Remembrance Day may be observed on a day other than the Statutory Holiday. In the event that the Holiday falls on a Tuesday or Thursday, the Holiday may be observed on the previous Monday or following Friday respectively. In the case of a Holiday falling on a

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Wednesday, it may be observed on either the previous Monday or following Friday.

The Company shall post a notice advising of the Holiday a minimum of thirty (30) days prior to the Holiday. If the notice has not been posted a minimum of thirty (30) days prior to the Holiday, any change to the day to be observed as the Holiday must be mutually agreed between the Company and the Union.

In the case of the Holiday falling on the employee's rest day, the Company will advise whether the Holiday will be observed on the last workday prior to, or the first workday following, the Holiday.

ARTICLE IX - ANNUAL VACATIONS AND ANNUAL VACATION PAY

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

Section 1: Less Than One Year's Completed Service

Annual vacation pay for regular employees covered by this Agreement with less than one year's completed service shall be based upon four percent (4%) of the total wages or salary earned by the employee.

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Section 2: One Year Completed Service

The annual vacation entitlement for regular employees with one year completed service with the Company shall be two (2) weeks and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee.

Section 3: With Two Years' Completed Service

The annual vacation entitlement for regular employees with two (2) years' completed service with the Company shall be three (3) weeks and the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee.

Section 4: With Seven or More Years' Completed Service

The annual vacation entitlement for regular employees with seven (7) or more years' completed service with the Company shall be four (4) weeks and the pay therefore shall be based upon nine percent (9%) of the total wages or salary earned by the employee.

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Section 5: Vacation Pay on Termination

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

Section 6: Scheduling Vacations

The Company shall post the Vacation Schedule at the beginning of March of each year. The employee shall enter his first three (3) priorities onto the schedule. The schedule shall be taken down by the Company March 15 and then reposted by April 1st indicating the approved vacations for the year.

The Company shall grant vacations based on seniority, competency considered, while ensuring that the safe, productive and efficient operation of the plant is maintained. Application for vacation after March 15 shall be considered on a first come, first served basis.

Section 7: Time-Off on Leaves of Absence

Time-off on a leave of absence duly approved by the Company, in writing, shall be credited towards entitlement of annual vacation. However, time spent on such leaves shall not be counted in computing vacation pay.

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Section 8: Employment Standards Act

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

ARTICLE X - CALL TIME

This Article has no application in the case of either Kiln/Boiler Call-Out or Boiler Check as provided for in Article VI, Section 1.

Section 1: No Work

An employee who reports to work and on reporting find no work available due to reasons beyond his control, shall be entitled to two (2) hours pay at his regular 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 he is sent home prior to the completion of four (4) hours work, the employee shall receive four (4) hours' pay at his regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the Company, when the

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employee shall receive the greater of two (2) hours pay or pay for the time worked.

ARTICLE XI - HEALTH AND WELFARE

Section 1: Coverages

The following is a general overview of the coverages provided, in all cases the relevant Plan documents shall prevail regarding the coverages and/or their application.

- (a) Medical coverage is provided under the Medical Services Plan of British Columbia.
- (b) Dental coverage is provided as follows:

Basic Coverage - eighty percent (80%)

Major Coverage - fifty percent (50%)

Accidental Dental Injury Coverage - one hundred percent (100%)

Orthodontics (Dependant Children)- fifty percent (50%) Plan Maximums:

Accidental Dental Injury Treatment – unlimited All Other Treatment – two thousand dollars (\$2,000.00) each calendar year, except Orthodontics has a lifetime maximum of three thousand dollars (\$3,000.00)

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(c) A Short-Term Disability Plan (STD) is provided based on the following:

A benefit level of sixty-six and two thirds percent (66.66%) of weekly earnings to a maximum benefit equal to the Employment Insurance (EI) maximum benefit amount.

Elimination Period: benefit commences 1st day of injury, 5th day disease;

Maximum Duration of Benefits: twenty-six (26) weeks

Provided the STD benefits are maintained in a manner that meets the requirements for a premium reduction for wage loss replacement plans under the Employment Insurance Act, the employees' 5/12^{ths} share of the premium reduction is retained by the Company as payment in kind in the provision of the STD benefits.

Eligibility for coverage includes that the employee must regularly be working twenty (20) hours or more per week.

The definition of "Earnings" for benefit purposes shall be that utilized by Human Resources Development Canada in its Employment Insurance Program.

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Benefits from all sources are not to exceed eighty-five percent (85%) of prior Earnings.

(d) Extended Health Benefits (Healthcare)

Extended Health Benefits shall be provided as follows:

Reimbursement Level - one hundred percent (100%) to established maximums

Annual Deductible

Individual - twenty-five dollars (\$25.00)

Family - fifty dollars (\$50.00)

Paramedical Services - \$500 per year

(e) VisionCare - benefit of up to four hundred dollars each twenty-four (24) month period which can cover the cost of prescription safety glasses and/or normal prescription glasses providing that their total cost in any given twenty-four (24) month period does not exceed the capped total of four hundred dollars (\$400.00).

(f) Life Insurance

Employee Life Insurance shall be provided in the amount of three hundred percent of basic annual earnings to a maximum of one hundred thousand

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dollars (\$100,000.00), reducing by fifty percent (50%) at age sixty-five (65) years.

Effective November 1, 2006 the thirty thousand dollars (\$30,000.00) increases to fifty thousand dollars (\$50,000.00) and effective January 1, 2009 the fifty thousand dollars (\$50,000.00) increases to seventy-five thousand dollars (\$75,000.00).

Dependent Life Insurance in the following amounts is provided:

Spouse - five thousand dollars (\$5,000.00)

Child -two thousand five hundred dollars (\$2,500.00)

(g) Accidental Death and Dismemberment Insurance Employee Accidental Death and Dismemberment Insurance shall be provided in the amount of three hundred percent of basic annual earnings to a maximum of one hundred thousand dollars (\$100,000.00), reducing by fifty percent (50%) at age sixty-five (65) years. Effective November 1, 2006 the thirty thousand dollars (\$30,000.00) increases to fifty thousand dollars (\$50,000.00) and effective January 1, 2009 the fifty thousand dollars (\$50,000.00) increases to seventy-five thousand dollars (\$75,000.00).

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Dependent Accidental Death and Dismemberment Insurance in the following amounts is provided:

Spouse - twenty thousand dollars (\$20,000.00)

Child - five thousand dollars (\$5,000.00)

Section 2: Eligibility

- (a) Coverages commence for regular employees at the beginning of the month following completion of their probationary period and provided they meet the specific provisions of the insurance providers, including continuing to work at least twenty (20) hours each week.
- (b) Coverages shall continue as follows:
 - i) Subject to (a) foregoing, coverages shall apply for any month in which a covered employee works and continue until the end of the fourth (4th) month following the month in which a covered employee is laid-off including but not limited to Short-Term Disability Plan and Long-Term Disability Plan benefits.

In order for reinstatement of the four (4) months layoff coverage, the employee must work ten (10) working days in a calendar month.

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- ii) Coverages shall continue as provided following for a maximum of twenty-six (26) consecutive weeks during which a covered employee is totally disabled due to illness/injury.
- (c) Without limiting the generality of the foregoing, if the employee's disability is a result of a workplace illness/injury and the employee receives WorkSafe BC Compensation Wage-Loss Benefits, he/she will receive full coverage until they return to full-time employment with the Company.

If a worker is off for a previously compensated WorkSafe BC workplace injury, coverage will continue for twenty-six (26) weeks.

Coverage will conclude if the employee refuses to return to work and is able to and after the 'any occupation' designation has been satisfied.

Section 3: Cost

Premium cost for coverages will be paid by the Company.

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ARTICLE XII - LONG-TERM DISABILITY PLAN

Effective November 1, 2006 a Long-Term Disability Plan will be established based on the following:

- (a) Benefit: fifty percent (50%) of the employee's regular job rate times forty (40) hours per week, to a maximum monthly benefit of two thousand dollars (\$2,000.00); primary Canada Pension Plan Disability Benefits are offset and benefits from all sources shall not exceed eighty-five percent (85%) of prior earnings. Benefits shall not continue beyond the employee's sixty-fifth (65th) birthday. For these purposes the employee's regular job and its hourly rate shall be updated each November 1st.
- (b) Elimination Period: twenty-six (26) weeks.
- (c) Eligibility: shall be in accordance with Article XI, Section 2 and in any event shall cease at age sixty-five (65) years.
- (d) Definition of Disability: 'Own Occupation' first twenty-four (24) months, 'Any Occupation' thereafter.
- (e) Premium costs shall be shared fifty percent (50%) by the employee and fifty percent (50%) by the Company.

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(f) Prior to it placing the plan, the Company will review with the Union the plan's proposed text/policy, other terms and conditions and associated costs.

ARTICLE XIII - REGISTERED RETIREMENT SAVINGS PLAN

The Company shall contribute to the regular employee's Registered Retirement Savings Plan (RRSP) in accordance with the following:

(a) The Company shall contribute eighty-one cents (81¢) to the credit of each employee for each hour worked by the employee.

In addition, the Company will make the following <u>increased</u> contributions:

Effective	<u>Increase</u>	New Total Contributions
4/1/2021	\$0.10	\$2.31
4/1/2022	\$0.10	\$2.41
4/1/2023	\$0.10	\$2.51
4/1/2024	\$0.10	\$2.61
4/1/2025	\$0.10	\$2.71
4/1/2026	\$0.10	\$2.81

(b) A regular employee is eligible to participate in the plan at the beginning of the month following completion of three (3) calendar months following the

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completion of the employee's probationary period.

- (c) Unmatched voluntary contributions may be made and must be in increments of five cents (\$0.05) per hour worked.
- (d) All voluntary contributions must be made in accordance with the following:
- (i) the employee must continue these contributions for a minimum of thirteen (13) pay periods and must give the Company a minimum of fourteen (14) days written notice of intent to cease such contributions; in such case, contributions will be stopped at the end of the pay period in effect at the expiration of the notice; and
- (ii) an employee who has previously ceased such contributions has one opportunity to recommence his/her voluntary contributions to the RRSP, after providing the Company a minimum of fourteen (14) days written notice of same.

Should said employee again cease his/her voluntary contributions he/she cannot again recommence voluntary contributions.

(e) It is understood these funds are 'locked in' during the term of the employee's employment with the Company. The employee must provide written proof of Memorandum of Settlement between Long Hoh Enterprises Canada Ltd. and PPWC Local No. 8 – Expiry Mar 31, 2027

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same to the Company by the later of July 1, 2006 or two (2) weeks after becoming eligible under this Article, or the Company may discontinue its contributions.

(f) All contributions shall be deposited in the member's RRSP account on a monthly basis.

ARTICLE XIV - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority competency considered⁽¹⁾. Notwithstanding the foregoing, in the filling of work assignments the application of seniority can be suspended for the remainder of the shift and in the case of equipment breakdown for a period of up to and including two (2) consecutive working days⁽²⁾.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision.
- (1) See Appendix A of this Agreement.
- (2) See Appendix C of this Agreement

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Section 2: Reduction And Recall Of Forces

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the provisions of Section 1.
- (b) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of seniority subject to the provisions of Section 1.
- (c) Subject to the provisions of Section 1, 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 for which he has recognized competency, in accordance with the Competency List.

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) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for twelve (12) months, plus one (1) additional month for each additional year's service, up to an additional twelve (12) months.

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- (c) A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.
- (d) It shall be the employer's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

Section 4: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for forty (40) working days within a one hundred twenty (120) calendar day period, 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 the probationary period, they shall be regarded as regular employees, and then shall be entitled to seniority dating from the day on which they entered the Company's employ, provided however that the probationary period of forty (40) working days shall only be cumulative within the one hundred twenty (120)

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calendar days following the date of entering employment.

Section 5: 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.

Section 6: Job Posting

Permanent vacancies in jobs with a pay rate higher than that of General Labourer shall be posted for a period of not less than three (3) working days and shall be awarded in accordance with seniority, competency considered as recognized by the Competency List. Each such job vacancy notice and related "sign-up" sheet shall be posted in the Main Lunchroom.

An employee on earned vacation during the period of the posting is eligible to apply for the posting within three (3) days of his/her return to work and provided it is within twenty-one (21) days of the posting being taken down.

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ARTICLE XV - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall 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: Compassionate Leave

Granting a leave is a matter between the Employee and the Company. The Company shall grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for mill-related education/training or extended vacation purposes, conditional of the following terms.

- (a) The employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) The employee shall disclose the grounds for application.
- (c) The employee pays the cost of continuation of eligible benefit plans during said leave. The employee

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shall arrange an acceptable method of prepaying the Company said costs for the duration of the leave. If the employee fails to prepay said costs, the benefits will be discontinued.

- (d) Employees requesting extended vacation leave must first use all their vacation entitlement for the year.
- (e) The Company shall grant such leave where a bonafide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (f) Notwithstanding the other provisions of this section, an employee is only eligible for such leave once each five (5) years and a maximum of two (2) employees can be off on such leave at any one time.

Section 3: Bereavement Leave

(a) When a death occurs to a member of an employee's immediate family, the employee will be granted an appropriate leave of absence, they shall be compensated at his/her regular straight-time hourly rate for hours lost from his/her regular schedule for a maximum of three (3) working days.

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- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, stepchildren, stepparents, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, and grandchildren.
- (c) Upon request by the Company, an employee seeking paid leave for bereavement purposes pursuant to the provisions of this Section 3 must provide management in a timely manner with reasonable proof of the death of an "immediate family" member as herein defined and any such leave must be taken in reasonable proximity to the date of such demise.

Section 4: Jury Duty

Any 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 granted leave of absence for the period he is required to perform said duty.

In such case, the Company will reimburse the regular employee the difference between the pay received for said jury or witness duty and his regular straight-time

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hourly rate of pay for his regularly scheduled hours of work to a maximum of one hundred sixty (160) hours that he would have otherwise have worked.

Section 5: Union Business

- (a) The Company shall grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union. Benefit coverages shall continue for a maximum of thirty-one (31) consecutive days during this leave.
- (b) The Company will grant leave of absence for up to three (3) employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the Union in order that they may carry out their duties on behalf of the Union. The Company will recognize all hours worked carrying out Union business will count as time worked on the worksite for the Company.
- (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 out in

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Clause (a) and (b) above the Company will be given due notice in writing seven (7) calendar days in advance of the requested leave of absence.

In exceptional circumstance and where relief is available the Company may consider less than seven (7) calendar days notice in the case of (b) foregoing.

Section 6: Public Office

- (a) The Company will grant a full-time leave of absence for campaign purposes to candidates for Federal, Provincial, Municipal or Aboriginal elective public office for a period up to and including eight (8) consecutive weeks, provided the Company is given due notice in writing of twenty-one (21) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected to full-time Federal, Provincial, Municipal or Aboriginal office shall be granted as much leave as is necessary during the term of such office.
- (c) An employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of public office.

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(d) There shall be no benefit coverages provided during this leave.

Section 7: Certain Entitlement To Floating Holidays

- (a) Commencing on and from January 1, 2016, bargaining unit employees with fourteen (14) or more years of continuous service shall be entitled to one (1) floating holiday with pay at straight-time hourly rates to be taken during that calendar year at a time in each case mutually agreed between the employee and the Company.
- (b) Commencing on and from January 1, 2017, bargaining unit employees with fourteen (14) or more years of continuous service shall be entitled to two (2) floating holidays with pay at straight time hourly rates to be taken during each such calendar year at a time in each case mutually agreed between the employee and the Company.
- (c) Commencing on April 1, 2021 employees with twenty (20) or more years of continuous service shall be entitled to three (3) additional floating holidays with pay at straight time hourly rates to be taken during each such calendar year at a time in each case mutually agreed between the employee and the Company.

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Section 8: Payment For Leave Of Absence

Unless otherwise specifically provided, leave of absence granted under this Article will be without pay.

ARTICLE XVI – OCCUPATIONAL HEALTH & SAFETY

- (a) A joint Occupational Health and Safety Committee consisting of three (3) representatives of the Company and three (3) representatives of the employees, elected by the Union, shall meet and conduct their duties as provided for in the applicable WorkSafeBC regulations.
- (b) When the Company holds Occupational Health and Safety Meetings in accordance with WorkSafeBC Regulations, employees attending these meetings will be paid their regular job rate for the time spent at the Safety meetings.

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ARTICLE XVII - SAFETY EQUIPMENT

- (a) The Company will supply each new employee with the following safety equipment, where required on the job, at no cost to the employee:
 - 1. Hard Hat
 - 2. Gloves
 - 3. Hearing Protection
 - 4. Eye Protection
 - 5. Hi-Vis Vest
 - 6. Respiratory Protection
 - 7. Regular Coveralls-maintenance trade employees
 - 8. Paper Coveralls sprayers
 - 9. Chain Saw Protection
 - 10. Leather Apron

The Company will replace the above named safety equipment at no cost to the employee when they are presented worn or damaged beyond repair through normal use.

Safety equipment that is lost or damaged through neglect will be replaced at the expense of the employee.

(b) Effective April 1, 2016 the Company will reimburse the regular employee the cost of purchasing a pair of

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acceptable safety boots, to a maximum of one hundred fifty dollars (\$150.00) each calendar year, based on submission of an appropriate receipt.

An Employee shall have the right to waive this safety boot allowance for a given calendar year, in which case the Employee shall be entitled in the next subsequent calendar year to reimbursement to a maximum of three hundred dollars (\$300.00) for purchase of a pair of acceptable safety boots, based on submission of an appropriate receipt.

(c) The Company will provide raingear in a central location for those employees who are required to work in inclement weather.

<u>ARTICLE XVIII – TECHNOLOGICAL CHANGE</u>

Employees discharged, laid-off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each completed year of service with the Company. The amount calculated under such entitlement shall not exceed twelve (12) weeks.

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ARTICLE XIX – PERMANENT CLOSURE

Employees affected by the permanent closure of the operation shall be given sixty (60) days' notice of closure. Regular employees terminated by the Company because of said permanent closure shall be entitled to severance pay equal to seven (7) days' pay for each year of continuous service and thereafter in increments of completed months of service with the Company, to a maximum of twelve (12) weeks' pay.

Where the operation is relocated and the employees are not required to relocate their place of residence and are not terminated by the Company as a result of said relocation, they shall not be entitled to severance pay under this Article.

<u>ARTICLE XX - ADJUSTMENT OF GRIEVANCES</u>

Section 1: Procedure

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

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Step One

The individual employee involved, with or without a member of the Plant Committee, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the grievance is not satisfactorily settled in this way, the same individual, with the Plant Committee, shall take up the problem with representatives designated by the Company.

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 then reached, it shall be dealt with by arbitration as set forth in Article XXI.

Section 2 – Time Limits

If a grievance is not advanced to the next stage under Step Two, Three or Four within fourteen (14) days after completion of the preceding stage then the grievance shall be deemed to be abandoned, and all, rights of

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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 all of the members of the Plant Committee or the Representative from the Local Union, the time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as possible.

<u>ARTICLE XXI – ARBITRATION</u>

- (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 XIX, the matter shall be determined by arbitration in the following manner:
- (i) If the aggrieved party intends to pursue the matter to arbitration, they shall so notify the other party in writing.
- (ii) The parties shall select a single arbitrator by mutual agreement. If the parties fail to agree on the selection of the single arbitrator within thirty (30) days following the serving of notification in accordance with (i) foregoing, they shall request the Director of the

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Collective Agreement Arbitration Bureau of British Columbia to appoint an arbitrator.

- (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 twelve (12) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the Union, or a company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding on both parties.
- (d) The arbitrator shall endeavour to hand down his decision within thirty (30) days following completion of the hearing.
- (e) The parties shall bear in equal proportions the expenses and allowances of the arbitrator and rent connected with his duties as arbitrator.

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(f) Any arbitration to be held hereunder shall be held in the City of Nanaimo or at such other place as may be decided by the parties.

ARTICLE XXII - STRIKES AND LOCKOUTS

- (a) The Company and the Union agree that there shall be no strikes or lockouts by the Parties of this Agreement during the term of this 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.

<u>ARTICLE XXIII – CONTRACTING</u>

The introduction of a contractor(s) into the mill will not directly result in the lay-off of an employee(s).

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ARTICLE XXIV – GENERAL

- (a) The Company and the Union shall pay in equal proportion for the printing of the Collective Agreement.
- (b) The Company shall replace tools damaged or broken in the conduct of the Tradesman's duties, upon being shown proof of same.
- (c) At the call of either party, the Company and the Union will meet during the term of the Agreement to discuss the potential of establishing an Employee and Family Assistance Program.

ARTICLE XXV - DURATION OF AGREEMENT

(a) The parties hereto mutually agree that this Agreement shall be effective from and after the April 1, 2021 to and including midnight the 31st day of March, 2027 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.

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The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the office of the Local Union, within four (4) months immediately preceding the earlier of the previously mentioned dates. If no agreement is reached at the expiration of this Agreement 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 Section 50 (2) and (3) of the Labour Relations Code of British Columbia, Bill 84 1992 is excluded from this Agreement.
- (c) All Letters of Understanding are renewed for the duration of this Agreement.

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Appendix "A"

In the context of Article XIV, Seniority of the Collective Agreement between Long Hoh Enterprises Ltd. and Public and Private Workers of Canada, Local No. 8, the meaning of the terms "competency" and "competency considered" is as follows:

- a) The employee is able to satisfactorily perform to the Company's standards all aspects of the job in question (this is not to say the employee must be the most qualified or most competent, but must be fully competent).
- b) The employee has all the qualifications necessary to perform the job.
- Eg. In order to be considered for a lumber grader position, an employee would be expected to have a recognized lumber grading ticket and/or prior demonstrated acceptable grading knowledge and experience.

In order to be considered for a First Aid Attendant position, an employee would have to hold a current appropriate First Aid Ticket.

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APPENDIX "B" Seniority List As At March 31, 2021

Semiority List As At March 31, 2021					
Sty#	Last Name	First Name	Hire Date		
1	Rasmussen	Glen	04/20/1998		
2	Solmie	Bruce	04/20/1998		
3	Babuin	Steve	06/09/1998		
4	Hamilton	Michael	10/28/1998		
5	Braunhoffen	Richard	10/28/1998		
6	Peebles	Kirk	01/09/1999		
7	Haslam	Ben	01/24/2000		
8	Illes	Aaron	03/12/2001		
9	MacPherson	Ken	03/12/2001		
10	Hardonk	Ryan	01/09/2002		
11	Heck	Dennis	03/11/2002		
12	Ostergaard	Erik	03/25/2002		
13	Moore	Glenn	03/31/2003		
14	Hassey	Jason	04/18/2003		
15	Demeria	Sean	04/18/2003		
16	Gorman	Derek	06/03/2004		
17	Cockin	Jason	01/04/2005		
18	McLean	Dean	08/14/2006		
19	Balatti	Clint	05/17/2007		
20	Abbott	Tyler	05/11/2009		
21	Caldwell	Aaron	08/28/2009		
22	Louie	Matthew	08/28/2009		
23	Connelly	Chris	10/09/2009		
24	Buchanan	Kevin	04/15/2010		
25	Laus	Don	09/30/2011		
26	Albert	LeonardR	10/05/2011		
27	Gamble	Ryan	03/09/2012		
1 .		Y YY 1	T		

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28	Colling	Rob	07/01/2012
29	Watts	Raymond	08/17/2012
30	Ethier	Adam	09/28/2012
••			
31	Locke	John	09/28/2012
32	Merkel	Doug	8/18/2014
33	Neville	Dan	7/1/2015
34	Roberts	Jared	9/15/2015
35	Tavares	Danial	10/7/2015
36	Roberts	Gordon	2/10/2016
37	MacPherson	Dane	07/13/2016
38	Johansen	Devon	08/09/2017
39	Smyth	Ronald	02/26/2018
40	Bradley	Matthew	03/07/2018
41	Foster	Haze	04/09/2018
42	Smith-Lanty	Colton	04/13/2018
43	Zodichi	Samuel	04/23/2018
44	Britton	Cameron	06/05/2018
45	Groeneveld	Mitchell	07/03/2018
46	Sawyer	John	07/10/2018
47	Hilbert	Jesse	07/13/2018
48	Gullen	Bruce	03/22/2019
49	Quach	Andrew	06/12/2019
50	Swetlishoff	Harold	07/02/2019
51	Forsythe	Ryan	03/09/2020
52	Calverley	Adam	10/13/2020
53	Harris	Christien	11/04/2020
54	Khakh	Jordan	11/04/2020

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APPENDIX "C"

In the context of Article XIV, Seniority of the Collective Agreement between Long Hoh Enterprises Ltd., and Public and Private Workers Of Canada, Local No. 8, the meaning of the following parts of Section 1(a) is clarified as:

"...two (2) consecutive working days..." means the day of the event plus one more day. (e.g. Breakdown on Monday Afternoon Shift, Monday is day one for both Day Shift and Afternoon Shift, Tuesday is day two. Bumping begins Wednesday Day Shift.)

"...in the filling of work assignments seniority can be suspended for the remainder of the shift..." means that senior people don't bump to preferred jobs, but instead go to base jobs (e.g. Chain Puller/Bander Helper, General Labour, etc.) held by the junior employees who can then be sent home.

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LETTER OF UNDERSTANDING NO. 1

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

(hereinafter termed the "Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA LOCAL NO. 8

(hereinafter termed the "Union")

RE: EFFICIENCY ENHANCEMENT PROGRAM - A PILOT PROJECT

Whereas both of the above-named Parties recognize and agree that it is in their combined interests and those of the employees of the Company who are represented by the Union that all concerned endeavour collectively and cooperatively to promote optimal workplace efficiency on a basis that reasonably benefits everyone involved;

Now Therefore, the Company and the Union do hereby expressly and mutually agree as follows:

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- (1) The Parties agree to convene jointly within sixty (60) calendar days of date of ratification to commence discussions focused on resolving, if possible, a mutually-acceptable process and particulars for a pilot project designed to help promote and enhance workplace efficiency on a basis that reasonably benefits everyone involved.
- (2) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Company and the Union.
- (3) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

Signed on behalf of:

Signed at NANAIMO , BC this ID day of JANUARY 2013

Jeff Chen
General Manager

Arnie Bercov President FOR THE UNION

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LETTER OF UNDERSTANDING NO. 2

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

(hereinafter termed the "Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL NO. 8

(hereinafter termed the "Union")

RE: EXTENDED LONG-TERM DISABILITY ENTITLEMENT

(1) It is mutually agreed that when an Employee becomes eligible for Long-Term Disability ("L.T.D.") benefits due to a work-related illness/injury, the Company shall continue to pay applicable L.T.D. premiums in respect of said Employee for up to a maximum of twenty-six (26) consecutive weeks starting from the date of commencement of such eligibility. [See Article XI – Health And Welfare – Section 2 – Eligibility – (b) ii) of the Collective Agreement.]

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- (2) It is further mutually agreed that when an eligible Employee exhausts his or her entitlement to L.T.D. benefits under Paragraph (1) above, such Employee shall have the option of continuing, or not, entitlement to L.T.D. benefits for up to a maximum of an additional seventy-eight (78) weeks, starting from the date of commencement of such eligibility, subject to the remaining provisions of this Letter Of Understanding No. 2:
- (2a) The Employee must pay in advance the full premium cost on a monthly basis for such continuing L.T.D. coverage.
- (2b) Such premium payments are to be made by an eligible Employee to the Company by not later than the fifteenth (15th) day of each applicable calendar month; otherwise the Employee's entitlement to continuing L.T.D. coverage under this Letter Of Understanding No. 2 shall cease immediately and his or her L.T.D. benefits shall thus be terminated.

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- (3) The Parties specifically agree that any entitlement to continuing L.T.D. benefits pursuant to the provisions of Paragraph (2) above shall not result in any increased cost to the Company for said coverage. For greater clarity and certainty, and without limiting the generality of the foregoing, the Parties further agree that the Company's only obligation under this Letter Of Understanding No. 2 is for payment of the L.T.D. premium costs prescribed by Paragraph (1) above.
- (4) Both the Union and the Company agree that any and all entitlement to L.T.D. benefits referred to in this Letter Of Understanding No. 2 is subject to the conditions of eligibility and any other limitations expressed in the applicable insurance carrier's policy.
- (5) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Company and the Union.
- (6) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

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Signed on behalf of:

Signed at NAVAIMO, BC this ID day of JANUARY 2013

Jeff Chen General Manager FOR THE COMPANY Arnie Bercov President FOR THE UNION

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LETTER OF UNDERSTANDING NO. 3

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

(hereinafter termed the "Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL NO. 8

(hereinafter termed the "Union")

RE: EMPLOYEE & FAMILY ASSISTANCE PROGRAM "EFAP"

(1) Establishment Of Employee & Family Assistance Program ("EFAP")

The above-named Parties, being the Employer and the Union, mutually agree to establish an Employee & Family Assistance Program ("EFAP") on a trial basis, subject to the remaining provisions of this Letter Of Understanding ("LOU").

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(2) Purpose

The primary purpose of this EFAP shall be to facilitate treatment for bargaining unit Employees whose attendance, job performance or behaviour while at or in relation to their work is being adversely affected by mental illness, substance abuse or certain other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.

What constitutes "other personal problems" for the purpose of this EFAP may be determined initially by the Company but shall be subject to the final decision-making authority of the service provider(s).

(3) Nature Of Program

(3a) The Employer shall provide an EFAP using one or more independent, neutral third parties to provide the relevant service(s).

(3b)The Union specifically agrees that the Employer shall retain the right to determine and change at any time, subject to the sole discretion of management, the service provider(s) to deliver the EFAP pursuant to the provisions of this LOU.

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(3c) Subject to the foregoing and remaining provisions of this LOU, it is mutually agreed that initially the EFAP provider will be the "Vancouver Island Counseling" organization.

(3d)The Employer specifically agrees to provide the Union with at least ninety (90) consecutive calendar days advance written notice, calculated from and including the date of such notice, of its intention to change the EFAP service provider(s) under this LOU, or otherwise terminate the provisions of this LOU. [See Paragraph (9) below.]

(4) Participation

(4a) All Regular Employees, who have completed their probationary period, shall be eligible for participation in the EFAP on a voluntary basis, subject to the provisions of Paragraph 4(c) below.

(4b)Family members of eligible Regular Employees and retirees who formerly worked within the bargaining unit may participate in the EFAP, subject to their eligibility to do so as determined by the EFAP service provider(s).

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Employer-Recommended Referral

(4c) An Employee in the bargaining unit may be referred to the EFAP by the Employer on a "recommended-participation" basis as a result of deteriorating attendance or job performance or inappropriate behaviour while at or in relation to his or her work, where it is reasonably believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union representative from outside of the bargaining unit.

(5) Time Off Work For EFAP Purposes

(5a)An Employee in the bargaining unit shall be given an unpaid leave of absence while participating in any diagnostic or treatment program under the EFAP. During such period of time the Employee shall not be paid; however, in all other respects the Employee shall be kept "whole" with respect to all seniority, benefits and other rights and entitlements, which would accrue under the Collective Agreement, had the Employee remained working.

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Notwithstanding the foregoing, if eligible to do so for EFAP participation purposes, a bargaining unit employee may receive certain applicable compensation through short term and/or long term disability payment(s).

(5b)The Employer shall not unreasonably deny such time off work; however, given the relatively-small size of the bargaining unit and the importance of timely product-delivery to customers, the Union specifically agrees that the Employer shall have the prevailing right to refuse such time-off-work, on a temporary basis, if deemed necessary by the Employer, to ensure satisfaction of client expectation(s) concerning timeliness of delivery of product. In these respects, the Employer agrees to exercise its discretion in a compassionate manner if the circumstances indicate that a given situation constitutes an emergency.

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(6) Privacy & Confidentiality

- (6a) The Parties agree that the EFAP shall not operate so as to invade the privacy of any Employee in the bargaining unit, except with the Employee's consent and where attendance, job performance or behaviour while at or in relation to their work is identified as a problem.
- (6b) All information related to an Employee's participation in the EFAP will remain confidential and neither Party shall use the participation of an Employee as evidence in any arbitration.

(7) Funding

Costs related to establishment and continuation of the EFAP shall be borne by the Employer, subject to the following limitations.

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Except for requisite premium payments and any monies payable pursuant to the provisions of Paragraph (5)(a) above, the Employer shall bear no obligation whatsoever to pay to or on behalf of any person any monies for or in respect of his or her individual participation in this EFAP, including, but not limited to, any payment for any diagnostic, counseling, treatment or other EFAP related initiatives or programs undertaken pursuant to the provisions of this LOU.

(8) Prevailing Management Right(s) re Discipline/Discharge And/Or Termination

Nothing contained in or arising out of this LOU shall be interpreted, applied, implied or otherwise decided with binding finality as derogating or diminishing in any way management's right(s) to discipline or discharge for just and reasonable cause and/or otherwise terminate for non-culpable reasons. However, the propriety of the Employer's conduct in these respects can be subject to the grievance and arbitration procedures set out in the Collective Agreement.

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(9) Continuation/Termination Of EFAP

Either Party can terminate this EFAP upon at least ninety (90) consecutive calendar days advance written notice to the other Party, calculated from and including the date of such notice, of their intention to cancel this LOU.

(10) Editorial

The provisions of this LOU No. 3 supercede and replace Clause XXIV(c) of the current Collective Agreement, such that the language therein contained is deleted and rendered nugatory.

(11) Changing This LOU

This LOU may be changed at any time by the written mutual agreement of the Company and the Union.

(12) Incorporating This LOU Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply, for the life of this LOU.

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(13) Over-Riding Considerations

It is mutually agreed that in the case of any conflict between the provisions of this LOU No. 3 and any other express contents of the extant Collective Agreement between the Parties, the provisions of this LOU No. 3 shall take precedence and prevail.

Signed on behalf of:

Signed at Dualican Bergh. C. this 28 day of APRIL, 20 15

Pat Shen General Manager

General Manager
FOR THE COMPANY

Gerald de J

FOR THE UNION

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LETTER OF UNDERSTANDING NO. 4

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

("hereinafter termed the "Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL 8

(hereinafter termed the "Union")

RE: APPRENTICESHIP TRAINING PROGRAM

ESTABLISHMENT OF APPRENTICESHIP TRAINING PROGRAM

(01) The Company agrees to establish an Apprenticeship Training Program ("Program"), subject to the remaining provisions of this Letter Of Understanding ("LOU").

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PURPOSE

- (02) The purpose of the Program is to develop and provide the Company with government-certified journeyman tradespersons of the highest caliber possible, as deemed necessary by management.
- (03) The purpose of the Program is also to provide Employees of the Company with educational opportunities resulting, if possible, in government-recognized certified journeyperson status being achieved through apprenticeship training, undertaken both on and off the job.
- (04) The Program is recognized as requiring the active participation of the Company, the Employee, and the relevant government authority. Currently, the "relevant government authority" for the purposes of this LOU is the Industry Training Authority ("ITA") of British Columbia.

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GENERAL PRINCIPLES

- (05) All apprentices shall be employed in accordance with the provisions of the Industry Training And Authority Act and the Labour Relations Code of British Columbia, or any of their successors, and the Parties hereto agree to observe all provisions of said Acts, subject to the remaining provisions of this LOU.
- (06) Matters defined by statute as being within the exclusive jurisdiction of the Industry Training And Authority Act shall not be subject to any grievance or arbitration under the Labour Relations Code of British Columbia, or any successor legislation, or the collective agreement between the Parties signatory to this LOU.

UNION INVOLVEMENT

(07)The Union shall have the right to make recommendation(s) to the Company concerning operation of the Program including, but not limited to, nominating one (1) or more candidate(s) for any available apprenticeship(s).

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However, final decision-making authority in all of these respects shall remain vested with the Company. However, the Company will give reasonable consideration to the Union's recommendation(s). This involvement by the Union shall be undertaken at the Plant Committee level.

COVERAGE

(08) The Program will cover trades designated from time to time by management as being important to enhance the quality of the Company's workforce that are recognized for apprenticeship purposes by the relevant government authority. The list of such designated trades adopted internally by the Company for apprenticeship purposes under this LOU may be changed at any time by management subject to its sole discretion, taking into account guidance from the ITA.

(09) Currently, the list of such trades covered by the Program is as set forth below:

COMPANY JOB CLASSIFICATION	ITA DESIGNATION
	Saw Filer
	Benchperson

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- (10) The apprenticeship training requirements for each of the above-listed trades shall be as prescribed by the ITA. These apprenticeship training requirements established by the ITA can be changed at any time subject to their sole discretion.
- (11) The number of Employees required in any and all trades and classifications covered by the Program shall at all times be determined subject to the sole discretion of the Company.

ENTRY TO THE PROGRAM

- (12) Selection of any person, whether from within of from outside of the bargaining unit, to undertake an apprenticeship under this LOU shall be subject to the sole discretion of management, taking into consideration input from the Union and guidance from the relevant government authority. Management will give reasonable consideration to capable, qualified candidates who apply from within the bargaining unit.
- (13) Standards for entry into the various levels of the Program are those consistent with standards recommended by the relevant government authority.

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- (14) Employees who have a previous job-related resume can be placed in a level of the Program appropriate to their earlier training, experience, etc. as determined subject to the sole discretion of the Company, taking into consideration guidance from the relevant government authority.
- (15) Before work under this LOU can commence, the Company and apprentice must apply and register with the relevant government authority respectively as the sponsor Employer and the apprentice.
- (16) Employees accepted into the Program will enter into a preliminary Agreement Of Apprenticeship with the Company for a period of ninety (90) consecutive calendar days, deemed for these purposes to be a probationary period, calculated from and including the start date of said Agreement. Such Agreement will be registered with the relevant government authority.
- (17) If, at the end of the aforementioned ninety (90) consecutive calendar day preliminary period, both the Employee and the Company are satisfied and want to continue the Agreement Of Apprenticeship, then a

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Contract Of Indenture will be made and registered with the relevant government authority. If, at the conclusion of this probationary period, the apprentice is deemed by management, subject to its sole discretion, to be unsuitable for continuance in the Program, such person shall be removed from the Program. At such time, the Employee can exercise accumulated seniority, if any, subject to the layoff provisions of the Collective Agreement, to secure, if possible, competency considered, other work within the bargaining unit.

However, an apprentice shall not at any time or under any circumstances displace or "bump" any journeyperson.

- (18) An Employee who has previously been removed from an apprenticeship resulting from failure will only be considered for future apprenticeship vacancies after a period of three hundred sixty-five consecutive calendar days has elapsed, calculated from and including the date of removal from the Program.
- (19) Employees who have received a journeyperson ticket through the Company will not be eligible for a

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second apprenticeship until such time as they have worked five (5) consecutive years in the initial trade, calculated from and including their start date as a journeyperson in said trade.

HOURS OF WORK

- (20) Normally, an apprentice's hours of work shall be the same as the regular hours of work of a journeyperson with whom he/she is working; however, the Company shall have the right to change an apprentice's scheduled work hours from time to time as deemed necessary due to operational considerations.
- (21) If required, apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current Collective Agreement, based on the apprentice's then regular straight-time hourly rate of pay as defined by this LOU.
- (22) Normally, an apprentice shall not be allowed to work overtime unless with a journeyperson; however, an apprentice who has started a job during a

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regular shift, may, with the prior approval of management, with supervision, work alone on an overtime basis to complete the job.

(23) In the last twelve (12) months of an apprenticeship an apprentice may work unsupervised.

It being understood, however, that an apprentice shall not be given the responsibility of supervising the work of any other apprentice(s).

SCHEDULE OF TRAINING

- (24) Upon being accepted as an apprentice in a specific trade, an Employee shall work at the trade "on-the-job" and spend such time at a vocational school as may be prescribed by the relevant government authority.
- (25) The recommended periods of this apprentice training will be as prescribed by the relevant government authority.
- (26) Apprentices must attend and successfully complete each level of technical training as prescribed by the relevant government authority.

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(27) In the event of failure to complete successfully a level of obligatory technical training, the Employee shall be required to undergo a period of retraining on the subject material as may be prescribed by the relevant government authority and must be reexamined within twelve (12) months, calculated from and including the date of conclusion of such retraining, or at the next session offered at a given vocational school, whichever gives rise to the earlier date.

(28) Failure to pass a second examination at the same level may result in the Employee's removal from the Program, subject to the sole discretion of the Company.

PAY SCHEDULE

(29) The hourly wage rate for an apprentice shall be calculated as follows:

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ONE YEAR APPRENTICESHIP PROGRAM

Start	90% of applicable journeyperson's hourly wage rate
Upon Completion	100% of applicable journeyperson's hourly wage rate

TWO YEAR APPRENTICESHIP PROGRAM

First Year	90% of applicable journeyperson's hourly wage rate
Second	95% of applicable journeyperson's
Year	hourly wage rate
Upon Completion	100% of applicable journeyperson's
	hourly wage rate

THREE YEAR APPRENTICESHIP PROGRAM

First Year	85% of applicable journeyperson's hourly
	wage rate
Second	90% of applicable journeyperson's
Year	hourly wage rate
Third Year	95% of applicable journeyperson's hourly
	wage rate
Upon Completion	100% of applicable journeyperson's
	hourly wage rate

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FOUR YEAR APPRENTICESHIP PROGRAM

First Year	80% of applicable journeyperson's hourly wage rate
Second	85% of applicable journeyperson's
Year	hourly wage rate
Third Year	90% of applicable journeyperson's hourly wage rate
Fourth Year	95% of applicable journeyperson's hourly wage rate
Upon Completion	100% of applicable journeyperson's hourly wage rate

First Year	75% of applicable journeyperson's hourly wage rate
Second	80% of applicable journeyperson's
Year	hourly wage rate
Third Year	85% of applicable journeyperson's hourly
	wage rate
Fourth	90% of applicable journeyperson's hourly
Year	wage rate
Fifth Year	95% of applicable journeyperson's hourly
	wage rata
Upon Completion	100% of applicable journeyperson's
	hourly wage rate

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The provisions set out above in this Paragraph (29) are all subject to the provisions of Paragraph(s) (30) and 31, 43 and 45-49 (inclusive) set out below.

PAY SCHEDULE

- (30) To be eligible for pay progression pursuant to the provisions of Paragraph (30) above an apprentice must complete in respect of each year the number of hours of "on-the-job" training required by the relevant government authority and also successfully complete the required level of technical training. Proof of successful completion of the given level of technical training from the relevant government authority must be provided to the Company before any related wage increase is initiated.
- (31) Employees, who pursuant to the provisions of Paragraph (15) begin an apprenticeship at a higher hourly wage rate than the otherwise applicable "start" rate, shall remain "frozen" at that higher hourly wage rate until they have achieved successfully a level of technical training that generates an increase in their hourly wage rate.

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(32) When an Employee has successfully completed an apprenticeship in a given trade and actually starts work for the Company as a certified journeyperson in that trade he/she shall be paid the then applicable journeyperson's hourly wage rate for such work.

PAY ALLOWANCES WHILE ATTENDING VOCATIONAL SCHOOL

(33) While an apprentice is at school attending the courses prescribed by the relevant government authority, the Company will maintain his/her regular straight-time weekly earnings, **LESS** any subsidy or other related compensation paid by any branch of the federal or provincial government(s), including, but not limited to, any applicable Employment Insurance, or comparable, benefits. It shall be the responsibility of the Employee to inform the Company fully of any and all such supplemental payments and to provide documentary proof of receipt of same when requested by management.

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- (34) While attending training school apprentices will receive reimbursement for tuition fees and the cost of required text books. Such text books shall remain the property of the apprentice.
- (35) Where travel to and from vocation school is necessary, an apprentice who uses his or her personal vehicle for these purposes, shall be paid by the Company a travel allowance in the amount of \$.52 per kilometer. The Company will also reimburse for applicable ferry transportation costs. However, time required for travel either by personal vehicle or by ferry will not be paid.
- (36) For each day of required and actual attendance at vocation school, an apprentice shall be paid by the Company a per diem allowance in the amount of \$55.00 to cover meals and incidental expenses, other than for transportation.

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PAY ALLOWANCES WHILE ATTENDING VOCATIONAL SCHOOL

- (37) If attendance at vocation school necessitates that an apprentice reside temporarily away from his or her personal domicile, the Company and the apprentice will resolve mutually acceptable payment arrangements for such purposes, taking into account any applicable government grant(s) and guidance from the relevant government authority.
- (38) Receipts and documentation for coursework and education related expenses must be provided to the Company before any agreed upon reimbursement takes place.
- (39)Wage retention and other payments provided by the Company, as described above, shall not apply to any periods of retraining required because an apprentice failed to pass any related examination prescribed by the relevant government authority for any reason(s) other than due to bona fide illness or injury.

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SENIORITY CONSIDERATIONS IN GENERAL

- (40) Persons engaged pursuant to the provisions of this LOU shall acquire, accumulate and retain seniority before, during, and/or after their apprenticeship on the same basis as all other bargaining unit Employees. Without limiting the generality of the foregoing, time off-the-job related to their apprenticeship training shall be deemed to be time worked for the purposes of seniority calculation.
- (41) Persons who leave, or are removed from, the Program, for any reason, other than due to discharge for just cause, shall be subject to the layoff provisions of the collective agreement, such that they can exercise their seniority, competency considered, to secure, if possible, other work within the bargaining unit. However, an apprentice shall not at any time or under any circumstances displace or "bump" any journeyperson.

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PROGRESSION WITHIN THE PROGRAM

- (42) All apprentices must attend schooling at an institution in British Columbia as designated by the relevant government authority. Exceptions will be granted only in the face of extenuating circumstances, as determined subject to the sole discretion of the Company, taking into consideration guidance from the relevant government authority.
- (43) Successful completion of a particular time period of defined apprenticeship training under this LOU as established by the relevant government authority shall mean completing and passing their theoretical training, practical training, and tests for that time period according to their requirements.
- (44) During the apprentice's on the job-training period, the Company shall make periodic evaluations of their progress. An unsatisfactory work appraisal may result in the apprentice being required by the Company to withdraw from the Program, subject to its sole discretion, taking into consideration guidance from the relevant government authority.

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- (45) If any minimum work period established by the relevant government authority is exceeded due to the Company not permitting the Employee to attend a previously scheduled period of training at a vocational school, the Employee will be temporarily reclassified and temporarily receive the increased rate from the date he/she would have received if had he/she attended the scheduled course and passed the examinations. Should he/she not pass the examination(s) at the next scheduled attendance at vocational school, his classification and rate of pay will revert effective from the date of such failure.
- (46) Should deferral by the Company of one particular year at vocational school cause the subsequent year to be delayed, the apprentice will be reclassified to the appropriate level one (1) year after the previous upgrade, pending successful completion of the delayed attendance at vocational school.

In the event of a deferral under this section, sincere efforts will be made to schedule future attendance at vocational school to permit the apprentice to return to the schedule he/she would have been on had the Company not deferred his attendance originally.

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- (47) If any recommended work period established by the relevant government authority is exceeded due to the unavailability of vocational school facilities, the Employee's reclassification and rate will be adjusted retroactively to the commencement of the scheduled year provided he/she successfully passes the examination. Retroactivity will not apply where retesting is necessary.
- (48) In the event an Employee attends vocational school and successfully completes the level of technical training prescribed by the relevant government authority prior to completing the required number of hours of "on-the-job" training, reclassification and rate of pay will be effective on and from the date of completion of said hours.
- (49) If an Employee does not attend a particular year's training within a twelve (12) month period because of any action or lack of action by the Employee for whatever reason, other than because of bona fide illness or injury, the reclassification and increase in rate will only be effective after successful completion of that period of training. Retroactivity will not apply.

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- (50) When, in the opinion of the Company and/or the relevant government authority, an apprentice fails to complete a level of prescribed technical training due to unsatisfactory attendance (except in case of bona fide illness or injury) or other misconduct, no repeating of any school term will be allowed and the Employee will be removed from the Program.
- (51) If an apprentice refuses to continue the training, he/she will be removed from the Program with no standing as a journeyperson.

EMPLOYMENT ON COMPLETION OF APPRENTICESHIP PROGRAM

(52) Notwithstanding anything, under no circumstances shall the Company be obliged to provide a journeyperson with a position in his/her trade upon successful completion of an apprenticeship under this LOU. However, such person may be placed in an available appropriate journeyperson position by the Company, subject to the sole discretion of management, and without any job posting.

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- (53) In the event a position is not available for a graduate apprentice as a journeyperson in his/her trade, the Employee shall be subject to the layoff provisions of the collective agreement, such that he/she can exercise their seniority, competency considered, to secure, if possible, other work within the bargaining unit. However, an apprentice, even if recently graduated, shall not at any time or under any circumstances displace or "bump" any journeyperson. "Recently graduated", for these purposes, shall be defined to mean that the person has not yet secured work with the Company as a journeyperson in his/her trade upon successful completion of an apprenticeship under this LOU.
- (54) To facilitate the placement of graduating apprentices into suitable journeyperson vacancies, as they become available, apprentices who are in their last year of contract and who have shown satisfactory progress and ability towards assuming journeyperson duties and responsibilities, may exercise their regular seniority pursuant to the job posting provisions of the collective agreement, competency considered, to apply for a journeyperson vacancy corresponding to their

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indentured trade, until their apprenticeship and term of contract have been successfully completed. Between the incumbent's appointment date and expiry date of the apprenticeship contract, the apprenticeship regulations and corresponding salary percentage scale as set out in this LOU will apply.

MISCELLANEOUS PROVISIONS

(55) The provisions of the collective agreement that cover all other bargaining unit Employees shall apply equally to apprentices, save and except as expressly provided otherwise by this LOU or by any eligibility requirement(s) established by the aforesaid contract. It is mutually agreed that in the case of any conflict between the provisions of this LOU and any other express contents of the extant collective agreement between the Parties, the provisions of this LOU shall take precedence and prevail.

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- (56) Qualified management personnel may provide "on-the-job" training to any apprentice(s).
- (57) Journeyperson Employees will participate in providing feedback to management on the progress of the apprentices.
- (58)Apprentices will be required to acquire and build a kit of tools progressively throughout the Program, as specified by the relevant government authority and/or the Company. All such personal tools are to be marked by the Employee in a manner that denotes their ownership.
- (59) The apprentice shall use and keep up to date a Record Of Apprenticeship recognized by the Company and this book shall be open to inspection at any time by management.
- (60)Apprentices may perform a shift exchange when returning from trade school in order to minimize loss of wages. Approval of such requests shall be at the discretion of the Company. Any Employee who works such shift exchange recognizes and agrees that it shall not attract overtime premiums.

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(61) Where the Company can substantiate through documentary evidence that management has overpaid anything, in any amount, to any apprentice, arising out of or in relation to this LOU, management shall have the right to be reimbursed in full by the recipient for any and all such overpayment(s), unless otherwise limited or prohibited legally from doing so, and then only to the extent thus proscribed by applicable law.

CHANGING THIS LOU

(62) This LOU may be changed at any time by the written mutual agreement of the Company and the Union.

INCORPORATING THIS LOU INTO THE COLLECTIVE AGREEMENT

(63) This Letter Of Understanding shall be deemed to be incorporated into the collective agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply, for the life of this LOU.

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Signed on behalf of:

Signed at ______, B.C. this _\(\bar{\psi}\) day of _\(\bar{\psi}\) \(\day{\psi}\)

Pat Shen General Manager FOR THE COMPANY

Gerald de Jong
President
FOR THE UNION

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LETTER OF UNDERSTANDING NO. 5

BETWEEN

LONG HOH ENTERPRISES CANADA LTD.

(hereinafter termed the "Company")

AND

PUBLIC AND PRIVATE WORKERS OF CANADA, LOCAL NO. 8

(hereinafter termed the "Union")

RE: JOINT COMMITTEE ON ENHANCING MANPOWER EFFICIENCY, WORKPLACE MOBILITY AND TRAINING

With respect to the above cited subject matter, the Company and the Union ("Parties"), by the signature(s) of their respective duly authorized representative(s) hereinafter affixed do hereby expressly and mutually agree as follows:

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05.01 Establishment Of Joint Committee On Enhancing Manpower Efficiency, Workplace Mobility And Training

The Company and the Union both agree to establish a "Joint Committee On Enhancing Manpower Efficiency, Workplace Mobility And Training" ("Committee") to consist of three (3) representatives of each Party, with each Party selecting its own representatives subject to its sole discretion.

The Union specifically agrees that its representatives must be Employees in the bargaining unit who have completed their probation period. The Company agrees that said internal representatives of the Union may be assisted at any meeting of the Committee by a full-time Union representative from outside of the bargaining unit, the latter of whom shall have voice but no vote recognition.

When such external representative of the Union is present, another representative of the Company, with voice but no vote, shall also have the right to attend to ensure equal representation on this Committee.

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05.02 Objectives Of The Committee

The objectives of the Committee shall include, but not be limited to, developing mutually acceptable ways and means to enhance manpower efficiency, workplace mobility and training through focus on the following areas of interest:

- (a) Competency List;
- (b) Training Programs;
- (c) Job Postings;
- (d) "Backup Spare List"
- (e) The Parties may, subject to mutual consent of both Parties, revise the rate of three (3) positions annually with two (2) being in production and one (1) being in maintenance.

05.03 Committee Meetings

(a) The Committee shall meet quarterly or more frequently as deemed mutually necessary by both Parties to accomplish their objectives.

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- (b) The first meeting of the Committee shall be convened by not later than thirty (30) consecutive calendar days after the date of ratification of the Collective Agreement resolved by and between the Parties in 2016.
- (c) Local Union representatives shall have their timeoff work for attendance at Committee meetings paid for by the Company at "straight-time" hourly wage rates; however, the Company shall incur no overtime costs in these respects.

05.04 Changing This LOU

This LOU may be changed at any time by the written mutual agreement of the Company and the Union.

05.05 Incorporating This LOU Into The Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply, for the life of this LOU.

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Signed on behalf of:

Pat Shen
General Manager
FOR THE COMPANY

B.C. this May of May, 20 May, 20 May of May, 20 May of May of May of May, 20 May of Ma

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